



TRANSAMERICA EMPLOYEE BENEFITS APPLICATION BOOKLET

Thank you for considering our products to meet the needs of your clients.

Sign the pages listed and send them to:

Transamerica Employee Benefits
1400 Centerview Drive,
Little Rock, AR 72211
Fax: (866) 224-1923

SIGNATURE CHECKLIST

SIGN the following pages:

4



Signed It!

14



Signed It!

15



Signed It!

16



Signed It!

SUBMISSION CHECKLIST

SEND the following pages:

2



Sent It!

3



Sent It!

4



Sent It!

14



Sent It!

15



Sent It!

16



Sent It!

LC:

RVP:

Recruited By:

APPLICATION FOR APPOINTMENT

Required for processing appointment and background investigation.

NATURAL PERSON INFORMATION

Complete this section if you are applying as a **Natural Person**.

- 1 Full Legal Name _____
- 2 SSN _____ E-mail _____
- 3 Home Address _____

- 4 Home Phone _____ Home Fax _____
- 5 Spouse Name _____
- 6 Date of Birth _____ Gender: ☐ Male ☐ Female
- 7 Business Mailing Address _____

- 8 Business Phone _____ Business Fax _____
Business Cell _____

BUSINESS ENTITY INFORMATION

Complete this section if you are applying as a **Business Entity**.

- 1 Full Legal Name of Entity _____
exact name as it appears on license
- 2 State Where Entity Organized _____
- 3 Date Entity Organized _____
- 4 Type: ☐ Corporation ☐ Partnership ☐ Limited Liability
☐ Other (please specify) _____
- 5 How long doing business in community _____
- 6 Taxpayer ID # _____
- 7 Business Mailing Address _____

- 8 Bus. Phone _____ ext. _____ Bus. Fax _____
Business E-mail Address _____

BACKGROUND INFORMATION

"YES" answers to questions 11 - 20, require explanation. Please attach it to the application.

9 Five-year Residential History (begin with the most recent, attach an extra sheet if necessary.)

From/To

Street

City

State

Zip

Natural Person **Business Entity**

Yes No Yes No

Have you or the legal entity:

10.	EVER plead guilty or no contest to, or been convicted of, any felony or misdemeanor (exclude minor traffic offenses), or are there any criminal charges currently pending against it?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
11.	EVER been the subject of disciplinary sanctions, reprimand, fine, assessment, consent order, license suspension, or license revocation for any insurance or securities activities?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
12.	EVER or is it now involved in a complaint to or investigation by an insurance or securities department?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
13.	EVER had a fidelity or fiduciary bond denied or revoked, or has a bonding company paid out on a bond for it?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
14.	EVER or is it now involved in any litigation or bankruptcy or are there any unsatisfied judgments or liens outstanding against it?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
15.	EVER been known corporately by another name, conducted business under any assumed name or carried bank accounts in another name than that shown on this application?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
16.	EVER had an agency contract nulled?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
17.	Indebted or alleged to be indebted to any insurer as general agent under an agency contract?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
18.	Have you or any corporate officer or director or member of partnership EVER:				
a.	Been associated with a firm, over which such person exercised management or policy control, which was charged, during the tenure of such person with such firm, with a felony or misdemeanor?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
b.	Been suspended or barred from the practice of any profession?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
c.	Been involuntarily terminated or permitted to resign from employment from an agent or representative appointment with any insurance or other financial services company other than for lack of production? (including but not limited to violation of insurance or investment related statutes, regulations, rules or industry standards of conduct and failure to supervise in connection with the same, fraud or the wrongful taking of property, made a general assignment or associated with a firm who did so for benefit of creditors, insolvent, filed a voluntary bankruptcy petition, or been adjudged to be bankrupt.)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
19.	Are you or the legal entity now the subject of any complaint investigation, or proceeding that could result in a "yes" answer to any of the above questions?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

NON-RESIDENT APPOINTMENT REQUEST

Please note if you sell our LTC-Rider products you will be required to send in your LTC certificate.
For questions about LTC Training & Continuing Education contact the State's Department of Insurance.

Appoint me in the following Non-Resident states: _____

If this form is sent to us by facsimile machine (fax), the undersigned adopts the document received by us as a duplicate original and adopts the signature produced by the receiving fax machine as the undersigned's original signature.

VIOLENT CRIME CONTROL AND LAW ENFORCEMENT ACT OF 1994

The Violent Crime Control and Law Enforcement Act of 1994 (the "1994 Crime Act") makes it a federal crime to: (1) knowingly make false material statements in financial reports submitted to insurance regulators; (2) embezzle or misappropriate monies or funds of an insurance company; (3) make material false entries in the records of an insurance company in an effort to deceive officials of the company or regulators regarding the financial condition of the company; or (4) obstruct an investigation by an insurance regulator. THE 1994 CRIME ACT ALSO MAKES IT A FEDERAL CRIME FOR INDIVIDUALS WHO HAVE BEEN CONVICTED OF A FELONY INVOLVING DISHONESTY, BREACH OF TRUST, OR ANY OF THE OFFENSES LISTED ABOVE TO WILLFULLY PARTICIPATE IN THE BUSINESS OF INSURANCE. WILLFULLY PARTICIPATING IN THE BUSINESS OF INSURANCE INCLUDES ACTING AS AN INSURANCE AGENT. Penalties for violating the 1994 Crime Act include Civil fines up to \$50,000 and imprisonment for up to 15 years.

Will there be a violation of the 1994 Crime Act if you act as an insurance agent?

Yes No

APPLICANT'S DECLARATION

- I hereby certify my answers to the questions appearing in this application are true and complete.
- If I have been notified by the IRS that I have previously given an incorrect taxpayer identification number, my signature below constitutes my certification under penalties of perjury to the following: (1) the taxpayer identification number on this form is my correct taxpayer identification number; and (2) I am not subject to backup withholding; and (3) I am a U.S. person (including a U.S. resident alien). I acknowledge that the IRS does not require my consent to any provision of this form other than the certification required to avoid backup withholding.
- I hereby acknowledge that I have read, understand, received and retained for my records a copy of the Fair Credit Reporting Act Disclosure.

EXECUTION:

Full Name of Natural Person Date

Full Name of Business Entity Date

X

Signature of Natural Person, Authorized Officer or Partner

Title

YOU MUST BE APPOINTED BY AND HAVE A FULLY EXECUTED CONTRACT WITH THE COMPANY PRIOR TO ANY SOLICITATION OF BUSINESS AND COLLECTION OF ANY MONIES. (Supplies, including policy applications, will be sent when all forms are processed and appointment is effective.)



BANK AUTHORIZATION FORM

Name of Business Entity _____

Natural Person _____

Financial Institution _____

Bank Account Number _____

Checking

Transit Number _____

Savings



X

Signature of Natural Person, Authorized Officer or Partner

HOME OFFICE USE ONLY:
SOCIAL SECURITY NO.

TAXPAYER ID#

Attach a voided check or deposit slip to this authorization.

TRANSAMERICA EMPLOYEE BENEFITS APPOINTMENT CONTRACT

This contract ("Contract") is entered into between each statutory insurance company indicated in the Agent Acceptance of Appointment Contract which incorporates this Contract by reference to its form number (hereinafter referred to as "Company," "us," "we," "our" or "ours") and the agent identified in said Agent Acceptance of Appointment Contract (hereinafter referred to as "you" or "yours").

It is agreed as follows:

1. APPOINTMENT AND RELATIONSHIPS

- (a) We appoint you to sell our product(s) ("Product" or "Products"), as identified in the schedule(s) of commissions ("Commission Schedule"), pursuant to the terms of this Contract. You will comply with all applicable laws and regulations of the states in which you sell Products, including without limitation obtaining and maintaining any necessary licenses for the solicitation of insurance, and diligently devote yourself to the business of this appointment. Additionally, we appoint you to recruit, train and supervise qualified individuals and entities as agents. For purposes of this Contract, "agents" means agents and supervising agents (by whatever title) that you recruit or we assign to you with your approval.
- (b) Unless otherwise specified by us, you are authorized to solicit applications for our Products in any jurisdiction in which we are licensed to transact insurance and in which you are licensed and authorized to represent us in accordance with applicable state laws and regulations. You have no exclusive rights to territory, market or Products. We reserve the right to limit your territory and/or the Products and/or the company that you are authorized to represent at any time.
- (c) Unless you are licensed in the State of New York and Transamerica Financial Life Insurance Company is a party to this Contract, you understand and agree that you will not solicit or accept applications within the State of New York. In states other than New York, you agree that you will not solicit or accept any application for a policy insuring a New York resident or to be owned by a New York resident or an entity located in New York unless all solicitation and sales activities take place outside of New York and comply with our rules and procedures regarding New York residents.
- (d) You are an independent contractor. Nothing contained in this Contract should be construed as creating an employer-employee relationship, partnership or joint venture between the Company and you. You may exercise your own judgment as to the time and manner in which you perform the services required to be performed by you under this Contract. From time to time, we may prescribe rules and regulations concerning the conduct of the business covered by this Contract that do not interfere with such freedom of action.
- (e) This appointment and authority granted to you by us are subject to the terms and conditions of this Contract, which shall mean and include any addendum, supplement, amendment and/or Commission Schedule that is or may in the future be attached to this Contract and made a part of it.
- (f) You understand and agree that supervising agents assigned by us to you may recruit other agents.

2. AGENT'S DUTIES, RESPONSIBILITIES AND AUTHORITY

- (a) To the extent they do not conflict with the terms of this Contract, you will conform to the rules, regulations and Code of Professional Conduct of the Company. We may change the Company's rules, regulations and Code of Professional Conduct from time to time, and you agree to comply with any such changes. Such rules, regulations and Code of Professional Conduct will constitute a part of this Contract. You shall effectively communicate the Company's rules, regulations and Code of Professional Conduct to your sub-agents, solicitors and employees and be responsible for their compliance with same. This provision shall not be construed to alter the independent contractor relationship of the parties as provided in this Contract.
- (b) You agree to and will cause agents to: (i) obtain our prior written approval before using or distributing any advertising, marketing or promotional material or other form of media communication that is designed to generate interest in the Company or the Products; (ii) use only those forms provided by us, without alteration and for the purpose and in the manner intended by us; (iii) hold all written applications and monies received by you in trust for us and promptly remit same to us; (iv) not obligate or incur any indebtedness, expenses or liability in our name; (v) not deliver any policy after the time for delivery specified in our rules, and immediately return any undeliverable policy to us; and (vi) provide service and promote the good reputation and standing of the Company with all policyowners and insureds of the Company and the public.

- (c) You further agree to: (i) pay when due any indebtedness you may owe to the Company; (ii) not make, alter, modify, discharge or waive any question, statement or answer on any application or in any policy; (iii) not extend the time for premium payment, or quote any premium rates other than those authorized by us; (iv) not misappropriate any money or property belonging to us or our policyowners; (v) not accept a renewal premium or any premium other than the first premium; (vi) not perpetrate any fraud against us or any policyowner; (vii) not violate any applicable laws, rules or regulations; (viii) not directly or indirectly induce or attempt to induce any of our agents to terminate their contracts with us; (ix) not directly or indirectly induce or attempt to induce any policyowner to terminate any policy with us without our written approval, or to stop the payment of any premium on any policy for any reason; (x) upon our request, actively assist us with any appropriate request made by us to agents; (xi) immediately report to us in writing your discovery of any violation by agents of any provision of their contracts, and comply with our written directions with respect to any such violation; and (xii) make available for inspection and/or copying during normal business hours the books, records and sales materials in your possession or under your control relating to the business transacted under this Contract.
- (d) You agree to provide any compensation or conflict of interest disclosure required under state or federal law or under the terms of any settlement agreement or civil lawsuit. You agree that it is your legal responsibility, and not ours, to disclose in writing to the extent required by law, to each employer, union or professional association and its employees and/or members in advance of purchase, the nature of any compensation you will receive or may be eligible to receive from us and any other person(s) in connection with the placement or servicing of the Products, as well as the nature of any other material business relationship that you, your sub-agents, solicitors or employees have with us or any other person(s) in connection with the solicitation and sale of the Products. You agree to provide accurate responses to policyholder questions regarding compensation and any conflicts of interest upon request or when otherwise required by law. We may disclose to customers the compensation paid to you, or for which you may be eligible, in accordance with our policies on producer compensation disclosure, applicable state or federal law, or the terms of any settlement agreement or civil lawsuit. We may disclose to policyholders potential conflicts of interest between you and policyholders in accordance with our policies, applicable state or federal law or the terms of any settlement agreement or civil lawsuit. You agree to maintain copies of all written disclosures for the duration of this Contract in the event that we, our representatives or regulators need to verify that you are in compliance with your obligations, duties, and responsibilities set forth in this section. Upon our reasonable request or that of any regulator, you agree to produce records related to compensation and conflict disclosures made in accordance with these provisions. You shall indemnify, defend and hold us harmless from and against any and all claims, demands, losses, liabilities, judgments, damages, deficiencies, costs, fines, penalties, forfeitures, assessments, or expenses, (including interest, penalties, attorney's fee and any punitive or extra-contractual damages) incurred by us arising out of, resulting from or relating to your failure to provide adequate written compensation disclosures to customers. We reserve the right, in our sole discretion, to terminate this Contract immediately, with no further compensation or allowances payable after such termination, due to your failure, or that of your sub-agents, solicitors or employees, to provide adequate written compensation disclosures to policyholders and participants under the terms of this Contract, state or federal law, or under the terms of any settlement agreement or civil lawsuit.
- (e) You agree to notify us immediately should you become aware of any complaint, claim or dispute involving an applicant, policyholder, producer or Product, or receive any subpoena, summons, other notice of suit or any regulatory or administrative inquiry regarding any of the transactions contemplated by this Contract, including without limitation your disqualification to sell insurance. You further agree to promptly provide us with copies of any documents you receive. You also agree not to represent us in any judicial, regulatory or administrative proceeding or inquiry without our prior written approval.
- (f) You agree to inform us of any changes in your legal structure, your officers or partners, or any transfer of your stock or partnership interests.
- (g) You must comply with all applicable anti-money laundering laws, rules and government guidance, including any reporting, recordkeeping and compliance requirements. These include requirements to identify and report currency transactions and suspicious activity, to verify customer identity and to conduct customer due diligence. The Company has implemented an anti-money laundering program which includes requirements for reporting suspicious activity and providing anti-money laundering training to the Company's employees, insurance agents, and insurance brokers. You agree to comply with the Company's anti-money laundering policies and reporting and training requirements and understand that failure to comply with the Company's anti-money laundering program may result in termination of your appointment.

3. COMPANY RIGHTS

We are not obligated to accept any business produced by you or by any individual or entity associated with you. We may reject applications for insurance without specifying the reason or cancel any policy for any reason and return the premium.

We may contact any applicant, owner, or insured directly or indirectly for any purpose, including the purpose of marketing other products of ours or of our affiliates, to allow our affiliates to do the same, and to provide information about any applicant, owner or insured to our affiliates for such purpose.

In addition to all other rights reserved to us in this Contract, we reserve the right, in our sole discretion and without notice to you, to do any of the following:

- (a) Modify, amend or change any policy form and/or premium rate;
- (b) Fix or change maximum and minimum limits on the amount for which any policy form may be issued;
- (c) Modify or alter the conditions or terms under which any policy form may be sold or regulate its sale in any way;
- (d) Discontinue or withdraw any policy form from any geographic area or market segment, without prejudice to continuation of such form in any other area or market segment;
- (e) Cease doing business in any area;
- (f) Reduce or otherwise adjust commissions on conversions, exchanges, replacements or other similar requests;
- (g) Charge interest on your indebtedness at such rates as we may from time to time declare;
- (h) Determine the method, frequency and minimum threshold amount for commission's payments and statements;
- (i) Revise our rules which by this reference are made part of this Contract; and
- (j) To reassign any agent recruited by you or assigned to you by us pursuant to your agent's Contract with us.

4. COMMISSIONS

- (a) First year and renewal commissions, expressed as a percentage of premium, are payable at the rate and for the period specified in the Commission Schedule while this Contract remains in force and such commissions will not be paid on premiums due after the termination of this Contract, except as specifically provided therein or herein.
- (b) As sole compensation for your services under this Contract, you will be paid, subject to the terms and conditions of this Contract, the commissions stated in the Commission Schedule on policies issued to and accepted by our policyowners, pursuant to applications procured personally by you and by agents.
- (c) You will be responsible for paying any compensation due to solicitors, and you agree to indemnify and hold us harmless from and against any claims for compensation by solicitors.
- (d) We reserve the right to modify the Commission Schedule from time to time by publishing, either in writing or electronically, a revised version that will govern new applications for Policies executed on or after the date specified in the revision. Such amendment or change will not affect commissions on policies or certificates issued by us prior to the effective date of any such amendment or change.
- (e) Provided there is activity in your account(s), we will make available to you, at least annually, statement(s) of your account(s). Any objections to such statement(s) must be set forth in writing stating the basis of such objection and submitted to us within ninety (90) days after the date of such statement(s); otherwise, such statement(s) will conclusively be deemed to be accurate. We reserve the right to correct errors in any statement(s).
- (f) If you are an individual, any commissions payable to you after your death will be paid to your estate. If you are a corporation that is subsequently dissolved, commissions will be paid to the appropriate party in interest, as determined by us. Such payments will constitute a complete discharge of our liability to you under this Contract.

5. ALTERNATIVE COMMISSION RATES

The commission rates in the applicable Commission Schedule will be those utilized unless, with our concurrence, you and your Managing General Agent or General Agent, as the case may be, in instructions contained on case transmittals, alternative commission forms, or agent and commission information forms, directs that a greater or lesser commission rate be utilized in the computation of your commissions.

6. CONDITIONS FOR THE PAYMENT OF COMMISSIONS

- (a) Commissions and any allowances are not due and payable until the policy has been accepted by the insured and the premium has been received by us at our Administrative Office and applied to the policy.
- (b) No commissions will be paid on any premium in default unless the policy is reinstated.
- (c) Commissions credited to you for premiums collected will be reversed and debited to your account if such premiums are subsequently refunded by us.
- (d) If the amount of the premium for a policy is increased as a result of a rate increase after the policy's effective date, no commissions will be paid on the amount of such increase, unless the Company, at its option, elects to do so.

7. FEES

- (a) You agree to pay directly, or reimburse us (at our discretion), for your (and your solicitors) initial and renewal license fees required by any state.
- (b) You agree to pay initial and renewal appointment fees required to authorize you (and your solicitors) to represent us in any state where we and you are licensed to do business.
- (c) You agree to pay any other federal, state, county or municipal fees, licenses or taxes of any kind, including without limitation taxes imposed under the Federal Insurance Contributions Act on you and your employees.

8. TERMINATION OF CONTRACT

- (a) This Contract may be terminated by either party effective upon written notice of termination to the other party.
- (b) This Contract will terminate automatically, without written notice, on the date of your death or the date of dissolution if you are a corporate agency.
- (c) We expressly reserve the right to terminate this Contract because of your failure to comply with any of the provisions of section 2. We will have no further obligation whatsoever to pay you commissions after the effective date of such termination.
- (d) If we terminate this Contract in accordance with this section, we will have no liability for any sums, losses, costs or expenses incurred by you for any reason whatsoever, whether under this Contract or otherwise.

9. OBLIGATIONS AND COMPENSATION AFTER TERMINATION

- (a) In the event this Contract is terminated pursuant to subsection 8(a) or 8(b), our obligation to pay you commissions thereafter shall be subject to the following terms and conditions:
You agree to: (i) promote the good reputation and standing of the Company with all policyowners and insureds of the Company and the public; (ii) not misappropriate any money or property belonging to us or our policyowners; (iii) not perpetrate any fraud against us or any policyowner; (iv) not directly or indirectly induce or attempt to induce any agents to terminate their contract(s) with us; (v) not directly or indirectly induce or attempt to induce any policyowner to terminate any policy or to stop the payment of any premium on such policy; and (vi) pay when due any indebtedness you owe to us, whether arising before or after the effective date of termination of this Contract. In the event you fail to comply with any of the terms and conditions set forth in this subsection (a), upon written notice to you, we will have no obligation whatsoever to pay you commissions thereafter.
- (b) In the event this Contract is terminated pursuant to subsection 8(b), we will pay renewal commissions to your estate, or if you are a corporation that is dissolved, renewal commissions will be paid to the appropriate party in interest, as determined by us.
- (c) If you have failed to comply with any of the provisions of section 2 of this Contract prior to its termination under subsection 8(a) or 8(b), but the Company first discovers such failure to comply after termination, upon written notice to you, or in the event you have died to your successor, we will have no further obligation to pay commissions thereafter.
- (d) We will have no obligation to pay further commissions to you after the first calendar year in which your total earned commissions are less than five hundred dollars (\$500).

10. INDEBTEDNESS

As used in this Contract, the term "indebtedness" means all sums shown in our books and records as charged to your account(s) as a result of (i) the terms of this Contract; (ii) any other contracts or agreements between you and us; (iii) our rules; (iv) any amounts due and owed to us under section 13; (v) monies advanced or loaned to you by us for any reason; (vi) indebtedness of your sub-agent(s); and (vii) such interest as we may charge to your account(s) from time to time on such sums. If your indebtedness is not paid when due, we will

be entitled to recover our expenses related to collection including without limitation attorney's fees and court costs. We will have a first lien and right to offset any sums due and payable to you under this Contract or any other agreements. In addition, you hereby grant us a security interest in, and any indebtedness owed by you to us shall be a first lien upon, the following collateral: (a) any commissions, service fees, bonuses and incentives payable to you by any of our affiliate companies; (b) any credits and value from property held in your name by us or our affiliate companies; (c) any cash value or proceeds of any insurance policies, annuities or other products owned by you and issued by us or any of our affiliate companies. Such indebtedness and obligation for repayment will survive the termination of this Contract and constitute your general indebtedness, which we may collect not only from any sums we owe you, but also from any other source available at law, in equity, or otherwise.

11. GUARANTEE OF AGENT'S INDEBTEDNESS

- (a) You absolutely and unconditionally guarantee and agree to pay agent's indebtedness to us as may be charged from time to time to your account(s). The term "agent's indebtedness" means the individual or aggregate indebtedness of an agent or agents as shown in our books and records.
- (b) Prior to charging the agent's indebtedness to your account(s), we will terminate such agent's contract(s) and make written demand upon the agent for repayment. Thereafter, if the agent fails to repay such indebtedness, we will charge it to your account(s).
- (c) Upon full repayment of an agent's indebtedness charged to your account(s), you will be subrogated to our rights under the agent's contract(s) to collect the agent's indebtedness.

12. INDEMNIFICATION

- (a) You agree unconditionally to indemnify and hold harmless the Company and each of the Company's directors, officers, affiliates, stockholders, employees and representatives from any liability, loss, claim, regulatory proceeding, regulatory investigation, damage, cost or expense (including legal and other expenses and attorneys' fees reasonably incurred), in each case to the extent arising from, related to or based upon the breach of any provision of this Contract by you or your employees, officers, agents or other persons who act on your behalf or the negligence or misconduct of you or any of your employees, officers, agents or other persons who act on your behalf. You shall maintain, at your own expense, errors and omissions insurance covering your activities under this Contract. The amount of coverage shall not be less than that specified by us from time to time. You shall provide us with satisfactory written evidence of such errors and omissions insurance upon our request. You agree to provide us with written notice at least ten (10) business days prior to the date such insurance will be discontinued, suspended, reduced or terminated for any reason. If any action is brought against you or us, or both parties jointly, resulting from any act by you, then we may require you to defend such action, or at our sole discretion, we may defend such action and expend sums we deem proper including attorney's fees, and you will be charged for any such sums and any amounts which may be recovered against us in such action.
- (b) If any advertisement, circular, brochure, lead-generating material, or similar matter is published, printed, disseminated, or used in any way, directly or indirectly, by you or agents, which has not been approved in writing by us, you agree to indemnify us for any fines imposed by any regulatory agency for the use of such material.

13. SURETY FOR CORPORATE AGENCY

If you are a corporation, as a condition of this Contract, your controlling stockholder must agree to act as and execute this Contract as your surety. As such surety, your controlling stockholder agrees to pay us all damages as may be incurred by reason of your failure to perform all of the terms, covenants and conditions of this Contract.

14. WAIVER OF JURY TRIAL

EACH PARTY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY A JURY WITH RESPECT TO ANY LITIGATION ARISING OUT OF OR RELATING TO (I) THIS CONTRACT, OR (II) (TO THE EXTENT NOT SPECIFICALLY SUBJECT TO A SEPARATE WRITTEN AGREEMENT BETWEEN THE PARTIES) THE RELATIONSHIP BETWEEN THE PARTIES TO THIS CONTRACT. EACH PARTY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY CLAIM TO RECOVER PUNITIVE, EXTRA-CONTRACTUAL, EXEMPLARY AND NON-COMPENSATORY DAMAGES AGAINST THE OTHER PARTY.

15. PRIVACY

You agree to and cause any agents under your supervision to comply with all applicable federal, state, and local laws enacted to protect the confidentiality of the non-public personal information concerning applicants, insureds, annuitants, policyholders, or beneficiaries. Further, you specifically agree to and cause any agents under your supervision to comply with our privacy policies to the extent that our privacy policies do not conflict with your privacy policies and obligations.

16. HIPAA BUSINESS ASSOCIATE AGREEMENT

The terms and conditions of this section 16 (the "Business Associate Agreement") are between you and the health care components of the following insurance companies: Transamerica Life Insurance Company, Transamerica Financial Life Insurance Company, Stonebridge Life Insurance Company, Transamerica Premier Life Insurance Company, and Western Reserve Life Assurance Co. of Ohio. These health care components are individually and collectively referred to as "the Covered Entity," "ACE," "we" or "us". The listed insurance companies have elected to adopt Affiliated Covered Entity status, as defined and permitted under the Health Insurance Portability and Accountability Act of 1996 and its rules and regulations (as any of the same may be amended or superseded from time to time, "HIPAA"), such designation has been appropriately adopted and documented, and any of the listed insurance companies is authorized to enter into this Business Associate Agreement on behalf of the Covered Entity. To the extent the HIPAA covered health care component of any of the listed insurance companies, or any of the companies themselves, merges with another affiliate or undergoes a corporate name change, this Business Associate Agreement shall apply to any such merged and/or renamed component/company.

For purposes of this Business Associate Agreement, the term "Policyholder" means either the owner of an insurance product issued by the Covered Entity or the insured under any certificate of insurance issued by the Covered Entity, to the extent either such type of insurance is covered by HIPAA.

- (a) Compliance with HIPAA. You shall comply with the privacy and security requirements of HIPAA. Compliance with HIPAA includes the following:
 - (i) You may use or disclose Protected Health Information only to perform your services under this Contract, for the proper management and administration of your business (other than for cross-marketing and/or cross-selling of other policies or products, which are prohibited except to the extent specifically provided in subsection (c) below), to carry out your legal responsibilities, or otherwise as required by law. "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. §160.103 (as the same may be amended or superseded from time to time), limited to information that you create or that you receive from us or on our behalf, and includes information that relates to the past, present, or future physical or mental health or condition of a Policyholder, to the provision of health care to a Policyholder, or to the past, present, or future payment for the provision of health care to a Policyholder, and that identifies the Policyholder or for which there is a reasonable basis to believe that the information can be used to identify the Policyholder, in each case regardless of whether the Policyholder is living or deceased. By way of illustration only, the following information shall constitute Protected Health Information with respect to a Policyholder: (A) name, (B) street address, city, county, precinct, and zip code, (C) dates directly related to the Policyholder, including birth date, admission date, discharge date, and date of death, (D) telephone numbers, fax numbers, and electronic mail addresses, (E) social security number, (F) medical record numbers, (G) health plan beneficiary numbers, (H) account numbers, (I) certificate/license numbers, (J) vehicle identifiers and serial numbers, including license plate numbers, and (K) any other unique identifying numbers, characteristics, or codes.
 - (ii) You may not use or disclose Protected Health Information in any manner that would constitute a violation of 45 C.F.R. Parts 160 and 164.
 - (iii) You shall comply with our request to accommodate a Policyholder's access to his or her Protected Health Information including support for a request for electronic access as provided by 45 C.F.R. §164.524.
 - (iv) You shall comply with our request to amend Protected Health Information in accordance with a Policyholder's request as provided by 45 CFR 164.526.
 - (v) You shall keep a record of disclosures of or access to Protected Health Information that must be provided under HIPAA to an individual to whom the Protected Health Information relates. You shall comply with any request that we make to provide us with information pertaining to such disclosures or access in such format as we reasonably may request. Such provided information shall include the content as required under HIPAA.

- (vi) You shall make your internal practices, books, and records relating to uses and disclosures of Protected Health Information available to us (or to our designee) and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary"), or to the Secretary's designee, for the purpose of confirming your compliance and/or our compliance with 45 C.F.R. Parts 160 and 164.
- (vii) Upon termination of this Contract, if feasible, you shall return or destroy all Protected Health Information without retaining any copies and shall provide us with your written and signed certification to that effect. If such return or destruction is not feasible, you shall limit all further uses and disclosures to those purposes that make such return or destruction of the Protected Health Information not feasible.
- (viii) You shall maintain appropriate administrative, physical and technical safeguards to prevent prohibited uses or disclosures, and to protect the confidentiality, integrity and availability, of any Protected Health Information that you create, receive, maintain or transmit. Such safeguards shall include development, implementation, and maintenance of a comprehensive written information security program compliant with applicable laws and designed to (A) protect the integrity and confidentiality of Protected Health Information, (B) protect against anticipated threats or hazards to the security, confidentiality and/or integrity of Protected Health Information, (C) protect against any unauthorized disclosure or use of Protected Health Information, (D) address computer and network security, (E) address physical security, and (F) provide for the secure disposal and destruction of Protected Health Information.
- (ix) You shall ensure that any subcontractors (as defined in 45 C.F.R. §160.103) that create, receive, maintain, or transmit Protected Health Information on your behalf agree to the same restrictions and conditions that apply to you with respect to such information. You agree to enter into appropriate written agreements outlining these obligations and to obtain satisfactory assurances (as that term is contemplated in HIPAA) of such compliance by all subcontractors. To the extent you make disclosures under 45 C.F.R. §164.504(e)(4), you will obtain reasonable assurances that Protected Health Information will be held in confidence and will not be used or disclosed outside of the intended purpose.
- (x) To the extent that we may require you to carry out any of the listed insurance companies' obligations in accordance with this Contract, under 45 C.F.R. §164 Subpart E, you will comply with the requirements of that Subpart which apply to such company in the performance of such obligations.
- (xi) You shall require that your directors, officers, and employees who have access to Protected Health Information agree to the same restrictions and conditions that apply to you with respect to such information.
- (b) Compliance with HITECH Act
 - (i) You agree and acknowledge that you are directly subject to HIPAA as amended by the Health Information Technology for Economic and Clinical Health Act and its rules and regulations (as any of the same may be amended or superseded from time to time, the "HITECH Act"), including, without limitation, Sections 164.308, 164.310, 164.312 and 164.316 thereof, including its provisions relating to security and privacy of Protected Health Information as well as its enforcement and penalty provisions. You agree that you will (i) comply with all applicable security and privacy provisions of HIPAA as amended by the HITECH Act and as it may be amended from time to time; (ii) not act in any way to interfere with or hinder the listed insurance companies' ability to comply with HIPAA as amended by the HITECH Act and as it may be amended from time to time; and (iii) use your best efforts to notify the listed insurance companies without unreasonable delay and in any event within three (3) business days of discovering a "breach," as the term "breach" is defined in 45 C.F.R. §164.402, and as the terms "breach" and "discover" are further described in 45 C.F.R. §164.410(a)(2).
 - (ii) In the event either party learns of a pattern of activity or practice of the other party that constitutes a material breach or violation of its obligations relating to Protected Health Information under this Contract, the non-breaching party will take reasonable steps to cure the breach or end the violation. If such steps are unsuccessful, the non-breaching party will terminate this Contract, if feasible. We reserve the right, in our sole discretion, to terminate this Contract immediately upon notice in the event of any such material breach or security incident.
 - (iii) You acknowledge and agree to adhere to any limitations on the disclosure and/or sale of Protected Health Information as required under 45 C.F.R. §164.508(d) and/or under HIPAA.
- (c) Additional Provisions Relating to Confidentiality Generally, Gramm-Leach-Bliley Act (GLBA), and HIPAA
 - (i) In response to an unsolicited direct Policyholder, Certificateholder, or Consumer inquiry, you may disclose Nonpublic Personal Financial Information and Protected Health Information directly to, and may discuss such information directly with, the Policyholder, Certificateholder, or Consumer to whom such information pertains, provided that such disclosure would not violate HIPAA if we made it.

- (ii) We acknowledge that you may have relationships with affinity groups and associations and that, as a result, you may receive information ("Group Member Information") relating to their members (each a "Group Member") that constitutes Nonpublic Personal Financial Information and/or Protected Health Information. You and we agree that a Group Member's Group Member Information shall constitute Nonpublic Personal Financial Information and/or Protected Health Information only from and after the time that a Group Member applies for a Policy.
- (iii) You may use Information, Nonpublic Personal Financial Information and/or Protected Health Information for cross-marketing and/or cross-selling of other policies or products to the extent, but only to the extent, that the Policyholder to whom such information pertains has authorized you specifically in a writing that complies with HIPAA to do so and such marketing or selling is conducted in adherence with the restrictions on marketing and sale of Protected Health Information as provided under HIPAA.
- (iv) Any ambiguity in this Contract shall be resolved in favor of a meaning that permits compliance with GLBA and HIPAA.
- (v) You shall notify us in writing without unreasonable delay and in any event within three (3) business days upon becoming aware of a violation of subsections (a), (b) or (c) of this Business Associate Agreement, or of the occurrence of a "security incident," as defined in 45 C.F.R. §164.304. You agree to cooperate fully with us in any security-incident investigation or resolution and agree that no notifications or communications to any individual(s), media outlets, state or federal regulatory authorities, or other third parties regarding the incident shall be made without in each instance our specific prior written consent.
- (vi) You shall comply with all applicable state and local laws and regulations enacted to protect the privacy of individual personal information.
- (vii) We can amend subsections (a), (b) or (c) of this Business Associate Agreement without your consent to reflect (i) future amendments of GLBA or HIPAA, or (ii) court orders interpreting the application of GLBA or HIPAA, or (iii) a material change in our business practices, but any such amendment shall be enforceable against you only after we have notified you.

(d) Covered Entity

This Contract applies to services provided by you to any of the insurance companies listed and identified above, as that list may be amended or modified from time to time by notice to you of such change to the Covered Entity listing. Such notice will be treated as an addendum to this Contract and be enforceable against you only after we have notified you.

17. GENERAL PROVISIONS

- (a) No failure to exercise or delay in exercising any right or provision of this Contract, or to insist upon strict performance of its terms, shall constitute a waiver. No waiver of any right or provision under this Contract shall be construed as a further or continuing waiver of such right, or as a waiver of any other right. Acceptance by the Company of performance by you while you are in breach of this Contract shall not constitute a waiver of any right or remedy the Company may have regarding such breach or any other breach of this Contract. Any waiver must be in writing and signed by the party granting it. Any waiver by the Company must be signed by the Company's president or vice president.
- (b) All personal property furnished by us, including rate books, rate cards and service cards or any other documentation containing policyowner information, applications, notices, vouchers, documents, books, receipts, licenses or any other records, materials, supplies or equipment of any kind will remain our property and must be immediately returned to us upon our request. All such items must be held in confidence by you and will not be used except in the performance of your duties under this Contract.
- (c) Any pledge or assignment by you of commissions or any other sums due you under this Contract must be on a form provided by, submitted to and approved in writing by us.
- (d) The provisions of this Contract are severable. It is the intention of the parties that the provisions of this Contract shall be enforced to the extent permitted under applicable law. If any provision of this Contract, or the application of this Contract to any person or circumstance, is deemed invalid or unenforceable to any extent, the remainder of this Contract and the application of its provisions to any other person or circumstance shall not be affected. In the event any provision is deemed invalid or unenforceable under the laws of a particular jurisdiction, such provision will be disregarded in that jurisdiction only.
- (e) We reserve the right to amend this Contract from time to time by providing at least thirty (30) days' prior written or electronic notice to you of such terms and provisions of any such amendment, and you shall be deemed to have agreed to such amendment unless we have received your written objection within fifteen (15) days after the date of our written or electronic

notice was sent. We will not be bound by any amendment, promise, agreement, understanding or representation regarding the Contract unless the same is made by an instrument in writing, or an electronic copy of a writing specifically sent by us to you electronically, and signed by one of our officers which expresses by its terms an intention to modify the Contract. No other modification of this Contract will be effective unless made in writing and signed by one of our officers and by you, which expresses by its terms an intention to modify this Contract.

- (f) The several rights and remedies provided in this Contract are cumulative and not exclusive, and the pursuit of any right or remedy will not constitute an election of remedies or prohibit the pursuit of any other rights or remedies under this Contract or otherwise.
- (g) All notices and other binding communications under the Contract, including amendments, must be in writing and shall be deemed to be validly given if sent by mail, by fax, or by email to the other party at the most recent address, fax number or email address provided by the other party. In addition, notice shall be considered validly given if published by us on any website we use to communicate with you. Either party may change its address for notices and communications by notifying the other party in accordance with this section.
- (h) The headings of the several sections contained in this Contract are for convenience only and will not define, limit or construe such sections.
- (i) The provisions of this Contract contained in sections 8, 9, 10, 11, 12, 13, 14, 15 and 16 will expressly survive the termination of this Contract.
- (j) Each copy of this Contract constitutes an original. The Contract, the relationship between these parties and their respective rights and remedies will be governed by the laws of the State of Iowa, without giving effect to principles of conflict of laws.
- (k) You may not assign this Contract or any of your rights, obligations, authorities and benefits provided hereunder without our prior written consent.
- (l) The parties agree that any claim, suit or other proceeding arising out of or relating to this Contract or the relationship between the parties, whether sounding in contract, tort or otherwise, must be brought within four (4) years after the date of the action giving rise to the claim.
- (m) This Contract, including all exhibits and schedules hereto, contains the entire agreement between the parties as to matters set forth herein and supersedes any prior or contemporaneous understandings or agreements with respect to such matters. This Contract, as of its effective date, revokes and supersedes any previous agreement or arrangement between the parties relating to the sale of the Products.
- (n) By signing this Contract and/or the Agent Acceptance of Appointment Contract, you certify the following:
 - (1) You have not been convicted of a felony involving theft, dishonesty or breach of trust;
 - (2) You are not in violation of the Violent Crime Control and Law Enforcement Act of 1994 (the "1994 Crime Act") if the Company enters into this Contract with you, and you will immediately advise the Company of any situation that would cause you to be in violation of the 1994 Crime Act;
 - (3) You have read and understand the Company's Code of Professional Conduct and agree to abide by its terms;
 - (4) You agree to foster high standards of ethical behavior and to adhere to the Company's policies and procedures concerning the sale of the Products; and
 - (5) You acknowledge that you have read and understand this Contract, and agree to be bound by its terms.

This Appointment Contract will be deemed executed and effective as of the date you are appointed to represent the Company with at least one state insurance department. The liability of each statutory insurance company under this Contract, as indicated on the Agent Acceptance of Appointment Contract, shall be several and not joint.

If this form is sent to us by facsimile machine (fax), the undersigned adopts the document received by us as a duplicate original and adopts the signature produced by the receiving fax machine as the undersigned's original signature.

AGENT ACCEPTANCE OF APPOINTMENT CONTRACT ("the Contract")

FORM: _____ (basic contract)

☐ **Schedule of Commissions:** Please indicate form number below on all schedules

I Have Please Send

Form	_____
Form	_____
Form	_____
Form	_____
Form	_____
Form	_____
Form	_____

The undersigned Agent (If the Agent is a corporation, an authorized corporate officer must sign and state corporate title held) accept(s) the Contract as set forth in the above stated forms, which are identified by form number; and agree(s) that the Contract replaces and supersedes all prior contracts between the Agent and each of the statutory insurance companies identified below. This Agent Acceptance of Appointment Contract shall become a part of the Contract and when fully executed, it shall be deemed the execution of the Contract. Subject to the conditions contained in the Contract, the Contract is effective when this Agent Acceptance of Appointment Contract is executed for the statutory insurance companies identified below.

NATURAL PERSON ONLY

BUSINESS ENTITY ONLY

SIGN

X

Print Agent/Natural Person Name

Natural Person Signature

Date

SIGN

X

Print Business Entity Name

Surety for Corporation

Date



FAIR CREDIT REPORTING ACT AUTHORIZATION TO RELEASE INFORMATION

This is to notify you in connection with your application for appointment/contract, we may procure a consumer report on you and/or Business Entity as part of the process of considering your application. In the event information from the report is utilized, in whole or in part, in making an adverse decision, before making the adverse decision, we will provide you with a copy of the consumer report and a description in writing of your rights under the Fair Credit Reporting Act. Please be advised we may also obtain an investigative consumer report including information as to your character, general reputation, personal characteristics, and mode of living. This information may be obtained by contacting your present and previous employers or references supplied by you. Please be advised you have the right to request, in writing, within a reasonable time, that we make a complete and accurate disclosure of the nature and scope of the information requested. Additional information concerning the Fair Credit Reporting Act, 15 U.S.C. _ 1681 et seq. is available at the Federal Trade Commission's web site (<http://www.ftc.gov>).

By signing below, I hereby authorize all entities having information about me, including, present and former employers, criminal justice agencies, departments of motor vehicles, schools, and credit reporting agencies, to release such information to Transamerica Employee Benefits. This release and authorization shall remain valid and in effect during the term of my appointment/contract. Transamerica Employee Benefits reserves the right to run subsequent consumer reports and/or investigative consumer reports on an as-needed basis

Washington Applicants: The consumer reporting agency which furnished the report is Business Information Group, P.O. Box 286, Marlton, NJ, 08053; for consumer compliance officer contact 800-260-1680.

Yes _____ No _____
initials initials

Yes _____ No _____
initials initials

SIGN

Applicant's Signature

Date

Applicant's Full Name

Date of Birth

Social Security #

Date of Birth required for background investigation purposes and will NOT be used for any other purpose.

Current Residence Address

If this form is sent to us by facsimile machine (fax), the undersigned adopts the document received by us as a duplicate original and adopts the signature produced by the receiving fax machine as the undersigned's original signature.

REQUEST FOR APPOINTMENT AND ACKNOWLEDGEMENT OF CONDITIONS

(Complete if Solicitor assigned to Agent)

TO:

☐ Transamerica Life Insurance Company



Transamerica Financial Life Insurance Company (NY only)

(Whether one or more, hereinafter called "the insurer")

RE:

APPLICATION FOR APPOINTMENT:

(hereinafter called "I", "me", "my" or "myself");

The Insurer is hereby requested to make application to the Department of Insurance for my appointment as a life and/or disability insurance agent authorizing me to solicit applications for insurance on behalf of the insurer in that state.

I hereby agree that the Insurer's consent to such appointment (or appointment in any other state) is subject to, and I hereby agree to be bound by each and all of the following conditions:

That I shall be a solicitor assigned to one or more agents of the insurer (the "Agent"), and

That the insurer has no obligation to me for commissions, expense allowance or any form of compensation whatsoever in connection with the services performed and expenses incurred by me, and

In the solicitation of applications for Insurance issued by the insurer, it being expressly understood that I am under direct contract with the Agent who has agreed to compensate me for such services, and

That I have no contractual relationship with the insurer and that I am not, and I shall refrain from holding myself out as, an employee, partner, joint venturer or associate of the insurer, and

That I shall comply with the rules and regulations of the insurer and the laws and regulations of all applicable insurance regulatory authorities relating to my activities in the solicitation of insurance, and

That I shall not alter, modify, waive or change any of the terms, rates or conditions of any advertisements, receipts, policies or contract to the insurer in any respect, and

That I shall promptly remit to the Agent any and all monies received by me on behalf of the insurer as full or partial payment of first year premium, and

That I shall not collect any premium in connection with an application to the insurer for one of its policies other than the amount of the first premium which shall not exceed the premium for the first policy year, and

That I shall not publish, use or distribute any advertisement about the insurer or its policies unless such advertisement has been approved by the insurer in writing, and

That I shall not obligate the insurer or incur expense on its behalf in any manner whatsoever, and

That insurer may, without liability to me whatsoever, upon request of the Agent or upon its own initiative, cancel my appointment at any time.

Business Associate Agreement: I agree to comply with the Agent's obligations set forth in section 16 (HIPAA Business Associate Agreement) of the Appointment Contract on pages 5-12 of this Application Booklet.

IN WITNESS THEREOF, I have affixed my signature this _____ day of _____ 20 _____



X

Print Applicant's Name

Signature of Applicant