



Group Products
Underwritten by Dearborn Life Insurance Company

Producer Request for Appointment Dearborn Life Insurance Company

Main Administrative Office:
701 E. 22nd Street, Suite 300 Lombard, IL 60148
Phone Number: (888) 262-0930 • **Fax Number:** (312) 540-3105

This is a new Request for Appointment with Dearborn Life Insurance Company ("Dearborn Life" or the Company")

Individual Full Legal Name: _____
First Middle Last

Business Name: _____
[Note: Please list all business names utilized]

Resident Address: _____
Street City State County Zip + 4

Resident Phone: _____ **FAX:** _____

Business Mailing Address: _____
Street City State County Zip + 4

Business Phone: _____ **FAX:** _____

E-mail Address: _____

Social Security #: _____ **Date of Birth:** _____

Corporation Tax ID #: _____

Commissions:

Send To: ☐ Residence Address ☐ Mailing Address
☐ Direct Deposit (Commission statement will be sent via email.)

LICENSE INFORMATION – ATTACH CURRENT COPY OF LICENSE.

License(s) must be provided in order to receive commissions

Evidence of Errors and Omissions Insurance (Please provide)

Copy of Application, policy face page and evidence that it is in-force

Dearborn Life Insurance Company's group insurance products are offered as Specialty Benefits in cooperation with Blue Cross Blue Shield of Michigan.

Specialty Benefits group insurance products are issued by Dearborn Life Insurance Company, 701 E. 22nd St. Suite 300, Lombard, IL 60148. Dearborn Life is a separate company and does not provide Blue Cross Blue Shield of Michigan products and is financially responsible for the products it issues.

Dearborn Life Insurance Company is an independent licensee of the Blue Cross and Blue Shield Association. Blue Cross Blue Shield of Michigan and Blue Care Network are nonprofit corporations and independent licensees of the Blue Cross and Blue Shield Association.



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Producer Agreement

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PRODUCER QUESTIONS – If your answer is “Yes” to any of the questions below, please write details on a separate sheet and attach. FAILURE TO DISCLOSE MAY RESULT IN A DECLINE OF YOUR APPLICATION.

1. Are you now being sued or have you ever been sued or had a judgment rendered against you? ☐ Yes ☐ No
2. Have you ever filed for bankruptcy or sought protection from your creditors? ☐ Yes ☐ No
3. Have you ever been charged, convicted, or pled guilty or nolo contendere (“no contest”) or been given probation, suspended sentence or fined to:
 - a. Any felony? ☐ Yes ☐ No
 - b. Any misdemeanor involving investments, securities, insurance, real estate, or any type of financial instrument? ☐ Yes ☐ No
4. Has any federal or state regulatory agency ever:
 - a. censured you, threatened to suspend or terminate, or suspended or terminated your license(s) to sell securities, insurance, annuities, real estate, or any other type of financial instrument ☐ Yes ☐ No
 - b. found you made false statement(s) or omissions or been dishonest, unfair, or unethical? ☐ Yes ☐ No
 - c. found you have been involved in a violation of investment, real estate, or insurance related statutes or regulations? ☐ Yes ☐ No
 - d. found that you were a cause in an investment, real estate, or insurance agency or business having its authorization to do business denied, suspended, revoked or restricted? ☐ Yes ☐ No
5. Are you now or have you ever been prevented from engaging in any activities related to securities, insurance, annuities, real estate, or any other type of financial instrument? ☐ Yes ☐ No
6. Have you ever been discharged or permitted to resign because you were accused of violating investment, real estate, or insurance related statutes, regulations, rules of industry standards of conduct? ☐ Yes ☐ No
7. In the last five years, have any agent or broker contracts, which you held with investment, real estate, or insurance companies or agencies been canceled for cause? ☐ Yes ☐ No
8. In the last five years, has any policy or application for errors and omissions insurance on your behalf ever been declined, canceled, or refused renewal? ☐ Yes ☐ No
9. Has any insurance company ever paid a claim on a bond taken out on your behalf? ☐ Yes ☐ No
10. Have you ever been:
 - a. charged with a criminal offense involving government business? ☐ Yes ☐ No
 - b. listed by a federal government agency as debarred? ☐ Yes ☐ No
 - c. proposed for disbarment or suspension? ☐ Yes ☐ No
 - d. otherwise excluded for federal program participation? ☐ Yes ☐ No
11. Do you have a child support obligation in arrearage or are you the subject of a child support related subpoena or warrant? ☐ Yes ☐ No

CREDIT/INVESTIGATIVE REPORT NOTICE and RELEASE FORM I certify that I have reviewed this Request for Appointment and that the answers given above are true and complete. I acknowledge that the Company may rely upon the information in this Request for Appointment in making its decision to enter into an agent's contract with me. Further, I understand that if any information given above is incorrect or incomplete, it will be grounds for the Company, at its sole discretion, to reject this Request for Application and/or to terminate my agent's contract with the Company. **Under Penalties of Perjury, I certify that the Social Security Number (or Taxpayer Identification Number) shown on this form is my correct taxpayer identification number.**

Name of Applicant: _____

Signature of Applicant: _____ Date: _____

This Agreement, effective _____, or if no date is given, as of the date executed below by Dearborn Life Insurance Company (hereinafter called the "Company" or "Dearborn Life"), is made between Dearborn Life and _____,

_____ or if no party is listed, the party designated as the Agent at the end of this Agreement (hereinafter called the "Producer", "Agent", "you", or "your"), having its principal office at: _____, or if no address is given, the address designated for the Agent at the end of this Agreement.

In consideration of the mutual promises herein contained and other good and valuable consideration, the parties hereto agree as follows:

1. DEFINITIONS.

- (a) **"Case"** means the offer and/or sale of one or more Product(s) to the same party as part of a single transaction or closely related set of transactions.
- (b) **"Compensation"** means overrides, commissions, allowances, service fees, any other remuneration payable, under the terms of this Agreement, to the Agent for the sale and servicing of Product.
- (c) **"Complaint"** means any written or oral communication from any person expressing a grievance regarding either:
 - (a) a Dearborn Life Product or service, or
 - (b) an action or communication of the Agent or one of its present or former officers, or employees relating to Dearborn Life and/or a Dearborn Life Product or Service.
- (d) **"Dearborn Life Trademarks"** means the Dearborn Life Insurance Company brand name, Specialty Benefits brand, or the Blue Cross and Blue Shield brand and/or logos and any corresponding symbols and marks adopted and used by Dearborn Life to represent these brand names and marks.
- (e) **"Law"** shall mean any Federal, State or other governmental body's laws, regulations, or orders.
- (f) **"Product"** means those insurance policies, certificates, annuity contracts or related services as described in a Product Addendum and/or Compensation or Commission Schedule attached to and/or incorporated into this Agreement.
- (g) **"Records"** means all documents or electronic storage medium regarding a Product or the business or affairs of Dearborn Life or any of its affiliates or subsidiaries. Records shall not include information, data or documents which are not produced at the request of, or on behalf of, or for use by Dearborn Life and which do not contain identifiable information about the owner, participants, or any party claiming an interest in the Product.

2. APPOINTMENT AND DUTIES.

- (a) **Appointment.** Dearborn Life hereby appoints the Agent to lawfully market, solicit and distribute Product on behalf of Dearborn Life as set forth in this Agreement. The Agent hereby accepts this appointment. This appointment is not exclusive.

The Agent may not appoint subagents under this Agreement without the express consent of Dearborn Life, and will exercise all authority conferred herein personally or through Agent's employees and no others.

- (b) **Licensing.** The Agent warrants and represents that it and its employees are duly licensed and authorized to lawfully market, solicit and distribute the Product as set forth in this Agreement in all jurisdictions where the Agent does, or purports or intends to do, business with Dearborn Life.
- (c) **Duties.** The Agent agrees that it shall:
 - (1) solicit applications for the Product, deliver and service the Product in accordance with the terms and conditions of the Product, any Dearborn Life rules or practices, any applicable Laws, this Agreement, and any approved marketing materials provided to the Agent by Dearborn Life, which materials are incorporated into this Agreement by reference;
 - (2) except as otherwise expressly provided, collect and promptly remit to Dearborn Life, all applications taken and the premium or payment received for any Product, and all required forms regarding Products solicited by or through the Agent;
 - (3) ensure that all Products issued by Dearborn Life, sent to the Agent for delivery to a Dearborn Life customer, are delivered to that customer within thirty (30) days of receipt, or as otherwise instructed in writing by Dearborn Life;
 - (4) maintain appropriate insurance licenses and be in good standing with all applicable regulatory authorities;
 - (5) maintain reasonable and effective policies and procedures for the detection and prevention of illegal activity, including anti-money laundering and anti-terrorism financing procedures and controls;
 - (6) immediately forward all Complaints to Dearborn Life in accordance with **Section 35**;
 - (7) comply with applicable local, state, and federal laws and regulations regarding equal employment opportunity and affirmative action including, without limitation, Executive Order 11246 as amended by Executive Order 11375 and 11141 as supplemented in 41 CFR Part 60 *et. seq.* and will require the same of its subcontractors who will be performing services in connection with this Agreement;
 - (8) cooperate with Dearborn Life in responding to any regulatory investigation or any judicial proceeding;
 - (9) comply with all Laws applicable to activities it conducts under or related to this Agreement;
 - (10) inform Dearborn Life immediately in the event any State or jurisdiction fines or sanctions the Agent or takes action limiting or restricting the Agent's

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authority or right to do business in such State or jurisdiction;

- (11) comply with all the rules and practices of Dearborn Life;
- (12) monitor its employees;
- (13) communicate information from Dearborn Life to its employees, as necessary and appropriate to comply with its duties under this Agreement; and
- (14) be responsible to ensure that all its employees comply with all the above.

3. SOLICITATION RIGHTS.

The Agent agrees that Dearborn Life has the right, both during and after the termination of this Agreement, to communicate with the policyholders, certificate holders and/or customers of the Products for any purpose, including, but not limited to: advertising Dearborn Life products and services; responding to inquiries; conservation of business; servicing the Products; and paying claims.

4. ADVERTISING AND PUBLICITY AND INTELLECTUAL PROPERTY.

The Agent agrees to obtain prior written approval from Dearborn Life before using, disseminating or publishing any advertising or publicity releases, presentation, public posting or other communication, including, without limitation, television, radio, print, stationary, business cards, media, internet, computer or electronic demonstrations or illustrations, referencing, describing, or involving the name, trademarks, service marks, or products or services of Dearborn Life or of Dearborn Life's officers, affiliates, or parent.

5. USE OF DEARBORN LIFE TRADEMARK

The Producer may use the Dearborn Life Trademarks only after Dearborn Life has specifically granted authorization to the Producer in writing to do so. In the event that the Producer receives such authority, the Producer agrees that such authority is subject to the following:

- (a) **License Grant.** Subject to all of the terms and conditions set forth in this Agreement, such grant of authority is a non-exclusive, royalty free, limited, revocable license to use the applicable Dearborn Life Trademarks as follows:

- (1) The Producer may use the Dearborn Life Trademarks only for the purpose of promoting, advertising and selling the insurance products and related services of Dearborn Life (which products and services shall referred to as the "Dearborn Life Business Services") for which you are an authorized producer and/or agent.
- (2) The Producer may use the Dearborn Life Trademarks on Producer website(s) (the "Website(s)"), as long as the Producer furnishes Dearborn Life with the address of such website prior to posting the Dearborn Life Trademarks on such site.
- (3) The Producer may print, copy, publish on the Producer's Website(s) and distribute (in paper form or electronically) promotional materials bearing the Dearborn Life Trademarks that have been created and provided to you by Dearborn Life ("Authorized Materials") solely for the purpose of promoting, advertising and selling the Services for which you are an authorized producer and/or agent.

- (4) The Producer may use the appropriate Dearborn Life Trademark to create and describe a hypertext reference link to Authorized Materials published on the Producer Website(s) or to the Dearborn Life website home page.

- (5) The Producer may not use any meta-tags, keyword buys or any other "hidden text" utilizing the Dearborn Life Trademarks without the prior knowledge and express written consent of Dearborn Life.

- (6) The Producer shall comply with all trademark policies and usage requirements for the Dearborn Life Trademarks communicated to the Producer from time to time by Dearborn Life.

- (7) Unless the Producer has received the prior approval of Dearborn Life, the Producer may not use the Dearborn Life Trademarks on or in connection with any materials, whether in hard copy or electronic form, that have been created and provided to you by anyone other than Dearborn Life.

- (8) If the Producer wishes to create or use any other materials, whether in hard copy or electronic form, containing any Dearborn Life Trademarks, including but not limited to press or other publicity releases, presentations, television advertisements, radio advertisements, print advertisements, business cards, or stationery, the Producer must first seek the prior consent and written approval of Dearborn Life to do so. Dearborn Life shall have the sole discretion to approve or to withhold its approval of the materials for any reason, to require modifications to the materials and/or to otherwise condition the use of such materials on any terms that it deems appropriate in the circumstances.

- (9) The Producer may not modify or alter the Dearborn Life Trademarks without the prior knowledge of and written consent from Dearborn Life.

- (10) All rights pertaining to the Dearborn Life Trademarks not expressly granted to the Producer in this Agreement are reserved to Dearborn Life.

- (b) **Ownership.** Dearborn Life is an independent Licensee of the Blue Cross Blue Shield Association and, as such, has consent to use the Specialty Benefits Derivative Mark from Blue Cross Blue Shield of Michigan. As such Blue Cross Blue Shield of Michigan is the ultimate owner of the Blue Cross and Blue Shield Logos when paired with the term Specialty Benefit. The Producer use of the Dearborn Life Trademarks inures to the benefit of Dearborn Life and the Producer will not, by virtue of the Producer's use of the Dearborn Life Trademarks and any modification thereto, acquire any ownership rights in the marks. The Producer agrees that, during the term of this Agreement, the Producer will not directly or indirectly contest, challenge, harm, misuse or bring into disrepute BCBSM, the Dearborn Life Trademarks, or any other of BCBSM's trademarks, service marks, trade names, logos, designs, copyrights, domain names or other designations nor will the Producer assist others in doing so.

- (c) **Intellectual Property Protection.** BCBSM has the sole and exclusive right, but not the obligation, to register trademarks, service marks, domain names and trade names that include the Blue Cross and Blue Shield logo in conjunction with the Specialty Benefits brand. The

Producer will not claim ownership of or seek to register with any local, state, or national government, or other governing body, any trademarks, service marks, domain names, trade names, fictitious names, corporate names or other business names that consist of or contain any of the Dearborn Life Trademarks or any colorable imitation of any Dearborn Life's Trademark names or marks, without Dearborn Life's prior knowledge and written consent.

- (d) **Rights Are Non-Transferable.** The Producer may not transfer any of the rights granted to the Producer under this **Section 5** without Dearborn Life's prior and express written consent. Any agreement purporting to transfer such rights to another person made without Dearborn Life's prior and express written consent is and shall be void.
- (e) **Quality Control.** To ensure that the Producer's use of the Dearborn Life Trademarks is consistent with Dearborn Life and BCBSM's reputations for high quality and with the goodwill associated therewith, the Producer grants BCBSM, Dearborn Life or their duly authorized representatives the right to inspect and review the Producer's use of the Dearborn Life Trademarks. The Producer will make any changes reasonably requested by Dearborn Life related to the Producer's use of the Dearborn Life Trademarks. Upon request, the Producer will certify the Producer's compliance with the terms and conditions of use of the Dearborn Life Trademarks as set forth in this Agreement and/or identify and explain any areas non-compliance and the steps the Producer has taken or will take to remedy any such non-compliance.
- (f) **Termination.** The authority granted under this **Section 5** shall be continued unless terminated. Either Party may terminate such authority with or without cause upon thirty (30) days written notice to the other Party. Such authority automatically terminates upon the termination or expiration of this Agreement. Upon termination of the Producer's rights to use any Dearborn Life Trademarks, the Producer shall immediately cease all further use of such marks, return all applicable Authorized Materials containing such marks to Dearborn Life and destroy all other materials in the Producer possession, custody or control that bear or contain any such marks.

6. APPLICATION TREATMENT.

The Agent and its employees must ensure the completeness of any application or enrollment form, which they are involved, or should be involved, in taking or helping to complete, for each Product, including, but not limited to, information necessary to comply with the USA PATRIOT Act anti-money laundering requirements. The Agent and its employees must also ensure the completeness of any forms required by Law or Dearborn Life. All the responses to the questions on the application and other forms shall completely and accurately reflect the applicant's responses. The Agent and its employees shall ensure that the applicant or other appropriate party reviews the application and/or all other forms required by Law or Dearborn Life before they are signed by such party. All such forms must be signed in the presence of the Agent.

7. SUBAGENTS

The Agent may not appoint subagents under this Agreement without the express consent of Dearborn Life, and will exercise all authority conferred herein personally or through Agent's employees and no others.

8. AGENT OF RECORD.

The Agent shall be deemed to be the authorized Agent of Record for each policyholder of the Product the Agent solicits and places with Dearborn Life, unless the policyholder notifies Dearborn Life of a revocation of the designation of such Agent as its Agent of Record or such designation otherwise is contrary to the rules of Dearborn Life. Unless specifically provided otherwise in this Agreement or in writing by Dearborn Life, revocation of such designation by a policyholder or determination by Dearborn Life that the Agent is no longer the Agent of Record for a policyholder or party, shall cause the termination of commissions payable under this Agreement for any Product Dearborn Life issued to such policyholder or party at the end of the month in which such designation is revoked or determined by Dearborn Life to have ended.

The Agent of Record for any Product or party will be determined by the records of Dearborn Life. Any question as to whether an Agent or producer is an Agent of Record for a party or policyholder shall be determined by Dearborn Life in its sole discretion. Dearborn Life reserves the right to change the Agent of Record according to its rules and procedures.

9. RESERVATION OF RIGHTS.

Dearborn Life reserves the right, immediately, and without prior notice, to: implement and modify any of its rules, guidelines or practices; cease doing business in any State; modify any Product Addenda, including but not limited to Compensation Schedules; substitute a similar Product or cease offering a Product; and refuse to accept applications if such applications do not meet the underwriting or other standards of Dearborn Life.

10. DEARBORN LIFE BILLING OF GROUPS

Agent agrees that all groups and individuals enrolled or covered by a Product issued by Dearborn Life shall be billed directly by Dearborn Life, unless Dearborn Life expressly agrees otherwise.

11. MARKET CONDUCT PROGRAM.

Agent agrees to comply fully without limitation with, and require its employees, to comply with, all present and future rules, regulations and directives of any nature issued by Dearborn Life with respect to market conduct, including but not limited to Laws and rules relating to the suitability of a Product in a transaction.

12. USA PATRIOT ACT AND ANTI-TERRORISM.

The Agent agrees that USA Patriot Act imposes obligations on the Agent and, at the direction of Dearborn Life, agrees to abide by such requirements as provided by Law and/or delineated in this Agreement or by separate written rule or directive from Dearborn Life. Other regulatory requirements, such as the Executive Orders of the U.S. President on terrorism may require the Agent's compliance independent of any Dearborn Life directive. The Agent agrees to abide by such requirements and agrees that non-compliance, notwithstanding any other section of this Agreement, shall be grounds for immediate termination of this Agreement, and may result in the declination of an application for Product submitted to Dearborn Life.

13. INDEPENDENT CONTRACTOR.

The relationship between Dearborn Life and the Agent is intended to be that of independent contractors. Nothing in this Agreement shall be construed to create any partnership, joint venture, agency or employment relationship of any kind between Dearborn Life and the Agent or any of its employees. Further, the Agent is free to exercise its independent judgment as to the time and the manner of performance of the acts authorized under this Agreement. Notwithstanding the independent contractor relationship, the Agent shall not discriminate against any worker, employee, applicant, enrollee, or member of the public because of race, creed, color, religion, age, sex, marital status, handicap, national origin or status of discharge from the military, nor shall the Agent otherwise commit an unfair employment practice.

14. UNAUTHORIZED ACTS.

Neither the Agent, nor its employees, shall do the following or have any authority, implied or otherwise:

- (a) to alter, waive, modify or discharge any of the terms, rates, conditions of any applications or enrollment forms, insurance policies or annuity contracts or other forms of any Product;
- (b) to incur any indebtedness or liability on behalf of Dearborn Life;
- (c) to charge any fees other than those pre-authorized by Dearborn Life in writing;
- (d) to authorize premium payments or contributions other than cash or cash equivalents;
- (e) to pay or allow, or offer to pay or allow any inducement or rebate of premium or other consideration not specified in the policy except where permitted by Law;
- (f) to institute any legal proceeding involving Dearborn Life or its affiliates, unless such proceeding shall have been approved first in writing by an officer of Dearborn Life;
- (g) to adjust or settle any claim or commit to adjust or settle any claim on any Product, unless first authorized in writing to do by Dearborn Life;
- (h) to knowingly do business with any person or party who is in violation of the Laws applicable to the activities the Agent or its employees conduct under or related to this Agreement;
- (i) to systematically twist or attempt to twist any policyholder or agent of Dearborn Life or induce or attempt to induce any Dearborn Life customer, representative, or agent to terminate the Product except if the Product is replaced by a new Product issued through Dearborn Life or one of its affiliates;
- (j) to use, disseminate or publish, prior to obtaining Dearborn Life's written approval, any advertising or publicity releases, presentation, public posting or other communication, including, without limitation, television, radio, print, media, internet, computer or electronic demonstrations or illustrations, referencing, describing, or involving Dearborn Life's or its officers', affiliates', or parent's name or products or services; or
- (k) to solicit or permit to be solicited applications for Product in any jurisdiction without proper license(s).

15. FIDUCIARY & BOND.

The Agent will act in a fiduciary capacity in the collecting and handling of any premiums. Where so required by Law or if so required by Dearborn Life, the Agent will obtain, and require its employees to obtain, necessary fidelity bonds in the amount specified by Dearborn Life or any applicable Law, whichever is greater, and will provide evidence of the bond to Dearborn Life. A surety, fidelity or indemnifying bond required of the Agent's employees will be for the benefit of Dearborn Life first and thereafter for the benefit of the Agent, but in no event shall Dearborn Life's recourse against the Agent be conditioned on or in any manner delayed or impaired by the existence or nonexistence, solvency or insolvency, enforcement or failure of such bond.

16. ERRORS AND OMISSIONS INSURANCE

At all times, the Agent shall maintain Errors & Omissions coverage covering the Agent and its employees with limits of no less than one million dollars (\$1,000,000) issued by a carrier rated "A" or better by A. M. Best or other rating agency acceptable to Dearborn Life. The Agent agrees to provide evidence of coverage to Dearborn Life when requested. Failure to maintain adequate Errors and Omissions coverage may result in the termination of this Agreement.

17. COMPENSATION.

- (a) **Amount Payable.** Subject to the terms of any Product Addendum, Compensation Schedule, or as otherwise stated in this Agreement, Dearborn Life shall pay Compensation to the Agent for the sale and/or servicing of Product by the Agent or its employees. Compensation is earned by the Agent as Dearborn Life receives premiums.

"Sale and/or servicing of Product" (which may also be referred to as "placement", "place", "placed" or "placing" a Product) means that an agent or producer participates in the solicitation, negotiation, effectuation, or provision of the sale or servicing of Product, and when more than one agent or producer is or may claim to be involved in such activity that such agent and or producer is the Agent of Record for the Product involved.

Unless expressly provided otherwise, the commission percentage(s) Dearborn Life may owe regarding the Agent's sale and/or servicing of Products may be changed by amendment to the Product Addenda signed by Agent and Dearborn Life, or by written notice from Dearborn Life to Agent sixty (60) days in advance of such change. Unless expressly provided otherwise, any such change made by written notice from Dearborn Life shall be effective by its terms to Product with policy year effective dates beginning on and after the effective date of such a change in commission rates. A policy year shall commence with the effective date of each insurance contract and end one year later.

- (b) **Statements.** Compensation statements shall be prepared monthly by Dearborn Life and shall be deemed accepted as correct by the Agent unless the Agent notifies Dearborn Life, as required in **Section 35** below, to the contrary and provides Dearborn Life with evidence of any alleged discrepancy within ninety (90) days following the mailing of each Compensation statement.

If the Agent, within ninety (90) days after a compensation statement is sent to the Agent, fails to assert and adequately validate any discrepancy or question

regarding that compensation statement, the Agent thereafter forfeits any entitlement or right to claim any sum or compensation relating to such compensation statement and/or the business referenced in it other than as stated in such statement.

(c) Limitations and Reductions.

- (1) All Compensation will be paid only on premiums attributable to Product that is actually received and retained by Dearborn Life, and only if Agent has complied with the terms of this Agreement, the guidelines set out in any Dearborn Life guides or training materials that have been provided to the Agent, and all other applicable rules and regulations of Dearborn Life.
- (2) No Compensation shall be payable under this Agreement on any premium charges waived under the terms of any policy or contract of insurance for disability or other similar condition and on any premium for coverage issued under the conversion or portability provision of any Product, and no Compensation shall be payable on any interest on due and unpaid premium charges.

(d) Chargebacks.

- (1) Dearborn Life shall have the right to discontinue writing or to alter the coverage under any policy or contract executed between a group or individual and Dearborn Life, according to the terms of the policy or contract. If Dearborn Life rescinds a policy or contract and returns premium charges, or otherwise refunds premiums charges, the Agent shall owe and repay to Dearborn Life on demand, as a Chargeback amount, the amount of Compensation the Agent has received on the returned or refunded premium charges. Dearborn Life, at its sole discretion, may make an adjustment or offset for such Chargeback amount from future Compensation otherwise due to the Agent.
- (2) If Dearborn Life erroneously overpays Compensation to the Agent or pays Compensation that was paid but forfeited under **Section 17(f)**, the Agent will, on demand, repay to Dearborn Life such Compensation, as a Chargeback amount. Dearborn Life, at its sole discretion, may make an adjustment or offset for such Chargeback amount from future Compensation otherwise due to the Agent.
- (3) In the event Dearborn Life elects to recover a Chargeback amount from future Compensation, any unpaid or uncollected Chargeback amount shall remain an immediate obligation and debt of the Agent that Dearborn Life may elect to demand at any time.
- (4) If the Agent has succeeded to and carries on any agency formerly conducted by another party, the Agent also will owe and refund compensation on returned premiums or contributions on such business as was written by the predecessor agency or agents in the same manner and to the same extent as upon the Agent's own business.

(e) Indebtedness.

Agent's Debts. The Agent's indebtedness shall include:

- (1) any debt incurred because of the fraud or criminal act of the Agent;

- (2) any outstanding chargeback amount as described in Section 17(d);
- (3) any debt incurred by the Agent because of the actions of an employee or a Subagent; and
- (4) all collection expenses and attorney's fees.

The entire indebtedness as shown in Dearborn Life's general ledger accounts may be deemed due and payable at any time, and Dearborn Life may exercise any rights or remedies including, but not limited to, charging the Agent interest at ten percent per annum or the legal rate of interest in the State of Illinois, whichever is lower, on the balance of the indebtedness. The Agent further assigns to Dearborn Life an interest in all Compensation due or to become due and all other sums owed to or owned by the Agent which may be on deposit with Dearborn Life. The Agent's indebtedness shall constitute a first and prior lien against any and all Compensation due or to become due Agent; and Dearborn Life may offset such indebtedness against all such compensation in addition to any other remedies available by law. Should Dearborn Life grant an extension of time for the payment of any indebtedness, such extension shall not affect in any way the terms of this Agreement or impair the liability of the Agent to Dearborn Life.

- (f) Forfeiture of Compensation.** At any time during the term of this Agreement or after this Agreement terminates, the Agent shall forfeit and not be entitled to receive any compensation which otherwise might be due or become due, whether or not vested, if the Agent:

- (1) fails to return upon demand any records or property of Dearborn Life;
- (2) perpetuates any fraud or commits any act of dishonesty upon an applicant, policyholder, beneficiary or any party with an interest in the Product;
- (3) is convicted of a felony involving dishonesty or breach of trust;
- (4) misrepresents its status, or its status changes, as pertains to government business;
- (5) violates any Law related to the activities the Agent conducts or is expected to conduct under this Agreement, including but not limited to, any applicable state insurance Law or any Law related to anti-terrorism or anti-money laundering;
- (6) fails to promptly account for or to pay over to Dearborn Life money due Dearborn Life according to this Agreement and/or Dearborn Life's records;
- (7) has its license suspended, revoked or canceled by any governmental or other regulatory authority;
- (8) fails to inform Dearborn Life immediately in the event any State or jurisdiction fines or sanctions the Agent or takes action limiting or restricting the Agent's authority or right to do business in such State or jurisdiction;
- (9) fails to correct any noncompliance of this Agreement within thirty (30) days after receiving written demand from Dearborn Life regarding such noncompliance; or
- (10) systematically induces or attempts to induce any Dearborn Life customer, representative or agents to terminate Product: (i) prior to the end of the term of such policy or contract; or (ii) if applicable, prior to

the end of any surrender schedule or period applicable to a Product, except when Product is replaced by a new Product issued through Dearborn Life.

- (g) **Compensation after Termination.** Once this Agreement terminates other than pursuant to **Section 25(a)(2)**, Dearborn Life shall have the right, solely at its option, to cease paying any further Compensation under this Agreement.

18. CONFIDENTIAL INFORMATION.

- (a) **Confidentiality.** During the course of performance under, and during the negotiations preceding, this Agreement, each party will obtain or have access to certain proprietary information, as defined herein, of the other party. Each party acknowledges that all such material is offered on a proprietary basis, for the sole purpose of enhancing this Agreement. Further each party agrees that the original owner of these materials is deemed to be the sole owner of these materials. Each party will only disclose the other party's Confidential Information to those persons who require such information for the purpose of this Agreement and who have been advised and agree to be bound by the terms of this Section.
- (b) **Dearborn Life Confidential Information.** The term Confidential Information shall include, but not be limited to, the following as it relates to Dearborn Life: the names of policyholders, certificate holders or contract holders, insured persons, and beneficiaries, the identity and production of producers, producer Compensation levels, the identity and types of insurance purchased, the distribution network, rate manuals, experience reports, and underwriting standards. The parties agree that confidential information shall not include:
- (1) information already legally in a party's possession prior to the execution of this Agreement;
 - (2) information a party legitimately receives from a third party which has a legal right to such information;
 - (3) information in the public domain;
 - (4) information provided to a State or Federal tax authority pursuant to judicial, regulatory or statutory mandate; and/or
 - (5) information, other than as referenced in **Section 18(b)(4)**, which a party discloses pursuant to judicial, regulatory or statutory mandate, provided that the disclosing party has taken all necessary and appropriate steps to advise the other party of such disclosure prior to release of such information and affords the other party adequate opportunity, to the extent legally permissible, to review and, if the other party deems appropriate, contest such disclosure.
- (c) **Disclosure.** The Agent also agrees to take all reasonable precautions to prevent the disclosure of the Confidential Information except as permitted under this Agreement.
- (d) **Tax matters.** This **Section 18** does not apply for Federal or State tax purposes.
- (e) **Survival.** This **Section 18** shall survive termination, for any cause, of this Agreement.

19. HIPAA BUSINESS ASSOCIATE PROVISIONS

(a) Applicability and General Provisions.

Solely with respect to Products subject to HIPAA, the Agent and Dearborn Life agree that the Agent is a Business Associate of Dearborn Life as that term is defined by the Health Insurance Portability and Accountability Act and its implementing regulations (45 CFR Parts 160 - 164) ("HIPAA" or "Privacy Rule" or "Security Rule" or "Electronic Transactions Rule"), and subject to the requirements of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 and the implementing regulations, as issued and amended by the Secretary ("HITECH"), that are applicable to business associates (the "HITECH"). Life, accidental death and dismemberment and disability income coverages are not subject to HIPAA. Dental, vision and other medical coverages are subject to HIPAA. The Product Addenda may also identify the specific Products that are subject to HIPAA ("HIPAA Products"). Capitalized terms used in this **Section 19**, and not otherwise defined herein, shall have the meanings set forth in HIPAA and/or HITECH, which definitions are hereby incorporated by reference.

For purposes of this **Section 19** when this Section is applicable, Agent means Business Associate ("BA") and Company means Covered Entity ("CE").

CE and BA agree to incorporate into this Agreement any regulations issued with respect to the HITECH that relate to the obligations of BAs. BA recognizes and agrees that it is obligated by law to meet the applicable provisions of the HITECH.

(b) Obligations and Activities of BA.

- (1) BA agrees to use or disclose Protected Health Information ("PHI") only as permitted or required by this Agreement or as Required by Law.
- (2) BA agrees to use appropriate safeguards and security measures to prevent Use or Disclosure of the PHI other than as provided for by this Agreement. BA agrees to implement administrative, technical, and physical measures to protect the confidentiality, integrity, and availability of Electronic PHI as required by HIPAA and As required by Section 13401 of HITECH.
- (3) BA agrees to mitigate, to the extent practicable, any harmful effect that is known to BA of a Use or Disclosure of PHI by BA in violation of the requirements of this Agreement.
- (4) BA agrees to report to CE any Use or Disclosure of the PHI not provided for by this Agreement of which it becomes aware. BA will make the written report to CE within a time mutually agreed upon by the parties after BA learns of such unauthorized Use or Disclosure. BA's written report will provide sufficient information to inform CE of: (i) the nature of the unauthorized Use or Disclosure; (ii) the PHI used or disclosed; and (iii) what corrective action BA has taken or will take to prevent future similar unauthorized Use or Disclosure.
- (5) BA will report, following discovery and without unreasonable delay, but in no event later than thirty (30) days following discovery, any "Breach" of

"Unsecured Protected Health Information" as these terms are defined by the HITECH Act and any implementing regulations. BA shall cooperate with CE in investigating the Breach and in meeting the CE's obligations under the HITECH Act and any other security breach notification laws. Any such report shall include the identification (if known) of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by BA to have been, accessed, acquired, or disclosed during such Breach.

- (6) BA agrees to report to the CE any successful "Security Incident" - which is any successful (i) unauthorized access, Use, Disclosure, modification, or destruction of Electronic PHI or (ii) interference with BA's system operations in BA's information systems - of which BA becomes aware. BA will make such report to CE's Information Security or Privacy Office within a reasonable time after BA learns of any successful Security Incidents. To avoid unnecessary burden on either party, BA will only be required to report, upon the CE's request, the attempted, but unsuccessful, Security Incidents of which the BA becomes aware; *provided* that the CE's request shall be made no more often than is reasonable based upon the relevant facts, circumstances and industry practices.
- (7) BA agrees to ensure that any agent, including a Subagent or subcontractor, to whom it provides PHI received from, or created or received by BA on behalf of the CE, agrees to the same restrictions and conditions and security measures that apply through this Agreement to BA with respect to such information.
- (8) BA agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the Use and Disclosure of PHI, received from, or created or received by Business Associate on behalf of the CE, available to CE or to the Secretary of the U.S. Department of Health & Human Services or its designee(s) (the "Secretary"). Such records, information or material shall be made available in a time and manner as reasonably requested by CE or designated by the Secretary for purposes of the Secretary determining CE's compliance with the Privacy Rule.
- (9) BA agrees to document such Disclosures of PHI and information related to such Disclosures as would be required for CE to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR § 164.528. BA will send the written report to CE within a time mutually agreed upon by the parties after BA becomes aware of such Disclosures of PHI.
- (10) BA agrees to provide to CE, in a *time* and manner as reasonably requested by CE, information collected in accordance with **Section 19(b)(9)** of this Agreement so as to permit CE to respond in a timely manner to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR § 164.528 and HITECH.

- (11) BA agrees to provide access to PHI at the request of CE or an Individual, and in the time and manner as reasonably requested by CE, to PHI, to CE or, as directed by CE, to an Individual in order to meet the requirements under 45 CFR § 164.524 and HITECH.
- (12) BA agrees to make any amendment(s) to PHI that the CE directs or agrees to pursuant to 45 CFR § 164.526 at the request of CE or an Individual, and in the time and manner mutually agreed by the Parties.
- (13) In those instances when BA may conduct Standard Transactions on behalf of the CE, BA will comply with the HIPAA requirements for Standard Transactions and Data Code Sets, pursuant to 45 CFR § Parts 160 and 162.

(c) Permitted Uses and Disclosures by BA.

BA may use or disclose PHI to perform those functions, activities, or services for, or on behalf of, CE with respect to HIPAA Product, which are authorized under this Agreement, provided that such Use or Disclosure would not violate the minimum necessary and/or Limited Data Set requirements of Privacy Rule and HITECH if done by CE, or the minimum necessary policies and procedures of the CE, and is permitted by state law. In instances in which state law is more restrictive than HIPAA, CE will follow state law in the Use and Disclosure of PHI. The following functions, activities or services by BA shall be considered to be performed for, or on behalf of CE in BA's capacity as a BA:

- (1) Except as otherwise limited in this Agreement, BA may disclose PHI for the proper management and administration, and legal responsibilities of the BA, provided that the Disclosures are required by Law or BA obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by Law or for the purpose for which it was disclosed to the person, and the person notifies the BA of any instances of which it is aware in which the confidentiality of the information has been breached.
- (2) Except as otherwise limited in this Agreement, BA may use PHI to provide Data Aggregation services to CE as permitted by 45 CFR § 164.504(e)(2)(i)(B).
- (3) BA may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR § 164.502(j)(1).

(d) Obligations of CE.

- (1) CE shall notify BA of any limitation(s) in its notice of privacy practices of CE in accordance with 45 CFR § 164.520, to the extent that such limitation may affect BA's Use or Disclosure of PHI.
- (2) CE shall notify BA of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect BA's Use or Disclosure of PHI.
- (3) CE shall notify BA of any restriction to the Use or Disclosure of PHI that CE has agreed to in accordance with 45 CFR § 164.522, to the extent

that such restriction may affect BA's Use or Disclosure of PHI.

- (e) **Permissible Requests by CE.** CE shall not request BA to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by CE, unless otherwise noted in this Agreement.

(f) **Termination.**

- (1) In addition to the termination provisions contained in **Section 25** of the Agreement, the Agreement can also be terminated as set out below. When the Agreement terminates, all of the PHI provided by CE to BA, or created or received by BA on behalf of CE, must be destroyed or returned to CE. If it is infeasible to return or destroy PHI, protections must be extended to such information in accordance with the termination provisions set out below.

- (2) **Termination for Cause.** Upon CE's knowledge of a material breach by BA, CE shall either:

- (i) Provide an opportunity for BA to cure the breach or end the violation and terminate the Agreement if BA does not cure the breach or end the violation within the time specified by CE;
- (ii) Immediately terminate the Agreement if BA has breached a material term of **Section 19** of the Agreement and cure is not possible; or
- (iii) If neither termination nor cure are feasible, CE shall report the violation to the Secretary.

(3) **Effect of Termination.**

- (i) Except as provided in subsection (ii) below of this Section, upon termination of the Agreement for any reason, BA shall return or destroy all PHI received from CE, or created or received by BA on behalf of CE. This provision shall also apply to PHI that is in the possession of subcontractors or agents of BA. BA shall retain no copies of the PHI.
- (ii) In the event that BA determines that returning or destroying the PHI is infeasible, BA shall provide to CE written notification of the conditions that make return or destruction infeasible. BA shall extend the protections of **Section 19** of the Agreement to such PHI and limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as BA maintains such PHI.

- (4) **Cure of Non-material Breach.** CE shall provide an opportunity for BA to cure a non-material breach within the time specified by CE.

(g) **Miscellaneous Provisions.**

- (1) **Regulatory References.** A reference in this Agreement to HIPAA or HITECH means those laws, as amended, and includes the implementing regulations of those laws as issued and amended..
- (2) **Amendment.** CE may at any time modify or amend one or more provisions of **Section 19** of this Agreement. CE shall use its best efforts to provide at least thirty (30) days prior written notice before

these amendments become effective. These amendments will become effective on the date stated by CE unless BA prior to the effective date of the amendments has given notice to CE of BA's intent to terminate the Agreement. In such case the proposed modification or amendment shall not be applicable to BA during the period prior to the termination date.

- (3) **Survival.** The respective rights and obligations of BA and CE under **Section 19(f)(3)** of this Agreement shall survive the termination of the Agreement.

- (4) **Interpretation.** Any ambiguity in **Section 19** of this Agreement or between **Section 19** and the remainder of the Agreement shall be resolved to permit CE to comply with the Privacy, Security and Electronic Transaction Rules. Any conflict between terms of **Section 19** and the remainder of the Agreement shall be resolved so that the terms of **Section 19** supersede the relevant terms of the remainder of the Agreement.

- (5) **Severability.** The provisions of **Section 19** of the Agreement shall be severable, and if any provision of such **Section 19** shall be held or declared to be illegal, invalid or unenforceable, the remainder of **Section 19** of the Agreement shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained.

20. COMPLIANCE WITH GLB

GLB. The Agent acknowledges that Dearborn Life, as a financial institution as defined under the Gramm-Leach-Bliley Act (GLB) and under other privacy laws and rules, has certain obligations regarding privacy. The Agent acknowledges that by its relationship and the duties it performs under this Agreement, it may be subject to the same laws and rules. The Agent hereby agrees that this **Section 20** shall govern it in regards to GLB and agrees to execute such documents as may be required by Dearborn Life and to cooperate with Dearborn Life in its compliance efforts with other federal and state laws and rules on privacy. During the course of the parties' relationship, whether or not in writing, a Party (the "Owner") or its agent may make available to the other Party ("Recipient") or its agent certain non-public personal information as such term is defined in the NAIC Model entitled "Privacy of Consumer Financial and Health Information Regulation" ("NPI"). Such NPI shall be:

- (a) held confidentially, except to the extent permitted under any written agreement between the parties, as permitted under the Privacy Policy and Practices of Company as communicated in writing to Agent, or as permitted by law. Provided, however, that, no disclosure shall occur until the Agent first notifies Dearborn Life as soon as possible after receipt of such legal order to disclose; and
- (b) protected from unauthorized access with the degree of security as required by the NAIC Model entitled "Privacy of Consumer Financial and Health Information Regulation" or the law enacted by Agent's state of domicile and the states in which Agent does business, whichever is applicable; and
- (c) used for the purposes authorized by Dearborn Life in its Agreement with the Agent, the primary purpose of which is to facilitate services on behalf of Dearborn Life.

The Agent agrees that while Dearborn Life is generally deemed to be the sole owner of NPI, such NPI may on occasion be jointly owned. In that situation the Agent agrees that, it may have independent obligations under the privacy laws and agrees to abide by such obligations.

In addition to the indemnity provisions contained in **Section 24** of the Agreement, the Agent agrees that any use, furnishing, disclosure, dissemination, publication, or revealing in any way of NPI to any person, organization, firm or government agency contrary to law or to this Agreement shall obligate Agent to indemnify and hold Company, its affiliates and subsidiaries, their officers, directors, employees, agents and representatives harmless from any damages, litigation, liability, or claimed liability, claims, and any expenses, including reasonable attorney's fees, and incidental expenses resulting from any such gross negligent use, furnishing, disclosure or revealing of NPI, whether occurring during the term of this Agreement or thereafter, except to the extent any such loss or damage was caused or contributed to by Company.

21. RECORDS.

- (a) **Recordkeeping Duty.** All Records will remain at all times the property of Dearborn Life. The Agent will keep true and correct Records and keep books of accounts on all transactions arising out of this arrangement and will preserve and hold all Records which come into its possession or under its control relating to the Product and to keep such Records in a durable medium as required by any applicable Law. Both Dearborn Life and the Agent agree to keep all information required by applicable Laws; to maintain the books, files, accounts and Records in a manner which clearly and accurately disclose the precise detail of the transaction; and to assist one another in the timely preparation of any reports required by Law. The Agent will give Dearborn Life reports and information which Dearborn Life may request for the purpose of meeting its reporting and Recordkeeping requirements under any applicable Law. All information relating to commission levels, experience reports, and rates shall be maintained by the Agent in confidence and shall not be divulged without the prior consent of Dearborn Life.
- (b) **Return of Records.** On termination of this Agreement, the Agent shall return all Records to Dearborn Life at reasonable cost to Dearborn Life for the packaging and shipping of the records.
- (c) **Disclosure.** Unless otherwise provided in this Agreement or agreed to by the parties, no party to this Agreement shall voluntarily disclose to any third party any Records, books, files, reference manuals, instructions, information or data which concern the other party's business and which are exchanged during the negotiation and performance of this Agreement. The Agent may disclose such Records or other material only if Dearborn Life authorizes disclosure and if the disclosure is permitted by applicable Law governing privacy of records. In the event the Agent is served with a subpoena or any other court order which mandates disclosure of records, the Agent must notify Dearborn Life immediately by sending a copy of the subpoena or other document to allow Dearborn Life sufficient time to protect its interests, in accordance with **Section 35** of this Agreement.

22. DEBARMENT; GOVERNMENT BUSINESS.

The Agent certifies that neither it nor its employees or subcontractors have been: (i) charged with a criminal offense in connection with obtaining, attempting to obtain, or performing of a public (Federal, state or local) contract or subcontract; (ii) listed by a federal governmental agency as debarred; (iii) proposed for debarment or suspension or otherwise excluded from federal program participation; (iv) been convicted of or had a civil judgment rendered against them regarding dishonesty or breach of trust, including but not limited to, the commission of a fraud including mail fraud or false representations, violation of a fiduciary relationship, violation of Federal or state antitrust statutes, securities offenses, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; or (v) within a three (3) year period preceding the date of this Agreement, had one or more public transactions (federal, state or local) terminated for cause or default.

The Agent also acknowledges and agrees that it has a continuing obligation to notify Dearborn Life in writing within seven (7) business days if any of the above-referenced representations change. The Agent further acknowledges and agrees that any misrepresentation of its status or any change in its status at any time during the term of this Agreement may be grounds for immediate termination of this Agreement, at the sole discretion of Dearborn Life.

23. AUDITS.

Dearborn Life and its representatives will be permitted to audit, at its own expense, the corporate and financial records and files of the Agent and the Agent's compliance as they pertain to the terms and conditions of this Agreement. In order to perform any such audit, Dearborn Life and its representatives will be permitted to: (a) visit and inspect any of the properties of the Agent, (b) examine the corporate and financial records and files of the Agent and make copies or extracts of them as they pertain to the Products and this Agreement, and (c) discuss the affairs, finances and accounts of the Agent with the directors, officers, key employees and independent accountants of Agent. The Agent will fully cooperate, at its own expense, with Dearborn Life in the performance of any such audit.

24. INDEMNIFICATION.

The Agent agrees, on behalf of itself and its employees, to indemnify, defend, and hold harmless Dearborn Life from any and all expenses, costs, losses, claims, damages or liabilities, joint or several, (collectively the "liabilities") to which Dearborn Life or any of its directors, officers or employees thereof may become subject insofar as the liabilities arise out of or are based upon: (a) any nonperformance or breach by the Agent or its employees, of any provision of this Agreement; (b) any act or omission of the Agent or its employees, which is negligent, reckless, fraudulent or unauthorized; (c) any violation of any Law or failure to comply with any court order by the Agent or its employees; or (d) any other act or omission for which the Agent is responsible or liable for under this Agreement. Without limiting any of its rights to indemnification, Dearborn Life in its sole discretion may negotiate, defend, settle or pay any such liabilities. Dearborn Life is entitled to reimbursement for any amount paid plus any and all fees and expenses incurred in investigating, defending against or paying the liabilities.

25. TERMINATION.

- (a) **Without Cause.** This Agreement shall terminate:
- (1) Automatically if:
 - (i) Dearborn Life stops doing business; or
 - (ii) the Agent suffers a financial impairment which, in the opinion of Dearborn Life, may affect the Agent's performance under the Agreement.
 - (2) Upon thirty (30) days written notice by either party to the other;
 - (3) Upon assignment of this Agreement by the Agent without the prior written consent of Dearborn Life;
 - (4) Upon the death or disability of the Agent; or
 - (5) Upon any legal or contractual event causing a dissolution of the corporate structure of the Agent. Dearborn Life may rely on this Agreement as existing prior to the dissolution until such time as Dearborn Life has formal written notice of such dissolution.
- (b) **With Cause.** This Agreement shall terminate immediately without notice of any kind, at the sole option of Dearborn Life, if the Agent at any time:
- (1) breaches any of the terms restrictions, or limitations of this Agreement; and/or
 - (2) fails to perform any of its duties or obligations under this Agreement; and/or
 - (3) has any license granted to the Agent from a state or other jurisdiction, which authorizes the Agent to solicit or sell Product, suspended, revoked or cancelled; and/or
 - (4) commits any of the acts in **Section 17(f)** that justify a forfeiture of Compensation under this Agreement.
- (c) **Post Termination Duties.** Except as provided otherwise in this Agreement, the parties shall have no duties upon termination of this Agreement except to settle their accounts including payment of compensation on Product in effect on the date of termination or issued pursuant to applications received by Dearborn Life prior to termination; to pay any existing indebtedness which shall become due and owing in full as of the termination date; to reimburse or indemnify as set forth in this Agreement; and to carry out any residual obligations which arose while this Agreement was in force. In the event this Agreement terminates due to death or legal incompetence of the Agent, the representatives of the Agent may perform these duties if so approved by Dearborn Life.

26. AGENT MANAGEMENT/OWNERSHIP CHANGES.

Agent agrees to give Dearborn Life timely notice of all changes in the management or ownership of the Agent, which shall include a merger of the Agent with any other entity. Timely notice in no event shall mean more than thirty (30) following the event requiring notice. Dearborn Life reserves the right to terminate this Agreement if it does not approve, in writing, of the change in management or ownership of the Agent.

27. MODIFICATION.

This Agreement may be modified only if in writing. Dearborn Life may modify this Agreement without Agent's consent in order to comply with any Law.

28. ESTOPPEL.

The failure by either party to exercise any of its rights under this Agreement shall not constitute a waiver of its rights or a precedent to be followed at any subsequent date.

29. ASSIGNMENT.

The Agent may not transfer or assign this Agreement in whole or in part, or any right or obligations or compensation arising from this Agreement unless agreed to in writing by Dearborn Life.

30. DEARBORN LIFE MERGERS.

Dearborn Life may merge with, be consolidated into or transfer substantially all of its business and assets to another corporation.

31. DELEGATION.

Agent may not delegate any of its functions or duties without the prior written consent of Dearborn Life.

32. ENTIRE CONTRACT AND PRIOR AGREEMENTS.

This Agreement and any Product Addenda or Compensation Schedule or other document executed as part of this Agreement, supersede any and all previous Dearborn Life contracts, stipulations and agreements, written or oral with respect to the Product. Any superseded agreement under which compensation is still payable shall be considered as continuing in force solely for the purpose of such payments, but will be subject to any liens or assessments contained therein or in this Agreement.

33. SURVIVAL.

No termination of this Agreement will affect any covenants, conditions, commitments, undertakings and rights, agreements, or obligations of either party made in this Agreement which are intended to survive such termination.

34. SEVERABILITY; INTERPRETATIONS.

Should one or more provisions of this Agreement be held by any court to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force.

35. NOTICES.

Any notice or other communication required or permitted to be made or given by either party pursuant to this Agreement must be in writing, and will be deemed to have been duly given: (i) five (5) business days after the date of mailing if sent by registered or certified U.S. mail, postage prepaid, with return receipt requested; (ii) when transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine and a copy of such facsimile is promptly sent by another means specified in this Section; (iii) when transmitted if sent by email, provided a copy of such email or its contents is promptly sent by another means specified in this Section; or (iii) when delivered if delivered personally or sent by express courier service. All notices will be sent: (a) in the case of the Agent, to its address given for it in this Agreement; and (b) in the case of Dearborn Life, to its Vice President, Sales, with a copy to its General Counsel at the main administrative offices of Dearborn Life at 1020 31st St., Downers Grove, Illinois, 60515-5591; or to a party at such



Group Products
Underwritten by Dearborn Life Insurance Company

Producer Agreement Dearborn Life Insurance Company

Main Administrative Office:

701 E. 22nd Street, Suite 300 Lombard, IL 60148

Phone Number: (888) 262-0930 • Fax Number: (312) 540-3105

other address as such party will have specified in a notice given in accordance with this Section.

36. RIGHT TO CONTRACT.

The Agent hereby represents and warrants to Dearborn Life that it is not bound by any regulatory, contractual, or other restriction or negative covenant, which in any way would prohibit or otherwise affect its right to enter into this Agreement with Dearborn Life or would otherwise impede its ability or right to perform any of its duties or obligations under this Agreement.

37. GOVERNING LAW.

This Agreement will be administered, construed and enforced according to the laws of the State of Illinois (without regard to any conflicts of law provisions).

38. ARBITRATION AGREEMENT.

In the event of any dispute between the parties which arises under this Agreement, such dispute shall be settled by arbitration in accordance with the rules for commercial arbitration of the American Arbitration Association in effect at the time such arbitration is initiated. A list of arbitrators shall

be presented to the parties from which one will be chosen using the applicable rules. The hearing shall be conducted at a mutually agreeable location in DuPage County, Illinois. The decision of the arbitrator shall be final and binding upon all parties.

Each party shall bear its own expenses of the filing fees and related administrative costs. Administrative and other costs of enforcing an arbitration award, including the costs of subpoenas, depositions, transcripts and the like, witness fees, payment of reasonable attorney's fees, and similar costs related to collecting an arbitrator's award, will be added to, and become a part of, the amount due pursuant to this agreement. Any questions involving contract interpretation shall use the laws of Illinois. An arbitrator's decision may be entered in any jurisdiction in which the party has assets in order to collect any amounts due hereunder. Any action filed in order to enforce this Agreement, including an arbitration award shall be filed solely in the courts located in DuPage County, Illinois.

Executed by the Parties.

BY: PRODUCER

Print Name on License

Corporation Name, if applicable

Street Address

City, State, ZIP

SSN or Tax ID Number

Office Telephone#

Fax#

Authorized Producer Signature

Print Title

Date: _____

Electronically Authorized and Signed

BY: DEARBORN LIFE INSURANCE COMPANY

By: _____
Authorized Officer Signature

Michael W. Witwer, President and Chief Executive Officer
Name and Title

Date



Group Products
Underwritten by Dearborn Life Insurance Company

Main Administrative Office:
701 E. 22nd Street, Suite 300 Lombard, IL 60148

Phone Number: (888) 262-0930 • **Fax Number:** (312) 540-3105

This Product Addendum to the Producer Agreement (or Agent Agreement) between Dearborn Life Insurance Company (the Company" or "Dearborn Life") and the Producer named below (the "Producer") is effective _____ and applies to all policies or coverages placed by the Producer with the Company with policy or coverage years effective after this date, except as otherwise provided by the Company.

GROUP BASIC INSURANCE PRODUCTS	COMMISSION SCHEDULE	Subject to HIPAA (Y/N)
Basic Group Life and AD&D		NO
Annual Premium		
First \$5,000	15%	
From \$5,001 – \$15,000	10%	
From \$15,001 – \$40,000	5%	
From \$40,001 – \$90,000	2%	
From \$90,001 – \$190,000	1.50%	
From \$190,001 – \$390,000	0.50%	
Over \$390,000	0.10%	
Short Term Disability, Long Term Disability, Accident Insurance*, AD*, AD&D*, Critical Illness*		NO
Annual Premium		
First \$15,000	15%	
From \$15,001 – \$25,000	10%	
From \$25,001 – \$50,000	5%	
From \$50,001 – \$2,000,000	0.50%	
Over \$2,000,000	0.10%	
GROUP VOLUNTARY INSURANCE PRODUCTS		
Life and AD&D, Accident Insurance*, AD*, AD&D*, Short Term Disability, Long Term Disability, Critical Illness*		NO
Annual Premium – All	15%	

***Critical Illness Insurance, Accident Insurance, AD and AD&D may not be available in all states.**

Dearborn Life Insurance Company's group insurance products are offered as Specialty Benefits in cooperation with Blue Cross Blue Shield of Michigan. Specialty Benefits group insurance products are issued by Dearborn Life Insurance Company, 701 E. 22nd St. Suite 300, Lombard, IL 60148. Dearborn Life is a separate company and does not provide Blue Cross Blue Shield of Michigan products and is financially responsible for the products it issues.

Dearborn Life Insurance Company is an independent licensee of the Blue Cross and Blue Shield Association. Blue Cross Blue Shield of Michigan and Blue Care Network are nonprofit corporations and independent licensees of the Blue Cross and Blue Shield Association.



Group Products
Underwritten by Dearborn Life Insurance Company

Main Administrative Office:
701 E. 22nd Street, Suite 300 Lombard, IL 60148

Phone Number: (888) 262-0930 • **Fax Number:** (312) 540-3105

Products or Policies with specific negotiated commission rates or calculation methodologies different from the above must either be agreed to by Dearborn Life: (1) on a case specific Product Addendum to this Agreement; or (2) on a New Case Issue Transmittal Form signed by the Producer and a Dearborn Life sales representative, or (3) otherwise as determined by Dearborn Life.

As provided in the Producer or Agent Agreement, this Product Addendum may be changed by amendment to the Product Addendum signed by the Producer and Dearborn Life, or by written notice from Dearborn Life to the Producer in advance of such change.

In the event of a conflict between this Product Addendum and the Producer or Agent Agreement, the Producer or Agent Agreement shall govern except to the extent that this Product Addendum specifically states otherwise. In the event of a conflict between this Product Addendum and another Product Addendum, the Product Addendum with the later effective date shall govern.

Please complete all of the applicable information below

PRODUCER

Print Name on License

Corporation Name, if applicable

Street Address

City, State, ZIP

SSN or Tax ID Number

Office Telephone#

Fax#

By: _____
Authorized Producer Signature

Title

Date

Electronically Authorized and Signed**DEARBORN LIFE INSURANCE COMPANY**

By: _____ **Michael W. Witwer, President and Chief Executive Officer** _____
Authorized Officer Signature Name and Title Date

Dearborn Life Insurance Company's group insurance products are offered as Specialty Benefits in cooperation with Blue Cross Blue Shield of Michigan. Specialty Benefits group insurance products are issued by Dearborn Life Insurance Company, 701 E. 22nd St. Suite 300, Lombard, IL 60148. Dearborn Life is a separate company and does not provide Blue Cross Blue Shield of Michigan products and is financially responsible for the products it issues.

Dearborn Life Insurance Company is an independent licensee of the Blue Cross and Blue Shield Association. Blue Cross Blue Shield of Michigan and Blue Care Network are nonprofit corporations and independent licensees of the Blue Cross and Blue Shield Association.



Dearborn Life Insurance Company

Group Products
Underwritten by Dearborn Life Insurance Company

Main Administrative Office:
701 E. 22nd Street, Suite 300 Lombard, IL 60148
Phone Number: (888) 262-0930 • **Fax Number:** (312) 540-3105

**DISCLOSURE AND AUTHORIZATION
OF
INVESTIGATIVE REPORT/CONSUMER REPORT
FOR
EMPLOYMENT PURPOSES**

I understand that as part of doing business with Dearborn Life Insurance Company (the "Company") an investigative report may be prepared. I hereby authorize the Company, including investigative services company under contract with the Company and acting on behalf of the Company, to conduct inquiries and obtain these reports. I authorize all persons, firms, and entities having information about me to give the Company all information that it requests. I release from liability all persons, firms or entities supplying such information to the Company, and I agree to hold the Company harmless and indemnify it from any liability, which it may incur as a result of conducting any of the inquiries contemplated herein.

I understand and agree that the investigative report may consist of consumer reports (including investigative consumer reports), criminal record reports, insurance department inquiries, and interviews with third parties such as former employers, financial sources, or others. These reports may include information as to my character, general reputation, personal characteristics, and mode of living. I may request, in writing, from the home office of the Company additional information as to the nature and the scope of this investigation.

I understand that

- The Company may disclose to its affiliates or third parties, including agencies that assume any debit balance, any information about me whether or not such information was part of the investigative report received from other sources.
- Before taking adverse action in whole or in part based on a consumer report, the Company will provide me with a copy of the consumer report and a copy of a notice of my rights under the Fair Credit Reporting Act ("FCRA").

I hereby authorize the Company to provide information concerning any past-due debt owed the Company to the credit reporting services to which it subscribes.

I understand that this disclosure and authorization is required by the FCRA and does not mean that, if appointed, my relationship with the Company will be that of employer-employee. Instead my relationship will remain that of an independent contractor.

These authorizations shall remain in effect for two (2) years from the date I sign this Disclosure and Authorization or for the duration of my appointment with the Company, whichever is longer. A copy or facsimile of this Disclosure and Authorization shall be as valid as the original. I have received a copy of a notice of my rights under the FCRA with this Disclosure and Authorization.

Signature of Applicant: _____

Date: _____

Printed Name of Applicant: _____

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SB Z6285 | R 10/21



Specialty Benefits

Commission Electronic Funds Transfer Dearborn Life Insurance Company

Group Products
Underwritten by Dearborn Life Insurance Company

Main Administrative Office:
701 E. 22nd Street, Suite 300 Lombard, IL 60148
Phone Number: (888) 262-0930 • **Fax Number:** (312) 540-3105

Instructions: Complete all sections of this form; date, sign and return the form with a **copy of a voided check or bank letter for checking accounts, or a deposit ticket for savings accounts which is required for account verification***.

Check one of the following choices:

- _____ **New Electronic Funds Transfer (EFT) payment program** - Begin paying my individual commissions directly into the bank account shown below
- _____ **Change my existing EFT payment program** – Continue paying my individual commissions directly into my bank account, but change my EFT payment program as follows:
- _____ Change financial institution as shown below
- _____ Change account information as shown below

Forms can be mailed to the mailing address above, emailed to: GSB_Commissions@groupsspecialtybenefits.com or faxed to 312-540-3105.

I hereby certify that the checking or savings account indicated below is under my direct control and access; and, I authorize Dearborn Life Insurance Company ("Dearborn Life") to initiate credit entries, and initiate adjustments for credit entries made in error, to the account number below. I also authorize the bank named below to credit and/or debit the same account number as Dearborn Life directs. Please note, debits will not occur until Dearborn Life has first notified the producer that it intends to make such a debit. This authority is to remain in full force and effect until Dearborn Life has received written notification from me of a termination or change of this authorization in such time and manner as to afford Dearborn Life a reasonable opportunity to act on that notification

INFORMATION

Producer Name:

(Name of agent or agency to which commissions are paid)

Name of Financial Institution:

(Bank, Credit Union, etc.)

Producer Business Address:

Address

City, State ZIP

Producer Daytime Phone number:

Local Branch Telephone number with Area Code:

Branch Location of Financial Institution:

City, State ZIP

Type of Account: Checking ☐ Savings ☐

Producer Email Address:

Commission statements are sent via e-mail

Financial Institution Routing and Account Number:

Routing Number

Account Number

Producer (Account Holder) Signature

Date:

***Failure to attach a copy of a voided check or bank letter for checking accounts OR deposit ticket for savings accounts will delay the processing of your EFT request.**

Note: Dearborn Life is not responsible for the result of inaccurate information provided on this form. Inaccurate/illegible entries may delay processing.

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Debit-Check Agent/Agency Authorization Form

Vector One Operations, LLC dba Vector One (collectively with its affiliates, "Vector One") manages the secured web portal interactive computer service provided by Debit-Check.com, LLC a ("Debit-Check"). This Debit-Check Agent/Agency Authorization Form is by and among the undersigned ("you", "me", "I" or "my"), Vector One, and the Company (as defined below) and is used by Debit-Check subscribers who desire to be granted authorization from you for the submission and/or receipt of your personal information to the Debit-Check service as necessary to conduct a commission related debit balance screening. The undersigned company and its affiliates and authorized third parties (collectively, the "Company") is a Debit-Check subscriber. Accordingly, as part of the contracting and appointment process or determination of eligibility for advancement of commissions, the Company may conduct a commission related debit balance screening via Debit-Check in order to determine your eligibility and may continue to conduct periodic commission related debit balance screenings as determined in the Company's sole discretion following the engagement of any employment, appointment, contract, tenure, or other relationship with the Company.

Access to Debit-Check Information: You can obtain your commission related debit balance information by contacting the Vector One Agent Hotline at (800) 860-6546.

AGENT/AGENCY'S STATEMENT – READ CAREFULLY

The Company is hereby authorized to obtain and conduct a commission related debit balance screening through Vector One's Debit-Check secured web portal to determine if another Debit-Check subscriber has posted that I have an outstanding commission related debit balance. I understand that the Company may consider the results of the commission related debit balance screening in order to determine my eligibility to be contracted and appointed or determine my eligibility for advancement of commissions as an insurance producer and may continue to conduct periodic commission related debit balance screenings as determined in the Company's sole discretion following the engagement of any employment, appointment, contract, tenure, or other relationship with the Company. I understand and acknowledge that the Company may obtain commission related debit balance information through Debit-Check as state law allows. I understand that my information, including my name and social security number ("My Information") may be used for the purpose of obtaining and conducting a commission related debit balance screening. I further understand that in the event of termination or expiration of my employment, appointment, contract, tenure, or other relationship with the Company, whether voluntary or involuntary, if a commission related debit balance is owed to the Company, the Company may post My Information to the Debit-Check service which may be accessed by Debit-Check subscribers until such time the debit balance is satisfied or otherwise removed.

BY SIGNING BELOW, I HEREBY (PLEASE INITIAL ALL STATEMENTS):

(A) _____ Authorize the Company to use My Information for purposes of conducting a commission related debit balance screening, and periodic commission related debit balance screenings as determined in the Company's sole discretion following the engagement of any employment, appointment, contract, tenure, or other relationship with the Company, utilizing Debit-Check.

(B) _____ Authorize the Company to consider the results of the commission related debit balance screening in order to determine my eligibility to be contracted and appointed or determine my eligibility for advancement of commissions as an insurance producer.

(C) _____ Authorize and direct Vector One to receive and process My Information as necessary to intentionally disclose and furnish the results of my commission related debt verification screening, whether directly or indirectly, to the Company.

(D) _____ Authorize the Company to submit My Information to the Debit-Check service in the event of termination or expiration of my engagement with the Company, whether voluntary or involuntary, to the extent a commission related debit balance is owed to the Company.

(E) _____ Authorize and direct Vector One to receive and process My Information and intentionally disclose to any Debit-Check subscriber who submits an inquiry utilizing My Information the results of my commission related debit balance screening, which will contain My Information, to the extent a debit balance is owed.

Agent/Agency Printed Name: _____

Signature: _____

Date: _____

FOR COMPANY USE ONLY

AGREED AND ACKNOWLEDGED BY COMPANY:

Name of Company: _____

Signature: _____

Name and Title: _____