



Request for Agent Appointment

Fax: (402) 496-8366

To: Agency Support Center

Date: _____

Re: (Agent Name) _____

Licensing Checklist

Important: Please sign all materials, stamped signatures are not acceptable.

- Application For Contract**
Fill in all portions of both pages of the Application for Contract. Date and Sign the *Agent applicant signature* line.
- Disclosure Notice and Authorization**
Print your name, sign and date.
- A Summary of Your Rights Under the Fair Credit Reporting Act**
To be left with applicant.
- Special Agent's Agreement Life and Health Insurance**
Sign on the *Agent* signature line on the second page of the agreement.
- Assignment of Commissions and Service Fees (If Applicable)**
If requesting assignment of commissions, fill in all portions of the top section. Date, sign, and print your name and have signed by a witness. Leave *Acceptance* section blank and complete the "Acknowledgement" area. If requesting assignment of commissions to a corporation, attach a copy of Corporate License if applicable.
- Direct Deposit Authorization**
Fill in all portions including Routing/Transit number and Account number. Sign at the bottom and include a voided check.
- Business Associate Agreement/HIPAA Privacy and Security Provisions**
Date, sign, and write your name in the BUSINESS ASSOCIATE section on page 3.
- Copy of State Insurance License**
Attach a copy of your current state insurance license and all non-resident licenses for states you are requesting appointment. If contracting as a corporation, attach a copy of the corporate license if the state requires it.
- License Fee \$ _____**
One check in the total amount for all resident and non-resident licensing fees is to be made payable to **World Insurance**.

AL	AZ	AR*	CO	DE	FL	GA	IL	IN	IA	KS	LA	MI	MO	MS	MT	NE	NV
\$30	\$0	\$0	\$0	\$25	\$60	\$10	\$0	\$0	\$8	\$5	\$20	\$5	\$0	\$10	\$0	\$8	\$15
NM	NC	ND	OH	OK	PA	SC*	TN	TX	VA	WV	WI						WY
\$23	\$20	\$10	\$20	\$40	\$15	\$0	\$15	\$10	\$14	\$25	\$7/\$24 (non-res.)						\$15

*Application for insurance must be submitted along with agents' paperwork.

For Florida resident appointment, please provide resident county: _____

Commission Pattern: _____

Reports To: Name – Please Print _____

Agent # _____

Name of General Agent - Please Print

General Agent Signature

General Agent Code

E2000



* E 2 0 0 0 *

APPLICATION FOR CONTRACT

Please respond to ALL questions (please print legibly).

Name _____ Individual Corporation Partnership
(First) (Middle initial) (Last)

If a corporation, give names of officers and titles: _____

Date of Birth _____ Soc. Sec. No. _____ Tax I.D. No. _____

Business address _____
(Street) (City) (State) (ZIP)

Supply address _____
(No PO Boxes) (Street) (City) (State) (ZIP)

E-mail address _____

Residence address _____
(Street) (City) (State) (ZIP)

How long at residence address? _____ If fewer than 5 years, please list other addresses in the past 5 years _____

Phones: Business (____) _____ FAX (____) _____ Residence (____) _____

Software Requested: Yes No

Type of license presently held: Life A&H Med Supp P/C Other _____

Current resident license number (attach copy): _____

Other state(s) in which you are licensed: _____

In which states do you wish to be appointed with World? (please attach copies of your current licenses in those states) _____

Do you need to assign your commissions to an agency or other entity? Yes No (If yes, additional forms will be required.)

Have you ever been appointed with World? Yes No If yes, give details. _____

Anticipated production during first 12 months with World: Number of applications: _____

Product lines: _____

- | | Yes | No |
|--|--------------------------|--------------------------|
| 1. Do you have an outstanding debt or debt balance with any insurance company? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Have you ever had a civil judgment entered against you? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Have you ever filed bankruptcy or reorganization, either personally or in business? | <input type="checkbox"/> | <input type="checkbox"/> |

- | | Yes | No |
|--|--------------------------|--------------------------|
| 4. Has an insurance company ever cancelled a contract with you for cause? | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Have you ever had a bond declined or cancelled? | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Have you ever been convicted for any offense other than a minor traffic violation? | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. If currently licensed, has your insurance license ever been cancelled or suspended? | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. Have you ever been fined by any insurance regulatory authority? | <input type="checkbox"/> | <input type="checkbox"/> |

If "yes" to any of questions 1 through 8 above, please give details or attach documentation. _____

- | | | |
|--|--------------------------|--------------------------|
| 9. Do you own a fidelity/surety bond and/or have errors & omissions insurance? | <input type="checkbox"/> | <input type="checkbox"/> |
| If "yes," circle which one you have and give company name. | | |
| Has a claim been filed within the last 5 years? | <input type="checkbox"/> | <input type="checkbox"/> |
| Give details. _____ | | |

I understand a request may be made of a consumer and/or consumer investigative reporting agency to secure and provide information concerning my character, general reputation, personal characteristics, mode of living, and the accuracy of the statements made on this application. I also understand a criminal and financial background check will be done.

By submitting this application, I am hereby requesting the opportunity to engage in a business transaction with World. Such request may warrant World's procurement of a consumer report in connection with the actual or potential advancement of commissions to me in connection with insurance services that I may perform on behalf of World.

By my signature below, I confirm that the answers given above are true, complete, and accurate to the best of my knowledge and belief, and understand that false statements may be cause for termination.

I agree that I will not solicit business for the Company until my contract has been approved by the home office of World Insurance Company.

I understand that minimum production levels are required to maintain my contract and appointment.

(Date) (Agent applicant signature - stamped signature not acceptable)

Attach completed forms.

By my signature below and to the best of my knowledge: I confirm that the answers given above by the agent are true, complete, and accurate and I verify that the agent is of good moral character and meets all state requirements for financial soundness, business experience and education.

(General Agent - please print) (GA code) (GA signature - stamped signature not acceptable)



Disclosure Notice

In connection with either your interest in obtaining or continuing an independent contract to supply services to World Insurance Company, or to receive advanced commission in connection with your supplying services to World Insurance Company, we may produce a consumer report (including an investigative consumer report) on you. A “consumer report” is any form of communication by a consumer reporting agency bearing on one’s credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics or mode of living; it may include public record information (such as your driving record). An “investigative consumer report” is a special type of consumer report. If we intend to request such a report, you will be given a separate disclosure which describes such a report and your particular rights in that regard. Any information obtained through a consumer report will be used for employment purposes only, and will not be used in violation of any Federal or State equal opportunity law or regulation.

In the event information from a “consumer report” is to be utilized in whole or in part in making an adverse decision with regard to your potential or continued contractual relationship, before making the adverse decision we will provide you with a copy of the consumer report provided to us, and a description of your rights under the federal Fair Credit Reporting Act. (The Fair Credit Reporting Act gives you specific rights in dealing with consumer reporting agencies. A copy of your rights will be provided to you during the contracting process.)

Authorization

In order to be considered for, or continued in, an independent contract relationship with this company, and in connection with my potential receipt of advanced commission from World Insurance Company, by my signature below, I hereby request and authorize World Insurance Company or its representative to obtain a consumer credit report. If I enter into a contract, this authorization shall remain on file and in effect, and shall serve as an ongoing authorization for World Insurance Company or its representatives to procure consumer reports at any time during the term of my contract. I acknowledge receipt of a copy of a document entitled, “A Summary of Your Rights Under the Fair Credit Reporting Act.”

Information provided on this authorization will be used for the sole purpose of procuring a consumer report.

Name (Please Print): _____

Prospective Agent’s Signature: _____

Date: _____

A Summary of Your Rights Under the Fair Credit Reporting Act

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

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - a person has taken adverse action against you because of information in your credit report;
 - you are the victim of identify theft and place a fraud alert in your file;
 - your file contains inaccurate information as a result of fraud;
 - you are on public assistance;
 - you are unemployed but expect to apply for employment within 60 days.In addition, by September 2005, all consumer will be entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.ftc.gov/credit for additional information.
- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.ftc.gov/credit for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.



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

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

Type of Business:	Contact:
Consumer reporting agencies, creditors and others not listed below	Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 1-877-382-4357
National banks, federal branches/agencies of foreign banks (word “National” or initials “N.A.” appear in or after bank’s name)	Office of the Comptroller of the Currency Compliance Management, Mail Stop 6-6 Washington, DC 20219 800-613-6743
Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks)	Federal Reserve Board Division of Consumer & Community Affairs Washington, DC 20551 202-452-3693
Savings associations and federally chartered savings banks (word “Federal” or initials “F.S.B.” appear in federal institution’s name)	Office of Thrift Supervision Consumer Complaints Washington, DC 20552 800-842-6929
Federal credit unions (words “Federal Credit Union” appear in institution’s name)	National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 703-519-4600
State-chartered banks that are not members of the Federal Reserve System	Federal Deposit Insurance Corporation Consumer Response Center, 2345 Grand Avenue, Suite 100 Kansas City, Missouri 64108-2638 1-877-275-3342
Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission	Department of Transportation, Office of Financial Management Washington, DC 20590 202-366-1306
Activities subject to the Packers and Stockyards Act, 1921	Department of Agriculture Office of Deputy Administrator – GIPSA Washington, DC 20250 202-720-7051





SPECIAL AGENT'S AGREEMENT HEALTH INSURANCE

Agreement made this _____ day of _____, 20____, to take effect on the _____ day of _____, 20____, between World Insurance Company of Omaha, Nebraska, hereinafter referred to as Company, and _____, as its Special Agent, hereinafter referred to as Agent.

WITNESSETH:

Company hereby appoints Agent to act for it in the following territory: NOT TO EXCEED THE TERRITORIAL BOUNDARIES AS DEFINED IN GENERAL AGENT'S AGREEMENT.

1. Agent agrees to solicit applications for health insurance for Company; to collect and receipt for the first premiums thereon; to deliver immediately to Company all applications taken by Agent; to report and remit promptly to Company all premiums collected by Agent; to repay to Company commissions received on premiums for policies cancelled or rescinded after issuance; and to service business procured by Agent or other business assigned to Agent, all subject to such instructions as may be issued by Company from time to time.
2. Agent shall be paid while this Agreement is in force the commissions on health insurance shown in the Commission Schedule attached hereto, on premiums received by Company in cash for insurance placed hereunder.
3. In event of termination of this Agreement by the death or commencement of total and permanent disability of Agent, thereafter the renewal commissions and deferred first year commissions which otherwise would be paid to Agent if this Agreement had remained in force will be paid to Agent, if living, otherwise to the spouse of Agent, or if such spouse shall not survive Agent or shall die prior to final payment, then to the estate of Agent, for a period of five years following such termination.
4. In event of termination of this Agreement other than as provided in Paragraph 3, renewal commissions and deferred first year commissions thereafter will be payable as follows:
 - (a) If this Agreement shall have been in force less than one year, no renewal commissions or deferred first year commissions will be payable after such termination.
 - (b) If this Agreement shall have been in force one year or more, the renewal commissions and deferred first year commissions which otherwise would be paid to agent if this Agreement had remained in force, will be paid to Agent, if living, otherwise to the spouse of Agent, or if such spouse shall not survive Agent or shall die prior to final payment, then to the estate of Agent, but such commissions will not be payable for more than nine years following termination.
 - (c) Payment of renewal commissions and deferred first year commissions under this Paragraph 4 will be made to Agent, Agent's spouse or the executor or administrator of Agent's estate, as the case may be, only if such commissions shall amount to at least \$600.00 each year, commencing with the date of such termination, and in event said commissions shall be less than \$600.00 for each such year, no further renewal commissions or referred first year commissions will be paid.
 - (d) Provided, however, in event of termination of this Agreement for cause as defined in 14(d), no renewal commissions will be payable thereafter.
5. In event any policy placed hereunder shall lapse and be reinstated by a representative of Company other than Agent, no commissions will be paid Agent on premiums received for or after such reinstatement.
6. No commissions will be paid on any policy not accepted by the applicant or on any application not accepted by the Company.
7. Company may offset against and deduct from any commissions payable hereunder any indebtedness of Agent to Company, and such indebtedness shall be a first lien against all such commissions.
8. No assignment of this Agreement or any commissions accruing under it or any interest therein shall be valid, except with the prior written consent of Company.



9. Agent agrees not to deliver any policy until settlement has been received for the first premium therefore.
10. Agent shall immediately return to Company any undelivered policy issued on the application of a person who, to the knowledge of Agent, becomes impaired in health after making application.
11. Rebating in any form, directly or indirectly, is prohibited. No representation shall be made for the purpose of inducing a policyholder in this or any other company to lapse, forfeit or surrender insurance.
12. Nothing contained herein shall be construed to create the relationship of employer and employee between Company and Agent, who shall be free to exercise Agent's own judgement as to the persons solicited and the time and place of solicitation, but Company may from time to time issue instruction respecting the conduct of said business, not interfering with such freedom of action, which instructions shall be conformed to by Agent.
13. Failure of Company to insist upon strict compliance by Agent with any of the conditions of this Agreement, or the instructions of Company, shall not be construed as a waiver of same, but they will continue to be in full force and effect.
14. Termination Provisions:
 - (a) This Agreement shall terminate automatically upon the death or commencement of total and permanent disability of Agent.
 - (b) This Agreement shall terminate automatically if Agent shall not continue to hold a valid license to do business in the territory covered hereunder.
 - (c) Either party shall have the right at any time to terminate this Agreement upon giving thirty (30) days notice in writing, addressed to Company at its Home Office or to Agent at the last known address of Agent, except as otherwise provided in 14(d).
 - (d) This Agreement may be terminated immediately by Company upon notice in writing to Agent at the last known address of Agent for and on account of any of the following enumerated acts done or committed by Agent, which shall constitute good cause therefore:
 - (1) Fraud or breach of any of the terms of this Agreement; or
 - (2) Failure to pay Company any money belonging to it, as herein provided; or
 - (3) Violation of any of the laws of the state or the rules of the insurance department regulating insurance companies and their business in the territory covered by this Agreement; or
 - (4) Any act of Agent affecting the right of Company to do business in the territory covered by this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

Signature of Agent

Signature of General Agent

General Agent Code

For Home Office Use Only

Approved:

World Insurance Company

By _____
Marketing Administration Department

Agent Code





ASSIGNMENT OF COMMISSIONS AND SERVICE FEES

FOR VALUABLE CONSIDERATION, I hereby set over and assign to _____ (Assignee) all of my right, title and interest in and to all commissions and service fees payable to me under the terms and conditions of a " _____ Agreement Health Insurance" between WORLD INSURANCE COMPANY of Omaha, Nebraska and the undersigned as _____, dated the _____ day of _____.

This assignment is made, subject to all the terms and conditions of said _____ Agreement.

I hereby bind my Beneficiary and Personal Representative to the full performance of the terms and conditions of this Assignment.

WORLD INSURANCE COMPANY is hereby directed and authorized to make payment of all sums due thereunder to said Assignee.

This Assignment shall remain in effect until written notice of the termination hereof by me has been received by said WORLD INSURANCE COMPANY.

The Federal Identification Number of said Assignee is _____

Dated at _____ this _____ day of _____, 20_____.

Agent Signature _____ Witness _____

Agent Printed Name _____ Agent Code _____

ACCEPTANCE

We hereby accept the above Assignment, on condition the rights of WORLD INSURANCE COMPANY under said _____ Agreement shall be prior to any rights of the Assignee.

Dated at Omaha, Nebraska this _____ day of _____.

Attest:

WORLD INSURANCE COMPANY

By Michael E. Abbott, Chairman, President & Chief Executive Officer

Company Countersignature

ACKNOWLEDGEMENT

We hereby acknowledge the above Assignment to us, and agree the rights of WORLD INSURANCE COMPANY under said _____ Agreement shall be prior to our rights under said Assignment.

Dated at _____ this _____ day of _____, 20_____.

ASSIGNEE (Signature of Company Officer) _____

P.O. Box or Street Address

City, State, ZIP Code





World Insurance Company is pleased to provide direct deposit of your commissions into your bank account.

Here are some of the benefits you will receive with our direct deposit program:

- *Get your commissions fast.*
- *Funds are deposited three working days after World Insurance transmits to the bank.*
- *No more lost checks.*
- *No more trips to the bank to deposit checks.*

Your statement, which is available at www.worldsells.com, will indicate the amount of the deposit. The authorization form below states that we may make debit entries to your account only in the rare case of a bank error or a commission processing error. **We will not deduct debit balances from your bank account.**

In order to begin direct deposit, please complete the authorization form below. **Please be sure to sign the form and attach a voided check or a savings deposit slip.**

If you change your bank account number, please notify us immediately to avoid any delays in your commission. A written request along with a new **voided check or a deposit slip** must be submitted in order to change this information.

Direct Deposit Authorization

Please complete and return to Agency Support Center

Agent Name/Corporation Name: _____ Date: _____
(As it appears on your contract.)

Agent Number/Numbers: *(Please list all agent numbers.)* _____

Social Security or Tax ID Number: _____

E-mail Address: _____

I authorize World Insurance Company to initiate electronic credit entries for commission due. Debit entries will only be made in the rare case of an error by either the bank or World Insurance to correct a credit entry previously made or a commission processing error.

- Checking Account (Attach pre-printed voided check and sign below. If your contract is in your individual name, we need a voided personal check.)**
- Savings Account (Attach a pre-printed savings deposit slip and verify with your bank your routing/transit number.)**
If depositing to a savings account, ask your bank to give you the Routing/Transit Number for your account. It is not always the same as the number on a savings deposit slip. This will ensure that your commissions are deposited correctly.
- Change of Account**

As of _____, my bank information is as follows. In order to change the bank information, I must submit a written request along with a voided check or a deposit slip.

Financial Institution: _____

City: _____ State _____ ZIP: _____

Routing/Transit No.: _____ *(9 digit number - if unsure of number, please contact your bank)*

Account No. _____

This authority will remain in effect until World Insurance Company has received written notice from me. I agree to contact World Insurance Company in writing if I change banks or bank accounts for my deposits.

Signature: _____





BUSINESS ASSOCIATE AGREEMENT

Privacy and Security Provisions

The Business Associate and World Insurance Company (“Company”), hereby enter into this Business Associate Agreement (“Agreement”) concerning the maintenance of the security and confidentiality of Protected Health Information (PHI) as required under applicable laws and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the regulations promulgated thereunder.

RECITALS

A. The purpose of this Agreement is to comply with the Standards for Privacy of Individually Identifiable Health Information published by the Secretary of the U.S. Department of Health and Human Services (“HHS”) to amend 45 C.F.R. Part 160 and Part 164 (the “Privacy Regulation”) under HIPAA.

B. Company has requested Business Associate to perform certain services for or on behalf of Company as previously contracted with the condition that Business Associate agrees to abide by the requirements set forth in the privacy regulation.

C. This Agreement sets forth the terms and conditions pursuant to which PHI that is provided by, or created or received by, the Business Associate from or on behalf of the Covered Entity will be handled.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter addressed, the parties agree as follows:

BUSINESS ASSOCIATE RESPONSIBILITIES:

1. Security Policies. Business Associate shall maintain security policies that comply with applicable laws and regulations.
2. Safeguards. Business Associate warrants that it shall implement and maintain appropriate safeguards to prevent the use or disclosure of PHI otherwise than as permitted by this Agreement provided that such use or disclosure would not violate applicable law or regulation and shall provide Company upon request information concerning such safeguards and shall, upon reasonable request, give access to its facilities used for the maintenance or processing of PHI, for inspection and copying and to its books, records, practices, policies and procedures concerning the use and disclosure of PHI, for the purpose of determining its compliance with this Agreement.
3. Use and Disclosure of PHI. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities or services for or on behalf of Company as specified in the Agreement and this Agreement, provided that such use or disclosure would not violate applicable law. Business Associate shall use PHI only as permitted or required to perform the services set forth in the Agreement or as otherwise required by law. Notwithstanding the foregoing, Business Associate may only use PHI in a manner that would not violate the requirements of applicable law.
4. Training of Staff. Business Associate shall advise and train members of its workforce of their obligations to protect and safeguard PHI and shall take appropriate disciplinary action against any member of its workforce who uses or discloses PHI in violation of this Agreement.
5. Reporting. Business Associate shall report any use or disclosure of PHI not provided for by this Agreement and its workforce or its agents or contractors of which Business Associate becomes aware. Business Associate shall report the remedial action taken or proposed to be taken with respect to such use or disclosure.
6. Mitigation. Business Associate shall mitigate any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this agreement.
7. Access by Individuals. Business Associate shall at the request of Company, and in the time and manner designated by Company make available PHI in a designated record set to Company or as directed to an Individual or his/her personal representative entitled to access and copy the PHI in order to meet the requirement of applicable law and regulations.
8. Correction of PHI. Business Associate shall make any amendment to PHI in a designated record set that Company directs or agrees to at the request of Company or Individual or to his/her personal representative and shall amend and incorporate such amendments or corrections to PHI as required by applicable law.
9. Minimum Necessary. Business Associate warrants that the PHI it discloses, requests and uses is only the minimum amount necessary to carry out the duties and responsibilities contemplated by this Agreement.



10. Accounting of Disclosures. Business Associate shall provide to Company an accounting of disclosures in accordance with applicable law by Business Associate or its employees, agents, representatives or subcontractors as would be required for Company to respond to a request by an Individual for an accounting of disclosures as required by applicable law.
 - (a) Any accounting prepared by Business Associate shall include: (i) the date of disclosure; (ii) name, and address if known of the entity or person who received the PHI; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of the Disclosure. The information relating to the accounting of disclosures shall be documented by Business Associate, as identified herein and such records shall be retained by Business Associate for at least six years from the date of the Disclosure.
11. Disclosure of Internal Practices. Business Associate shall make its internal practices, books, and records, including its policies and procedures relating to the use and disclosure of health information received from, or created or received by Business Associate on behalf of Company available to Company, or at the request of Company to the Secretary, in a time and manner designated by the Company for purposes of determining compliance with applicable law.
12. Procedure upon Termination. Upon termination of this Agreement Business Associate shall return or destroy all PHI that it maintains in any form, and shall retain no copies of such information or, if the parties agree that return or destruction is not feasible, it shall continue to extend the protections of this Agreement to such information, and limit further use of the information to those purposes that make the return or destruction of the information infeasible.
13. Breach. Without limiting the rights of the parties elsewhere set forth in the Agreement, if Business Associate materially breaches its obligations under this Section, the Company may, at its option: (a) exercise any of its rights of access and inspection; (b) provide an opportunity for Business Associate to cure the breach within 30 days of notice to Business Associate by Company and if the breach is not cured within 30 days terminate the agreement; or (c) immediately and unilaterally terminate this Agreement without penalty or recourse. Company retains the right to report to the Secretary of the United States Department of Health and Human Services any violation or material breach. The remedies under this Section and set forth elsewhere in this Agreement shall be cumulative, and the exercise of any remedy shall not preclude the exercise of any other.

COMPANY'S RESPONSIBILITIES:

14. Notification. Company shall notify Business Associate to the extent it may affect Business Associate's use or disclosure of PHI of:
 - (a) any changes in, or revocation of, permission by individuals to use or disclose PHI;
 - (b) its notice of privacy practices and any limitations; and
 - (c) any restrictions to the use or disclosure of PHI that Company has agreed to in response to an individual's request for restriction.

GENERAL TERMS:

15. Term. The term of this Agreement shall be effective as of the date first referenced in this Agreement and shall terminate when all of PHI provided by Company to Business Associate, or created or received by Business Associate on behalf of Company is destroyed or returned to Company or if it is infeasible to return or destroy PHI, protections are extended to such information in accordance with the termination provisions in this Agreement.
16. Audit. Company shall have the right to audit and monitor all applicable activities and records of the Business Associate to determine compliance with the requirements relating to the creation or use of PHI as it relates to the privacy and security sections of this Agreement.
17. Amendment. Upon the enactment of any law or regulation affecting the use or disclosure of PHI, or the publication of any decision of a court of the United States or of this state relating to any such law, or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, Company may, by written notice to the Business Associate amend this Agreement in such manner as it determines necessary to comply with such law or regulation.
18. Survival. The respective rights and obligations of Business Associate shall survive the termination of this Agreement.
19. No Third-Party Beneficiaries. The parties agree that there are no intended third party beneficiaries under this Agreement.
20. De-identified Data Creation. Business Associate is prohibited from converting PHI to de-identified data, unless the Company approves of Business Associate's proposed plan for accomplishing the conversion which meets the requirements of 164.514 of the Code of Federal Regulations.
21. Notices. Any notices to be given hereunder shall be made via U.S. first class mail, or hand delivery to the other party's address.
22. Relationship. This Agreement shall not alter the relationship between the Company and Business Associate and shall not create any additional rights other than those currently in existence as an independent contractor of the Company. There shall be no employment relationship created by the terms of this agreement. Nothing contained herein shall expand the agency relationship or authority as set out in the existing Agreement. Agent/Business Associate's authority is limited to the marketing, processing



and underwriting of new insurance applications. This Agreement does not create any authority in the Agent regarding the processing of claims. The Agent is specifically directed to avoid the receipt of PHI in connection with any claim.

23. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Company to comply with the Privacy Regulation.

DEFINITIONS:

Terms used, but not defined, in this Agreement shall have the same meaning as those terms used in the Privacy Rule promulgated under HIPAA.

Business Associate means the individual licensed and appointed by World pursuant to the Producers Licensing Act to sell or solicit applications for health insurance on behalf of World. This includes any employee or person acting on behalf of said producer.

Company means World Insurance Company which is a Covered Entity under the Privacy Rule.

Designated Record Set means (a) a group of records maintained by or for Company that is 1) medical records and billing records about individuals maintained by or for a covered health care provider; 2) enrollment, payment, claims adjudication and case or medical management record systems maintained by or for a covered health plan or 3) used in whole or in part by or for the covered entity to make decisions about individuals.

Disclose means the release, transfer, and provision of access to or divulging in any other manner of information outside the entity holding the information.

Individual means the person who is the subject of protected health information and shall include a person who qualifies as a personal representative in accordance with the Privacy Regulation.

Privacy Regulation means the Standards for Privacy of Individually Identifiable Health Information at CFR part 160 and part 164, subparts A and E.

Secretary means the Secretary of the Department of Health and Human Services or his designee.

Protected Health Information ("PHI") means individually identifiable information, including demographic information, that (i) relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; (ii) identifies the individual or for which there is a reasonable basis for believing that the information can be used to identify the individual; and (iii) is received by Business Associate from or on behalf of Company, or is created by Business Associate for or on behalf of Company, or is made accessible to Business Associate by Company. It does not include educational records covered by the Family Educational Right and Privacy Act and employment records held by Company in our role as employer.

Use means with respect to PHI the sharing, employment, application, utilization, examination, or analysis of such information within an entity that maintains such information.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date stated.

BUSINESS ASSOCIATE:

WORLD INSURANCE COMPANY

Date: _____



Agent's Signature: _____

Chairman, President & Chief Executive Officer

Agent's Printed Name: _____





ADVANCE COMMISSION AGREEMENT

This Agreement is between World Insurance Company of Omaha, Nebraska, hereinafter referred to as "Company," and the Agent listed below, hereinafter referred to as "Agent."

Simultaneous with the execution of this Agreement, any prior Agent's Advance Commission Agreement or Amendments to Agent's Agreement for Advance Commissions is hereby discontinued.

It is understood and agreed:

- 1. Weekly, the Company will pay first year commission advances on Major Medical policies that are issued and paid on the monthly bank draft or credit card mode. The advance commission will equal 66.6% (or 8 months) of the annualized commission up to a maximum advance on any one (1) policy of \$1,500.
2. Advance commission will not be paid on policies covering the Agent, Agent's family or relatives, employees, or other contracted agents.
3. In the event of any refund, rescission, lapsed, stop-pay or cancelled policy, any unearned portion of the advance will be deducted from the next advance(s) and any earned first-year and renewal commission. Any indebtedness remaining at month-end because of the refund, rescission, lapsed, stop-pay or cancelled policy will require the Agent to immediately remit payment, in full, to clear such indebtedness.
4. In order to remain eligible for commission advances, continued production satisfactory to the Company, along with a 60% persistency must be maintained for all policies, both first-year and renewal years.
5. Agent will be indebted to the Company by receiving advance commission under this addendum. Any indebtedness will be legal debt that will be due on demand. The Company will retain a first lien on all sums due for the satisfaction of the debt and is not limited to this means of collection. The advance debit balance shall accrue interest at a rate of 1% per month (12.7 APR).
6. Nothing contained herein shall be construed to create the relationship of employer/employee between Company and Agent, who shall be free to determine the persons solicited and time and place of solicitation, but Company may from time to time prescribe rules and instructions respecting the conduct of its business, not interfering with such freedom of action of Agent, which rules and instructions shall be complied with by Agent. Agent will not be treated as an employee for Federal or State tax purposes and shall be responsible for the filing and payment of all applicable taxes including income and self employment taxes to the Internal Revenue Service and to any State.
7. The Company reserves the right at any time to amend or terminate this Agreement upon 10 days notice.
8. If this agreement and/or Agent's Contract is terminated for any reason, the Company may retain all first year and renewal commissions to offset advance amounts outstanding. The security created hereunder and Agent's obligation to repay any indebtedness shall survive termination of this agreement and/or the Agent's Contract.

Executed this ____ day of _____ at _____ City, State

Signature of Agent

Name of Agent (please print or type)

Agent Code

Countersigned by World Insurance Company

I recommend this Agent and request that World approve this Agent's advance commissions. I agree to accept responsibility as a Guarantor and to be held liable for all debts created hereunder by the above Agent. All terms of this Agreement shall apply to me.

Agency _____

By _____

It's _____

Guarantor/General Agent

