

**INSTRUCTIONS FOR THE MARKETING SERVICES ORGANIZATION
TO COMPLETE THE SUBAGENT AGREEMENT
(For Marketing to Individual Beneficiaries)**

Attached is the Subagent Agreement that may be used for SilverScript Insurance Company and any other CVS Caremark affiliate offering Part D Plans (together referred to as "SilverScript"). It includes a series of exhibits as follows:

- Exhibit 1: Compensation Schedule to the Subagent Agreement**
 - Schedule A: Compensation Schedule Addendum**
- Exhibit 2: Subagent's Contact Information Sheet**
- Exhibit 3: Enrollment Instructions**
- Exhibit 4: Sub-Business Associate Agreement**

Please complete the following steps to contract with a Subagent.

1. **STEP 1:** Complete the Subagent Agreement. You are "Company" and "Subagent" is the marketing agent. Fill in the blanks under "Company" on the first page and signatory page of the Subagent Agreement
2. **STEP 2:** Complete the applicable portions of the Compensation Schedule to the Subagent Agreement on Schedule A of Exhibit 1. Separate Compensation Schedule charts are provided for the SilverScript Part D Plans.
 - a. Fill in the first line with Effective Date, initial commission amount, and renewal commission amount. The Effective Date on the first line will be the same as the Subagent Agreement Effective Date. If commissions are changed during the plan year, an additional effective date with new commission amounts will be added to the grid. Provide any updates to your upline contractor.
 - b. The "Subagent/Corporate information" section is ONLY completed by a Subagent who is the principal of a wholly owned or controlled agency corporation if the Subagent wants the wholly owned or controlled agency corporation to be included under this Agreement. By completing this section, the Subagent's commissions will be assigned to the wholly owned or controlled agency corporation listed.
3. **STEP 3:** Complete the Sub-Business Associate Agreement. Fill in the blanks on the first page of the Sub-Business Associate Agreement and the "Company" section of the signatory page of the Sub-Business Associate Agreement
4. **STEP 4:** Provide the Subagent Application and completed Exhibits to the Subagent for completion, EXCLUDING this instruction page.
5. **STEP 5:** Once the documents are returned by the Subagent, review the returned document for completeness. Make sure copies of the state licenses are included.
6. **STEP 6:** Sign the Subagent Agreement and Sub-Business Associate Agreement.
7. **STEP 7:** Return the completed agreements and necessary documents to your upline direct contractor. You are required to return 1) the Subagent Agreement, including all required Exhibits, fully completed; and 2) copies of the Subagent's state licenses for each applicable state(s) in which your agent will market, solicit and sell.

**INSTRUCTIONS FOR THE SUBAGENT
TO COMPLETE THE SUBAGENT AGREEMENT
(For Marketing to Individual Beneficiaries)**

Attached is the Subagent Agreement that may be used for SilverScript Insurance Company and any other CVS Caremark affiliate offering Part D Plans (together referred to as “SilverScript”). The marketing organization you are contracted with is authorized to market some or all of these Part D Plans and you need to confirm with them which Part D Plans you will have the authority to market and sell. The Subagent Agreement includes a series of exhibits as follows:

- Exhibit 1: Compensation Schedule to the Subagent Agreement**
 - Schedule A: Compensation Schedule Addendum**
- Exhibit 2: Subagent’s Contact Information Sheet**
- Exhibit 3: Enrollment Instructions**
- Exhibit 4: Sub-Business Associate Agreement**

Please complete the following steps to contract as a Subagent.

- 1. STEP 1:** Complete, sign, and date the Subagent Agreement on the signatory page.
- 2. STEP 2:** Complete and sign the assignment of commissions in the “Subagent/Corporate information” section on Schedule A of Exhibit 1, if applicable. The Subagent/Corporate information section is ONLY completed by a Subagent who is the principal of a wholly owned or controlled agency corporation if the Subagent wants the wholly owned or controlled agency corporation to be included under this Agreement. By completing this section, the Subagent’s commissions will be assigned to the wholly owned or controlled agency corporation listed.
- 3. STEP 3:** Complete all blanks in the Subagent’s Contact Information Sheet at Exhibit 2.
- 4. STEP 4:** Sign the Sub-Business Associate Agreement.
- 5. STEP 5:** Provide copies of your state licenses for the applicable state(s).
- 6. STEP 6:** Submit all the above items to your upline for signature.

Return completed contracting material to us via email, fax, or mail:
Email: contracting@medadvspc.com Fax: 205-263-8350
Mail: Medicare Advantage Specialists, Contracting Department
1550 Woods of Riverchase Drive, Suite 310
Hoover, AL 35244

Once your paperwork is received and processed at Senior Market Sales, Inc. you will be assigned a user name and temporary password to access the SilverScript Agent portal located at: www.SilverScriptAgentPortal.com . Please use your temporary login to access the site, change your password and complete the background questions. AHIP and Gorman are accepted and will need to be submitted by fax (866) 208-5262 or by email. Please submit your scores with the subject line “AHIP/Gorman Training Certificates” along with your Login ID producersalesresource@caremark.com. SilverScript will send you an email confirmation when your scores are credited.

**SUBAGENT AGREEMENT
(Marketing
Part D Plans to Individuals)**

This SUBAGENT AGREEMENT ("Agreement") is entered into by and between _____ ("Company") and _____ ("Subagent"), effective on _____ (the "Effective Date").

WHEREAS, Company is a marketing services organization that has contracted with SilverScript Insurance Company and any other CVS Caremark affiliate offering Part D Plans (together referred to as "SilverScript"). SilverScript Insurance Company is an insurance corporation organized and existing under the laws of the State of Tennessee that is authorized to offer one or more Prescription Drug Plans (Prescription Drug Plans offered by Company are referred to as "Part D Plans") in accordance with Title I of the Medicare Modernization Act of 2003 and its implementing regulations (collectively these laws, regulations, and guidance shall be referred to as "Medicare Part D Rules"). Subagent intends to market said SilverScript Part D Plans under the terms and conditions contained in this Agreement.

WHEREAS, Subagent desires to enter this Agreement with Company to market and solicit sales of the SilverScript Part D Plans that Company is authorized to market,

NOW, THEREFORE, in consideration of the mutual covenants in this Agreement, it is agreed as follows:

1.0 Relationship and Scope of Authority. Subject to the terms of this Agreement, the Subagent:

(a) is authorized to market and sell the SilverScript Part D Plans to individuals in any states in which the Subagent is properly licensed and for only the Part D Plans Company is authorized by SilverScript to solicit, market, and sell (the "Territory"), subject to SilverScript's right to approve or disapprove each sale and to terminate any Subagent's ability to offer, sell or solicit applications for SilverScript's Part D Plans at any time in accordance with the terms of this Agreement;

(b) acknowledges and agrees that, subject to applicable law, SilverScript shall have the right, at all times, to not submit, reject or withdraw any application for SilverScript Part D Plans without specifying cause, and to cancel, refuse to renew, or modify any Part D Plan, in accordance with and pursuant to SilverScript's rights under the agreement between SilverScript and Company. Subagent also acknowledges and agrees that SilverScript may discontinue or withdraw, rewrite, replace or convert any Part D Plan now or hereafter made available for sale and that neither Company nor SilverScript shall incur any liability to Subagent as a result thereof. Subagent's authority hereunder shall be limited to marketing, soliciting, and selling SilverScript Part D plans for Company.

(c) acknowledges all SilverScript obligations herein are subject to applicable laws and regulations, any change in laws or regulations applicable to or impacting the products and services or the Medicare Part D program that would materially change or impact SilverScript's obligations, or action taken by CMS or other governmental authority that materially impacts the ability of SilverScript to fulfill its obligations.

2.0 Compensation.

(a) Subject to provisions of this Agreement, including Section (b) below, Company shall pay to Subagent and Subagent agrees to accept the commissions for Initial and Renewal Enrollments (as such terms are defined by CMS) of eligible beneficiaries (“Commissions”) specified in the Compensation Schedule, attached hereto as **Exhibit 1**, on all business produced by Subagent. The Compensation Schedule for the following coverage year shall be provided to Subagent prior to the Annual Coordinated Election Period (i.e., Open Enrollment) for that coverage year. Subagent shall be solely responsible for paying all expenses incurred by Subagent in performance of this Agreement. Subagent agrees not to cause any enrollee in an existing SilverScript Part D Plan to enroll in any other SilverScript Part D Plan unless it is in the best interests of the enrollee. In the event this Agreement is terminated for cause, Company shall cease paying compensation to Subagent and no further payment shall be due. In the event this Agreement is terminated by the Subagent or terminated by Company without cause, Subagent may be entitled to continued compensation payments from Company provided Subagent meets the requirements specified in Exhibit 1. In order to receive compensation after termination, Subagent acknowledges and agrees that any obligations under this Agreement that are by their nature intended to continue in connection with receiving that compensation shall survive termination of this Agreement. This includes but is not limited to: Section 2; Section 3; Section 4; Section 6; Section 7; Section 8; Section 9; Exhibit 1; and Exhibit 4.

(b) The Compensation Schedule and any and all Commissions payable thereunder for a particular coverage year may be modified by Company in its sole discretion and for any reason, by providing written notice to Subagent at least sixty (60) days prior to the start of the coverage year in question. In addition, the Compensation paid or payable under this Agreement may be modified or limited by Company at any time as necessary to comply with federal or state legal or regulatory requirements or new CMS guidance or interpretations applicable to agents or brokers and/or commission payments made by SilverScript to the Company (collectively “Regulatory Requirements”). Such modifications shall be effective upon the earlier of the date Company notifies Subagent of such modifications or the effective date of Regulatory Requirements, irrespective of whether such date has already passed and/or the Compensation has already been paid.

3.0 Additional Responsibilities and Representations.

Subagent represents and warrants that all information provided in this Agreement and in the Contact Information Sheet, attached hereto as **Exhibit 2**, is true, accurate and complete to the best of Subagent’s knowledge. As a condition to entering into this Agreement, Subagent agrees to fully complete the Contact Information Sheet and provide it to Company and SilverScript. Subagent agrees that references to “SilverScript” in this Agreement should be interpreted to apply to the Part D Plan sponsor or sponsors for which Subagent is authorized to market.

Subagent shall make no representations, warranties or commitments of any type to applicants as to the issuance of a Part D Plan, nor will Subagent incur any liability or debt on behalf of Company or SilverScript.

Subagent shall disclose to the individual beneficiary that Subagent has a relationship with SilverScript, SilverScript is compensating Subagent for marketing the Part D Plans to them, and

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the terms of the payment that Subagent has negotiated with SilverScript.

Subagent represents and warrants that Subagent has all required licenses, certifications, and/or registrations to perform the services contemplated by this Agreement, including but not limited to current insurance agent license, which is in good standing in the Territory in which the Subagent intends to market, solicit and sell. Subagent agrees that it shall be solely responsible for its activities and that it will indemnify and hold Company and SilverScript harmless with respect to the acts or omissions of Subagent. Subagent shall provide evidence of its licensure to SilverScript upon initial approval, annually, periodically upon request, and in the case of any change to licensure.

Subagent represents and warrants that all information provided under this Agreement shall be consistent with and shall comply with the contractual provisions imposed upon SilverScript under the contract between SilverScript and the Centers for Medicare and Medicaid Services ("CMS"). Subagent will at times furnish the services required of Subagent by this Agreement in a manner that permits SilverScript to comply with such contract with CMS.

Except as disclosed to Company in this Agreement, Subagent represents and warrants that Subagent has neither been, nor will be during the term of this Agreement: (i) listed as debarred, excluded or otherwise ineligible for participation in federal or state health care programs; or (ii) convicted of a felony or misdemeanor, excluding traffic violations. If at any time Subagent becomes aware of any violation of this representation and warranty, Subagent agrees to notify Company and SilverScript in writing immediately.

Subagent hereby agrees to become familiar with and to comply fully with:

- a. The rules, guidelines, regulations, policies, and procedures of Company and SilverScript;
- b. Part D of Title XVII of the Social Security Act and all rules and regulations related to Part D that are from time to time adopted by CMS (collectively, "Part D");
- c. All other federal health care laws (including civil monetary penalty laws);
- d. Applicable state laws, including the insurance laws of each state in which Subagent markets, solicits, and sells on behalf of Company and each state's appointment laws including paying the costs of any required filings with the state;
- e. CMS policies, including CMS' marketing guidelines, as may be amended from time to time;
- f. SilverScript's code of conduct in addition to the code of conduct of any of Subagent's uplines; and
- g. All other applicable laws, regulations, guidelines, or policies.

4.0 Marketing, Enrollment and Training.

Subagent agrees that all marketing activities shall be undertaken by the Subagent in full compliance with the marketing standards provided by Company, CMS requirements, and any other applicable federal or state law or regulation including the CMS Marketing Guidelines and understands that in marketing, soliciting, and selling SilverScript Part D plans, Subagent is not permitted to and will not:

- a. Make any statement, claim, or promise that conflicts with, materially alters, or erroneously expands upon the information contained in CMS-approved materials.
- b. Offer or provide cash or other remuneration as an inducement for enrollment or

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- otherwise.
- c. Offer gifts or payments as an inducement to enroll in a SilverScript or Company plan or product. Any item offered to potential enrollee must also be of a of nominal value (currently defined as an item worth \$15 or less per item, based on the retail purchase price of the item regardless of the actual cost, and the aggregate retail value of all reward items offered annually may not exceed \$50 in the aggregate on an annual basis per member or potential enrollee per year), and must be offered to all potential enrollees without regard to whether or not the beneficiary enrolls, and must not be in the form of cash or other monetary rebates;
 - d. Provide meals to potential beneficiaries and enrollees, which are prohibited regardless of value.
 - e. Engage in any discriminatory activity such as, for example, attempts to recruit Medicare beneficiaries from higher income areas without making comparable efforts to enroll Medicare beneficiaries from lower income areas.
 - f. Solicit door-to-door for Medicare beneficiaries or through other unsolicited means of direct contact, for example, calling, e-mailing or texting a beneficiary without the beneficiary initiating the contact ("cold calls").
 - g. Engage in activities that could mislead or confuse Medicare beneficiaries, or misrepresent the Part D sponsor or its Part D plan. Neither Agent, nor the Part D organization may claim that it is recommended or endorsed by CMS or Medicare or that CMS or Medicare recommends that the beneficiary enroll in the Part D plan. The Agent may explain that the Part D organization is approved for participation in Medicare;
 - h. Market non-health care related products to prospective enrollees during any MA or Part D sales activity or presentation. This is considered cross-selling and is prohibited.
 - i. Market the Part D Plan and any health care related product during a marketing appointment beyond the scope agreed upon by the beneficiary, and documented by the plan, prior to the appointment (48 hours in advance when practicable). Subagent shall follow all laws and CMS guidance, including, but not limited to Medicare Part D Rules, with respect to Scope of Appointments;
 - j. Market additional health related lines of plan business not identified prior to an in-home appointment without a separate appointment that may not be scheduled until 48 hours after the initial appointment unless the beneficiary asks about another health-related product and signs a new appointment listing that health-related product.
 - k. Distribute marketing materials for which, before expiration of the 45-day period, the PDP Sponsor receives from CMS written notice of disapproval because it is inaccurate or misleading, or misrepresents the PDP Sponsor, its marketing representatives, or CMS.
 - l. Use providers, provider groups, or pharmacies to distribute printed information for beneficiaries to use when comparing the benefits of different Part D plans unless providers, provider groups or pharmacies accept and display materials from all Part D plan sponsors with which the providers, provider groups, or pharmacies contract. The use of publicly available comparison information is permitted if approved by CMS in accordance with the Medicare marketing guidelines.
 - m. Conduct sales presentations or distribute and accept Part D plan enrollment forms in provider offices, pharmacies, or other areas where health care is delivered to individuals, except in the case where such activities are conducted in common areas in health care settings.
 - n. Conduct sales presentations or distribute and accept plan applications at educational events.
 - o. Employ Part D plan names that suggest a plan is not available to all Medicare beneficiaries
 - p. Use a plan name that does not include the plan type. The plan type should be included

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- at the end of the plan name;
- q. Engage in any other marketing activity prohibited by CMS.

Subagent may access and print on-demand SilverScript approved materials via the SilverScript agent portal ("Agent Portal"). Materials available via the SilverScript Agent Portal include, but are not limited to, Summary of Benefits, enrollment applications, and brochures. Subagent shall distribute marketing materials at its sole cost and expense. Subagent shall use only SilverScript and Company provided, and CMS approved, materials to market SilverScript products to prospective individuals. Subagent shall not advertise or publish any matter or thing concerning SilverScript or its products that is not provided by SilverScript and Company without filing a proposed copy of such material with SilverScript and obtaining approval, signed by an officer of SilverScript. All printed matter and supplies SilverScript and Company furnish (including the intellectual property rights therein) are property of SilverScript and shall be promptly returned to SilverScript; or destroyed upon request or when this Agreement terminates.

For each individual beneficiary electing coverage under a SilverScript Part D Plan, the Subagent shall obtain a completed and signed application for each prospective beneficiary. Subagent shall deliver each completed application to the appropriate upline entity and enter each enrollment in the SilverScript Agent Portal, all in accordance with SilverScript's enrollment instructions, which are attached hereto as **Exhibit 3** and may be modified from time to time at SilverScript's sole discretion.

At Subagent's cost and expense, Subagent shall undergo CMS endorsed or approved annual training and pass the required annual test in accordance with this Agreement, CMS regulations and guidelines, and SilverScript and Company standards. Company shall at its own cost and expense make available to the Subagent the SilverScript Agent Portal for Subagent training and testing purposes.

5.0 Term and Termination. The initial term of this Agreement shall be effective on the Effective Date first above written and, unless otherwise terminated as set forth below, shall continue through the following coverage year (the "Initial Term"). Upon expiration of the Initial Term, this Agreement shall automatically renew for successive one year terms October 1 of each year thereafter unless either party provides written notice to the other party of its decision not to renew at least thirty (30) days prior to the end of each term. This Agreement may also be terminated at any time without cause by Company upon Company providing Subagent with thirty (30) days prior written notice. Subagent acknowledges that SilverScript may terminate Subagent's right to market, solicit and sell SilverScript Part D plans and products as permitted under and subject to SilverScript's agreement with the Company. Should this Agreement not be renewed or terminated for any or no reason, the parties agree to honor the administration, service and continued payment of commissions associated with the policies produced and in force under this Agreement before the effective date of such termination. In addition, Company, in its sole discretion, may terminate this Agreement for "cause" immediately upon mailing written notice to the Subagent's last known address if Subagent, its officers or any of its employees or agents (i) commits any fraud in connection with the duties, services or actions being performed on behalf of the other party under this Agreement; (ii) violates any of the material terms of this Agreement; or (iii) voluntarily or involuntarily dissolves or becomes insolvent or bankrupt, or makes an assignment for the benefit of creditors.

6.0 Records and Reports. Subagent shall maintain, and make available to Company, SilverScript and any appropriate governmental agency, all books and records relating to the Part D Plan, the services provided under this Agreement or those records that may be

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requested by CMS or a state regulatory agency for the longer of the period required under applicable federal or state law or by CMS.

7.0 Confidential Information. In connection with this Agreement, each party may disclose to the other party certain proprietary or confidential technical and business information, databases, trade secrets, and innovations belonging to the disclosing party ("Confidential Information"). Both during and after the term of this Agreement, Subagent will use diligent efforts to maintain in confidence and use Confidential Information only for the purposes of this Agreement. The proceeding obligations shall not apply to information that (a) has been publicly disclosed through no fault of Subagent, (b) Company agrees in writing may be disclosed, or (c) that either party is required to disclose pursuant to a valid subpoena, judicial or administrative order, or other legal requirement; provided that the party subject to such legal requirement shall give the other party prompt notice of such legal objections to such disclosure. Nothing in this Agreement shall constitute a grant, license, or otherwise provide to the Subagent any proprietary rights, at any time whether during the term of this Agreement or subsequent to its termination. If any party fails to comply with this Section, the infringed party shall be entitled to specific performance including immediate issuance of a temporary restraining order or preliminary injunction enforcing this Agreement, and to judgment for damages (including reasonable attorneys' fees) caused by the breach, and to any other remedies provided by law.

8.0 Indemnity. Subagent agrees to indemnify Company and SilverScript and their affiliates, shareholders, directors, officers and employees and to hold Company and SilverScript, and their affiliates, shareholders, directors, officers and employees harmless from any and all expenses, liabilities, costs, cause or causes of action and damages, including attorneys fees and costs of litigation, resulting from or growing out of any breach of this Agreement or any related documents or any unauthorized, fraudulent, negligent or wrongful act, omission, statement or representation by Subagent, its officers or any of its employees. This Section shall survive the termination of this Agreement for any reason.

9.0 Confidentiality of Protected Health and Financial Information of Consumers. The Subagent hereby agrees to comply with The Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and The Gramm-Leach Bliley Act of 1999 ("GLB") and their implementing regulations and with other federal and state laws and regulations controlling the use, disclosure, transmission and storage of health and financial information. Subagent further agrees to the terms and conditions contained in the Sub-Business Associate Agreement, attached hereto as **Exhibit 4.**

10.0 General Provisions. The parties to this Agreement are independent contractors, and have no other legal relationship under or in connection with this Agreement. No term or provision of this Agreement is for the benefit of any person who is not a party hereto and no such party shall have any right or cause of action hereunder.

This Agreement cannot be assigned by any party without the prior written approval of the other parties, which any party may withhold, in its sole discretion. The provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective permitted successors and assigns.

This Agreement constitutes the entire agreement between the parties with respect to the SilverScript Part D Plans, and supersedes any previous written or oral agreements with respect to the Part D Plans. This Agreement shall be amended only by written agreement signed by a duly authorized officer of each of the parties; provided that new Compensation Schedules shall

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become part of the Agreement in accordance with Section 2 above.

The waiver by any party of any other party's breach or violation of any provisions of this Agreement shall not be construed as a waiver of any subsequent breach or violation, and the waiver by any party of the right to exercise any remedy that it may possess hereunder shall not be construed as a bar to the exercise of such right or remedy by such party upon the occurrence of any subsequent breach or violation. In the event any article, section or provision of this Agreement or related documents is found to be void and unenforceable, the remaining articles, sections and provisions of this Agreement or related documents shall nevertheless be binding upon the parties with the same force and effect as though the void or unenforceable part had not been severed or deleted.

This Agreement shall be governed by and construed in accordance with the laws of the state of Company's domicile, without giving effect to the principles of conflicts of laws thereof. All disputes hereunder shall be brought in the federal and state courts located in the county of the state where the Company is principally domiciled, and the parties hereto hereby consent to jurisdiction and venue in said courts.

All notices, certificates, requests, demands and other communications provided for under this Agreement shall be in writing and shall be (a) personally delivered, (b) sent by first class United States mail, or (c) sent by overnight courier of national reputation, in each case addressed to the party to whom notice is being given at its address as set below or, as to each party, at such other address as may hereafter be designated. All such notices, requests, demands and other communications shall be deemed to have been given on (a) the date received if personally delivered, (b) when deposited in the mail if delivered by mail, or (c) the date sent if sent by overnight courier.

The parties' respective rights and obligations under this Agreement, which by their nature shall survive termination, cancellation, or expiration of this Agreement shall survive.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

COMPANY: _____

By: _____

Name: _____

Title: _____

SUBAGENT

By: _____

Name: _____

Title: _____

EXHIBIT 1
Compensation Schedule to the Subagent Agreement

Subject to and as limited by the compensation terms set forth in Section 2 of the Agreement, for Initial and Renewal Enrollments for the 2014 coverage year Company shall pay, and Subagent agrees to accept, the commissions set forth in the 2014 Compensation Schedule Addendum for enrollment and renewal of eligible beneficiaries in a SilverScript Part D plan. Subagent acknowledges that the total compensation paid to Subagent shall be paid in accordance with CMS regulations and CMS implementing guidance regarding the payment of compensation to agents and brokers.

Subagent acknowledges and agrees that the Company is solely responsible for payment of the commissions under this Agreement and SilverScript has no obligation to make payments hereunder.

As required under Part D regulations, any new member enrollment with SilverScript shall be paid as a Renewal Enrollment if the SilverScript member was previously enrolled in a Like Plan Type within the applicable 6 Year Cycle defined by CMS.

For each coverage year, commissions will be paid only for each SilverScript and CMS approved member, to the extent that the member remains enrolled as a SilverScript member. When a beneficiary disenrolls from the plan, or discontinues payment of premiums, during the member's first three (3) months of enrollment, Company will recover all Commissions paid. For any member who disenrolls from the plan, or discontinues payment of premiums, in months four (4) through twelve (12) of the coverage year, Company will recover a pro-rated Commission chargeback for these months in which the beneficiary is not enrolled. Commissions are payable only for a Medicare beneficiary who is enrolled in a SilverScript Part D Plan as a result of the services provided by the Subagent.

Company will pay commissions for Initial Enrollments only after each new enrollee is approved by CMS. Renewal Commissions will be paid by approximately March 1st of each coverage year.

Commissions and the process for payment thereof are subject to and limited by Medicare Part D rules. The parties specifically agree that, if permissible, the amount of commissions will be revised on a pro-rata basis to reflect changes resulting from any such law, regulation, guidance, or revisions or modifications. The obligation to pay commissions shall terminate in the event that CMS ceases payments to SilverScript for the Part D Plans covered under this Agreement. If this Agreement is terminated for cause, then all of Subagent's rights to any compensation shall be immediately terminated and forfeited.

No commissions shall be paid on lapsed enrollees. If a lapsed enrollee is reinstated by Subagent, the commission to be paid to Subagent shall be the same amount as for the renewal of such Part D Plan. Reinstatement commissions are to be determined in accordance with the Commission Schedule in effect at the time of reinstatement. If SilverScript discontinues an existing Part D insurance product in existence as of the Effective Date of this Agreement, any commissions related to the rewriting, replacement, or conversion of one form of Part D Plan to another new SilverScript Part D product (or on surrendered Part D Plans) are not covered by this Agreement but may be mutually determined by Company and Subagent unless required by law to be determined in different manner, including but not limited to the rules for Like Plans.

Renewal commissions for Subagents will continue to be paid for each renewed enrollee if the

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Subagent remains in compliance with CMS requirements, maintains good standing with SilverScript, and has not otherwise breached this Agreement. "Good standing" shall include a valid license, state appointment, annual training and testing, and other requirements for marketing and payment of compensation, as modified by SilverScript or CMS. Training and testing certification must be completed by December 7 to remain in good standing for renewals in effect the following plan year (*e.g., by December 7, 2014 for renewals for the 2015 plan year.*) Nothing in this Agreement requires SilverScript to contract with the Subagent if the Subagent is no longer contracted with Company. Company shall not pay Subagent commissions for a renewed enrollee if a Subagent is no longer in good standing during the applicable period. Subagent acknowledges and understands that in order to receive renewal commissions, Subagent must continue to abide by the applicable terms of the Agreement even if the Agreement has been terminated. If Company has already paid a commission to the Subagent for a renewed enrollee and the Subagent is later discovered to not be in good standing for the applicable period, then the Subagent shall repay Company the full amount of the renewal commission paid for that period.

Company may furnish Subagent with a periodic statement of Subagent's account and will pay any amount due Subagent hereunder. Upon receipt of such statement the Subagent shall immediately examine it, and if not satisfied as to its accuracy, Subagent shall return such statement to Company with details of any discrepancy therein within thirty (30) days of the date of the statement; otherwise the statement shall be deemed accepted by Subagent as true and correct. The account on the books of Company shall be prima facie evidence of such account for all purposes.

Unless otherwise defined herein, any capitalized terms herein shall have the meaning set forth under Medicare Part D Rules.

**SCHEDULE A
COMPENSATION SCHEDULE ADDENDUM FOR SILVERSCRIPT**

Effective Date*	Initial Enrollment	Renewal Enrollment
2014	\$ 56	\$ 28

*This Compensation Schedule Addendum shall remain in effect until a new Compensation Schedule Addendum becomes effective.

Subagent/Corporate Information:

This section is to be completed only by a Subagent who is the principal of a wholly owned or controlled agency corporation if the Subagent wants the wholly owned or controlled agency corporation to be included under this Agreement. By completing this section, the Subagent's commissions will be assigned to the wholly owned or controlled agency corporation listed below. Neither SilverScript Insurance Company nor Company shall have any obligation to pay any Commissions, or any other compensation whatsoever, directly to Subagent in connection with the services provided under this Agreement.

Agency/Corporate Name: _____

Corporate Tax I.D. Number: _____

Agency/Corporate Mailing Address:

Street Address 1: _____

Street Address 2: _____

City: _____

State: _____ Zip Code: _____

Telephone Number: _____ Fax Number: _____

EXHIBIT 2

Subagent's Contact Information Sheet

<u>AGENT INFORMATION:</u>			
Agent Name:			
First:	Middle:	Last:	
Agent Birth Date:	Agent SSN:		
Email Address:			
<u>BUSINESS ADDRESS:</u>			
Street Address 1:			
Street Address 2:			
City:	State:	Zip Code:	
Telephone #:	Mobile #:	Fax #:	
<u>RESIDENT ADDRESS:</u> () Check here if same as mailing address			
Street Address 1:			
Street Address 2:			
City:	State:	Zip Code:	
<u>NATIONAL PRODUCER NUMBER (NPI):</u>			
<u>CONTRACTING INFORMATION:</u>			
<u>Contracting Identity (circle one):</u>	Individual	Corporation	Partnership
<u>REQUESTING AUTHORIZATION TO RECEIVE COMMISSIONS IN THE STATES OF:</u>			
State:	License #:	Expiration Date:	
State:	License #:	Expiration Date:	
State:	License #:	Expiration Date:	
State:	License #:	Expiration Date:	
State:	License #:	Expiration Date:	
State:	License #:	Expiration Date:	

EXHIBIT 3
ENROLLMENT INSTRUCTIONS

1. Dating the Receipt of the Enrollment Request: The agent must date all enrollment forms on receipt. If the form is complete on receipt, then the date stamp showing the date of receipt becomes the application date for purposes of submitting the enrollment to CMS. If additional documentation is required to complete the enrollment request, this documentation must be dated on receipt. The date on the last additional documentation required to complete the enrollment request will be the application date for purposes of submitting the enrollment to CMS. This date is the one used for determining the enrollment period and effective date of enrollment (see #11 below).
2. Information Verification: The agent must verify the following:
 - Spelling of the prospective enrollee's complete name;
 - Correct recording of sex;
 - Health Insurance Claim Number; and
 - Date of Birth.

In face-to-face interviews, this verification should be done using the prospective enrollee's Medicare card. For other forms of enrollment (e.g., mail, fax), verification should be done by contacting the prospective enrollee by phone or other means, or by requesting that the prospective enrollee include a copy of his/her Medicare card when mailing in the enrollment request.

3. Enrollment Form Information and Enrollment Process: The Company and its Subagents agree to use and complete SilverScript's enrollment form for enrollments into a SilverScript Part D Plan and agree to adhere to SilverScript instructions with respect to the process for enrollment as well as providing all documents and information necessary to complete an enrollment as determined by SilverScript.
4. Permanent Residence: The agent must confirm that that the prospective enrollee's permanent address is in the plan's service area. If a Post Office Box is given, the agent must contact the prospective enrollee to determine their place of permanent residence, unless the person is homeless. For homeless prospective enrollees, a PO Box, address of a shelter or clinic, or the address where the prospective enrollee receives mail may be given instead of a residential address. If there is a dispute about the prospective enrollee's permanent residence, this must be resolved in accordance with State law.
5. Entitlement to Medicare: The agent should attempt to verify the prospective enrollee's entitlement to Part A and/or enrollment in Part B by reviewing the prospective enrollee's Medicare ID card or other documentation, such as an SSA award letter.
6. Legal Representatives: If someone other than the prospective enrollee signs the enrollment form, the agent must confirm that the person signing has (i) attested that he or she has authority under State law to make the enrollment request on behalf of the prospective enrollee, (ii) attested that a copy of the proof of other authorization required by State law that empowers the individual to effect an enrollment request on behalf of

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the prospective enrollee (e.g., court-appointed legal guardianship or durable power of attorney) is available upon request by the plan or CMS, and (iii) provided contact information. If the agent is aware that the prospective enrollee has a representative payee designated by SSA to handle the prospective enrollee's finances, the agent should contact the representative payee to determine whether he/she is the appropriate person under State law to sign the enrollment form for the prospective enrollee.

7. Date of Enrollment Form: If the date is not filled in on the enrollment form by the prospective enrollee or their legal representative, the date of receipt that the agent stamps on the enrollment form should be treated as the "signature date" of the request.
8. Helping Fill-Out the Form: If the agent helps the prospective enrollee fill out the enrollment form, then the agent must also sign the form and indicate his/her relationship to the prospective enrollee. Merely pre-populating the form, with the prospective enrollee's name and mailing address (but not phone number) when the prospective enrollee requested that the form be mailed to him/her is not considered helping the prospective enrollee fill out the form, and so does not require that the agent sign the form. Similarly, correcting information on the form after verifying it does not require the agent's signature.
9. Enrollment by Telephone: With prior written approval by SilverScript, Subagents may accept enrollment requests via an incoming (in-bound) telephone call. The following additional guidelines must be followed for telephone enrollments:
 - Enrollment requests may only be accepted from/during an incoming (or inbound) telephone call from a beneficiary;
 - Individuals must be advised that they are completing an enrollment;
 - Each telephonic enrollment request must be recorded and include statements of the individual's agreement to be recorded, required elements necessary to complete the enrollment and a verbal attestation of the intent to enroll. All telephonic enrollment recordings must be maintained per CMS requirements for at least 10 years and sent to SilverScript or the appropriate upline entity in a format and timeline agreed to by SilverScript;
 - Collection of financial information is prohibited at any time during the call; and
 - Telephone enrollments may only be performed pursuant to scripts developed for this purpose by SilverScript that contain the required elements for completing an enrollment request and that have been approved by CMS. SilverScript MUST approve and submit to CMS for approval all telephone enrollment scripts, unless otherwise agreed to in writing by the parties.
10. Correction of Information: The agent should make any necessary corrections to the enrollment form (e.g. if digits are transposed in a phone number) and place his/her initials and the date next to the correction. Alternately, rather than initialing the correction, the agent may attach a separate "correction" sheet that the agent signs and dates, or an electronic record of a similar nature, and this should become part of the enrollment record.
11. Determining Enrollment Period and Effective Date: The agent must determine the type of enrollment period that applies to the prospective enrollee (e.g. by the prospective enrollee's date of birth, Medicare card, a letter from SSA, and the date the completed enrollment form is received), and therefore, the effective date of coverage.

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There are three valid enrollment periods for which an individual may enroll in a PDP, they are: the Initial Enrollment Period for Part D (“IEP”); the Annual Coordinated Election Period (“AEP”); and Special Enrollment Periods (“SEP”).

The IEP is the period during which an individual is first eligible to enroll in a Part D plan. The beneficiary has a 7-month period that begins 3 months before the month an individual meets the eligibility requirements to enroll in a Medicare D Plan and ends 3 months after the month of eligibility. A beneficiary who was eligible for Medicare prior to age 65 (such as for disability or renal failure) has a second IEP for Part D based on attaining age 65.

The AEP occurs October 15 through December 7 of every year. During this timeframe an individual can enroll in or change his/her plan for an effective date of January 1st of the following year. Individuals are limited to one AEP enrollment choice during this timeframe.

The SEP is the period that an individual can enroll based on special circumstances. Examples of an SEP are:

- Change in residence to a different region;
- Involuntary loss of creditable coverage;
- Dual eligibility;
- Other low income subsidies;
- Institutionalization; and
- MA “open enrollment periods.”

Unless otherwise required by CMS Guidance, verbal confirmation is acceptable from the beneficiary regarding the conditions that make him or her eligible for the SEP and shall be documented as the SEP reason in the application form and in the portal.

In face-to-face or telephone enrollments, the agent may advise the prospective enrollee of the proposed effective date, but must stress that this is only a proposed effective date, and that the prospective enrollee will hear directly from the plan to confirm the actual effective date of enrollment.

12. Multiple Enrollment Periods: If more than one enrollment period applies, the prospective enrollee must be allowed to choose the enrollment period that applies, and therefore, the effective date of coverage (except that the effective date can never be earlier than the month the prospective enrollee is entitled to Medicare Part A and/or enrollment in Part B).
13. Choosing Enrollment Period: If the prospective enrollee does not choose an effective date when more than one enrollment period applies, the agent must contact the prospective enrollee to obtain his/her preference. If the agent is unsuccessful in obtaining the prospective enrollee’s choice, the agent must determine the enrollment period based on the ranking provided by CMS in the Final PDP Guidance on Eligibility, Enrollment and Disenrollment (i.e., first IEP for Part D, then SEP, then AEP).
14. Submitting the hard copy enrollment form: For all enrollments except phone enrollments (see below), Agents MUST send the signed paper copy of the enrollment form directly to

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SilverScript or to the appropriate upline entity who will then send the copy to SilverScript. Agents must also give a copy of the enrollment form to the beneficiary that they are enrolling into SilverScript. If an enrollment is performed over the phone, a copy of the phone recording MUST be submitted to SilverScript or the appropriate upline entity.

15. Scope of Appointment: Along with the enrollment application, the agent must submit the Scope of Appointment form to SilverScript or the appropriate upline entity in connection with any face-to-face personal/individual marketing appointment including under the following circumstances:
 - In-home sales appointments or personal/individual appointments with an existing member/client in office, coffee shop or other similar location;
 - For appointments with new members/clients (not existing members/clients); and/or
 - When a plan or agent/broker sells more than one type of product.

16. Commissions: To be eligible for commissions, all enrollments must be performed using SilverScript forms and process and must be done by agents who have completed the background check, are licensed and appointed in the State of enrollment and have passed training and certification. In addition, for face to face enrollments, a paper copy of the enrollment and scope of appointment must also be sent to SilverScript or the appropriate upline entity as described in Section 14 and 15 above.

EXHIBIT 4
Sub-Business Associate Agreement

This Sub-Business Associate Agreement (“Agreement”) is effective as of the Effective Date specified below by and between _____ (“Sub-Business Associate”) and _____ on behalf of itself and its subsidiaries and affiliates (“Company”). This Agreement is effective as of _____ or the effective date of the Services Agreement if earlier (the “Effective Date”).

WHEREAS, Company performs services under a contract with SilverScript Insurance Company and other CVS Caremark affiliates offering Part D Plans (together referred to as “SilverScript”), and in the course of satisfying its obligations will have access to and/or use of protected health information that is subject to protection under the Health Insurance Portability and Accountability Act of 1996, as amended from time to time.

WHEREAS, Company subcontracts a portion of those services to Sub-Business Associate pursuant to one or more service agreements entered into between the parties (collectively “Services Agreement”), in the course of satisfying its obligations, Sub-Business Associate will have access to and/or use of protected health information.

WHEREAS, the parties desire to comply with the governing standards for the privacy and security of protected health information.

NOW, THEREFORE, Company and Sub-Business Associate mutually agree to the terms of this Agreement.

1. Definitions

(a) “Breach” shall have the same meaning as the term “Breach” in 45 CFR 164.402.

(b) “HIPAA” shall mean the Health Insurance Portability and Accountability Act of 1996, as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5) (the “HITECH Act”) and the federal regulations (“HIPAA Rules”) published at 45 CFR parts 160 and 164 and any applicable state privacy and security laws regarding individually identifiable health information.

(c) “Individual” shall have the same meaning as the term “Individual” in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g) or other applicable federal or state law.

(d) “Protected Health Information” shall have the same meaning as such term as defined in 45 CFR 160.103, but limited to information created, accessed or received on behalf of Company.

(e) “Satisfactory Background Screening” shall mean, collectively (1) national federal criminal database check; (2) seven-year county of residence criminal conviction search; and (3) in each of (1) and (2) above, containing no felony or misdemeanor conviction that related to fraud or theft (including but not limited to, shoplifting, larceny, embezzlement, forgery, credit card fraud, or check fraud), the disposition of which is within seven years, as allowed by law

(f) “Secure” shall mean to render unusable, unreadable or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of the HITECH Act.

(g) “Successful Security Incident” shall mean any Security Incident (as defined in 45 CFR 164.304) that results in the unauthorized use, access, disclosure, modification or destruction of electronic Protected Health Information.

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All capitalized terms used in this Agreement and not defined elsewhere herein or in the Services Agreement shall have the same meaning as those terms as used or defined in the HIPAA Rules.

2. Obligations of Sub-Business Associate with respect to Use and Disclosure of Protected Health Information

(a) Sub-Business Associate agrees to satisfy and comply with the HIPAA Rules concerning the confidentiality, privacy, and security of Protected Health Information that apply to sub-business associates.

(b) Sub-Business Associate shall not use or disclose Protected Health Information except as permitted or required by section 3 of this Agreement or as Required by Law.

(c) Sub-Business Associate may use and disclose Protected Health Information only if such use or disclosure is in compliance with the applicable requirement of 45 CFR 164.504(e).

(d) Sub-Business Associate agrees to mitigate, at its sole expense: (i) any harmful effect resulting from a Successful Security Incident involving PHI or any use or disclosure of PHI in violation of the requirements of this Agreement, the HIPAA Rules, or other applicable law; and (ii) any risks identified or discovered as a result of a Security Incident that does not result in the unauthorized use, access, disclosure, modification or destruction of electronic Protected Health Information.

(e) Sub-Business Associate agrees to ensure that any agent, including without limitation a Subcontractor, to whom it provides Protected Health Information agrees to the same requirements that apply through this Agreement to Sub-Business Associate with respect to such information and to enter into a Sub-Business Associate Agreement with any such agent that is a Subcontractor. Sub-Business Associate shall be liable to Company for any acts, failures or omissions of the agent or Subcontractor in providing the services as if they were Sub-Business Associate's own acts, failures or omissions, to the extent permitted by law.

(f) Sub-Business Associate agrees that it shall request from Company and disclose to its affiliates, subsidiaries, agents and Subcontractors or other third parties, only a Limited Data Set or, if that is not practicable, only the minimum necessary Protected Health Information to perform or fulfill a specific function required or permitted hereunder.

(g) If Sub-Business Associate conducts, in whole or in part, any Standard Transactions electronically on behalf of Company, Sub-Business Associate shall comply with the applicable requirements of 45 CFR 162 and shall require that any agents or Subcontractors that perform, in whole or in part, such Standard Transactions on its behalf, agree in writing to comply with such requirements. Sub-Business Associate will not enter into any trading partner agreement in connection with the conduct of Standard Transactions on behalf of the Company: (i) that changes the definition, data condition, or use of a data element or segment in a Standard Transaction; (ii) adds any data element or segment to the maximum defined data set; (iii) uses any code or data element that is marked or "not used" in the Standard Transaction's implementation specification or is not in the Standard Transaction's implementation specification or (iv) changes the meaning or intent of the Standard Transaction's implementation specification.

(h) Sub-Business Associate agrees to report any use or disclosure of Protected Health Information not permitted by this Agreement and any Successful Security Incident (each a "Potential Breach") to Company and SilverScript immediately, but in no event later than within two (2) business days, after it is discovered (within the meaning of 45 CFR 164.410(a)(2)). Such report shall be made by in writing to Company and via email to SilverScript at

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privacy.officer@cvscaremark.com. Sub-Business Associate shall provide the information concerning the Potential Breach as required by 45 CFR 164.410(c), and other information reasonably required by Company to determine whether a Breach has occurred, including Sub-Business Associate's own risk assessment to determine whether a Breach has occurred. If such information is not available to Sub-Business Associate at the time the Potential Breach is required to be reported to Company, Sub-Business Associate shall provide such information to Company promptly as it becomes available. Company shall have the sole discretion to determine whether a Breach has occurred. The Sub-Business Associate shall maintain complete records regarding the Potential or actual Breach for the period required by 45 CFR 164.530(j) or such longer period required by state law, and shall make such records available to Company promptly upon request, but in no event later than within forty-eight (48) hours.

(i) Within five (5) business days of receipt of a request from Company, Sub-Business Associate shall provide to Company or, at its direction, to an Individual, Protected Health Information relating to that individual held by Sub-Business Associate or its agents or Subcontractors in a Designated Record Set in accordance with 45 CFR 164.524. In the event any Individual requests access to his or her Protected Health Information directly from Sub-Business Associate, Sub-Business Associate shall, within five (5) business days of receipt of such request, forward the request to Company unless the Privacy Rule requires Sub-Business Associate to receive and respond to such requests directly, in which case Sub-Business Associate shall respond directly as required by and in accordance with 45 CFR 164.524, and shall send a copy of such response to Company.

(j) Within five (5) business days of receipt of a request from Company, Sub-Business Associate agrees to make any requested amendment(s) to Protected Health Information held by it or any agent or Subcontractor in a Designated Record Set in accordance with 45 CFR 164.526. In the event any individual requests an amendment to his or her Protected Health Information directly from Sub-Business Associate, Sub-Business Associate shall within five (5) business days of receipt thereof, forward such request to Company.

(k) Within ten (10) business days after Sub-Business Associate, its agents or Subcontractors makes any disclosure of Protected Health Information for which an accounting may be required under 45 CFR 164.528, Sub-Business Associate agrees to provide in writing to Company and via email to SilverScript at privacy.officer@cvscaremark.com, the information related to such disclosure as would be required to respond to a request by an Individual for an accounting in accordance with 45 CFR 164.528. In the event any Individual requests an accounting of disclosures under 45 CFR 164.528(a) directly from Sub-Business Associate, Sub-Business Associate shall, within ten (10) business days of receipt of such request, forward the request to Company unless the Privacy Rule requires or Company directs that Sub-Business Associate to receive and respond to such requests directly, in which case Sub-Business Associate shall respond directly as required by and in accordance with 45 CFR 164.528, and shall send a copy of such response to Company.

(l) Within five (5) business days of receipt of a request from Company, Sub-Business Associate agrees to comply with any request for confidential communication of, or restriction on the use or disclosure of, Protected Health Information held by it or any agent or Subcontractor as requested by Company and in accordance with 45 CFR 164.522.

(m) Sub-Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services or her/his designees or other government authorities in a time and manner designated by Company or such governmental authorities, for purposes of determining compliance with the HIPAA Rules. Sub-Business Associate shall provide a copy of

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such books and records to Company at the same time as these are provided to the Secretary or other government authority.

(n) Sub-Business Associate warrants and represents that Sub-Business Associate has obtained, at Sub-Business Associate's own expense and in a manner compliant with all applicable local, state, federal and international laws, a Satisfactory Background Screening for all of its Workforce members with access to any Protected Health Information ("Sub-Business Associate Personnel"). Sub-Business Associate agrees to update such background screening upon reasonable request by Company, it being agreed that any request based upon the occurrence of any Potential Breach or other illegal activity involving Sub-Business Associate or Sub-Business Associate Personnel, or the reasonable suspicion of illegal activity involving Protected Health Information, or any regulatory requirements requiring such updates, would be deemed reasonable hereunder.

(o) Sub-Business Associate shall maintain documentation of its obligations hereunder to the extent and for the period required by the HIPAA Rules, including 45 CFR 164.530(j).

(p) To the extent that Sub-Business Associate provides services in connection with a "covered account" (as such term is defined in 16 CFR 681.2), it shall develop policies and procedures to detect relevant "red flags" (as such term is defined in 16 CFR 681.2) that may arise in the performance of Sub-Business Associate's activities. Sub-Business Associate agrees to report any red flags to Company and to take appropriate steps to prevent or mitigate identity theft.

(q) Notwithstanding any other provisions of this Agreement, to the extent Company provides prior written permission for the handling of Protected Health Information by Sub-Business Associate or its Subcontractors outside the United States pursuant to Section 7(f) below, Sub-Business Associate agrees to comply with the requirements of the CMS memorandum of July 23, 2007 entitled " Sponsor Activities Performed Outside of the United States (Offshore Subcontracting)" with respect to Protected Health Information of Medicare beneficiaries. The terms specified in the attestation contained in that CMS memorandum are hereby incorporated by reference.

3. Security of Protected Health Information

(a) Sub-Business Associate agrees to implement appropriate administrative, physical, and technical safeguards to prevent the unauthorized use and disclosure of Protected Health Information, and to protect the confidentiality, integrity, and availability of Electronic Protected Health Information, as required by the HIPAA Rules. Without limiting the foregoing, Sub-Business Associate agrees to comply with the requirements of 45 CFR 164.308, 164.310, 164.312, and 164.316, as may be amended and interpreted in guidance from time to time.

(b) Sub-Business Associate agrees, to the extent practicable, to Secure all Protected Health Information at rest, in motion or in use. Without limiting the foregoing, Sub-Business Associate agrees in all cases to Secure all electronic Protected Health Information in motion and all electronic Protected Health Information placed or stored on portable devices, and to dispose of all Protected Health Information in a Secure manner, including the permanent removal of all Protected Health Information from Electronic Media and hard disks, whether on fax, copier, computer, portable device or otherwise, before making such Electronic Media available for re-use.

(c) Sub-Business Associate's security safeguards for Protected Health Information must be evaluated and certified by a person holding a Certified Information Systems Security Professional ("CISSP") certification as meeting health care industry security best practices.

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Sub-Business Associate will perform periodic reviews of its security safeguards to ensure they are appropriate and operating as intended. At a minimum, all safeguards will be assessed for compliance and re-certified by a CISSP at least once a year.

(d) Documentation of Sub-Business Associate's security assessments, including testing and any remediation efforts and CISSP safeguard certification, must be retained for a period of six (6) years following (i) termination hereof and (ii) destruction or return of Protected Health Information, whichever is last to occur, or such longer period as required by applicable law.

(e) Sub-Business Associate agrees that neither it nor any of its Workforce members will place Protected Health Information on portable computing/storage devices which are not owned by Sub-Business Associate. Sub-Business Associate shall ensure that data files containing Protected Health Information are not saved on public or private computers while accessing corporate e-mail through the Internet.

(f) Sub-Business Associate shall train Workforce members on the responsibilities under this Agreement, including the responsibilities to safeguard and, where appropriate or required, Secure Protected Health Information, and consequences for failing to do so. □

(g) As healthcare industry security best practices evolve to satisfy the HIPAA Rules and other applicable security standards, Sub-Business Associate agrees to adjust its safeguards accordingly so that they continue to reflect the then-current industry best practices. To the extent that Sub-Business Associate has access to any part of Company's data systems, Contractor shall comply with Company's information security policies.

4. Permitted Uses and Disclosures of Protected Health Information.

(a) Sub-Business Associate agrees not to use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required by Law. Subject to those limitations set forth in this Agreement, Sub-Business Associate may use and disclose Protected Health Information as necessary in order to provide its services as described in the Services Agreement.

(b) Subject to the limitations set forth in this Agreement, Sub-Business Associate may use Protected Health Information if necessary for its proper management and administration or to carry out its legal responsibilities. In addition, Sub-Business Associate may disclose Protected Health Information as necessary for its proper management and administration or to carry out its legal responsibilities provided that:

(i) any such disclosure is Required By Law; or

(ii) (1) Sub-Business Associate obtains reasonable assurances, in the form of a written agreement, from the person to whom the Protected Health Information is disclosed that it will be held confidentially and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person; and (2) the person agrees to immediately notify Sub-Business Associate (which shall immediately notify Company and SilverScript in accordance with Section 2 above) of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

(c) Sub-Business Associate may not de-identify Protected Health Information except as necessary to provide its services as described in the Services Agreement. Sub-Business Associate is prohibited from using or disclosing such de-identified information for its own purpose without the explicit written permission of Company.

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5. Term and Termination.

(a) The term of this Agreement shall continue for so long as the Services Agreement remains in effect, except that (i) Section 5(c) shall survive after the termination of the Services Agreement for as long as Sub-Business Associate retains any Protected Health Information; and (ii) any provision that by its nature survives termination shall so survive including, by way of example and not by way of limitation, Sections 2(d), 2(e), 2(n), 5(c), 6 and 7(e).

(b) Upon Company's determination that Sub-Business Associate has violated or breached a material term of this Agreement, Company shall either: (1) provide an opportunity for Sub-Business Associate to cure the breach or end the violation, and terminate this Agreement and the Services Agreement if Sub-Business Associate does not cure the breach or end the violation within the time specified by Company; or (2) immediately terminate this Agreement and the Services Agreement if it determines that Sub-Business Associate has breached a material term of this Agreement and cure is not possible; or (3) if it determines that neither termination nor cure is feasible, report the violation to the Secretary if required by the HIPAA Rules.

(c) Effect of Termination. (1) Except as provided in paragraph (2) of this subsection *infra*, upon termination of the Services Agreement for any reason, Sub-Business Associate shall, at the election of Company, return to Company or destroy all Protected Health Information in its possession or that of its Subcontractors or agents. Sub-Business Associate and its agents and Subcontractors shall retain no copies of the Protected Health Information. (2) In the event that returning or destroying the Protected Health Information is infeasible, Sub-Business Associate shall provide to Company written notification within ten (10) business days after termination of the Services Agreement of the conditions that make return or destruction infeasible. Upon agreement by Company that return or destruction of the Protected Health Information is infeasible, Sub-Business Associate shall extend the protections of this Agreement to such Protected Health Information, and limit further uses and disclosures of it to those purposes that make the return or destruction infeasible, for so long as Sub-Business Associate or its agents or Subcontractors hold such Protected Health Information.

6. Indemnification and Liability.

(a) Sub-Business Associate will indemnify and hold harmless Company and any of its officers, directors, employees, or agents from and against any claim, cause of action, liability, damage, cost or expense, including reasonable attorneys' fees and court or proceeding costs, arising out of or in connection with any breach of the terms of this Agreement, any Breach of Protected Health Information under the control of Sub-Business Associate or its agents or Subcontractors that requires notification under the HIPAA Rules or state law, or any failure to perform its obligations with respect to Protected Health Information by Sub-Business Associate, its officers, employees, agents or any person or entity under Sub-Business Associate's direction or control.

(b) In the event of a Breach of Protected Health Information under the control of Sub-Business Associate or its agents or Subcontractors, Sub-Business Associate agrees to perform any reasonable mitigation or remediation services requested by Company, and Sub-Business Associate agrees to be responsible for costs and expenses including but not limited to: (i) reasonable cost of providing required notice to individuals affected by the Breach of Protected Health Information; (ii) reasonable cost of providing required notice to government agencies, credit bureaus, and/or other required entities; (iii) cost of providing individuals affected by the Breach of Protected Health Information with credit protection services designed to prevent fraud associated with identity theft crimes for a specific period not to exceed twelve (12) months, except to the extent applicable law specifies a longer period for such credit protection

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services, in which case such longer period shall then apply; (iv) identity theft insurance; (v) cost of providing reasonable call center support for such affected individuals for a specific period not less than ninety (90) calendar days, except to the extent applicable law specifies a longer period of time for such call center support, in which case such longer period shall then apply; (vi) reasonable fees associated with computer forensics work required for investigation activities related or relevant to the Breach of Protected Health Information; (vii) non-appealable fines or penalties assessed by governments or regulators; (viii) reasonable costs or fees associated with any obligations imposed by applicable Law, including HIPAA, in addition to the costs and fees defined herein; and (ix) any other costs and expenses to undertake any other action both parties agree to be an appropriate response to the circumstances arising out of or in connection with any Breach of Protected Health Information.

7. Miscellaneous

(a) Sub-Business Associate agrees to take such action as Company deems necessary to amend this Agreement from time to time to comply with the requirements of any HIPAA Rules. If Sub-Business Associate disagrees with any such amendment proposed by Company, it shall so notify Company in writing no later than fifteen (15) business days after receipt of Company's notice of the amendment. If the parties are unable to agree on an amendment, Company may, at its option, terminate the Services Agreement.

(b) A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended, and as of its effective date.

(c) Any ambiguity in this Agreement shall be resolved to permit compliance with the HIPAA Rules.

(d) The terms and conditions of this Agreement shall override and control any conflicting term or condition of the Services Agreement. All non-conflicting terms and conditions of the Services Agreement remain in full force and effect.

(e) The parties agree that the remedies at law for a violation of the terms of this Agreement may be inadequate and that monetary damages resulting from such violation may not be readily measured. Accordingly, in the event of a violation by either party of the terms of this Agreement, the other party shall be entitled to immediate injunctive relief. Nothing herein shall prohibit either party from pursuing any other remedies that may be available to either of them for such violation.

(f) Sub-Business Associate represents that neither it nor its agents or Subcontractors will transfer, access or otherwise handle Protected Health Information outside the United States without the explicit prior written permission of Company. Irrespective of where it performs its services or is domiciled, or any other factors affecting jurisdiction, Sub-Business Associate agrees, and shall require that its agents and contractors agree, to be subject to the laws of the United States, including the jurisdiction of the Secretary and the courts of the United States. Sub-Business Associate further agrees that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the United States in a venue in the State whose law governs the Services Agreement, and Sub-Business Associate waives any available jurisdictional defenses as they pertain to the parties' obligations under this Agreement or applicable law.

(g) During normal business hours, and with reasonable prior notice, Company or its authorized representatives may audit, monitor and inspect Sub-Business Associate's and its Subcontractors' facilities and equipment and any documents, information or materials in Sub-Business Associate's or its Subcontractors' possession, custody or control; interview Sub-Business Associate's employees, agents, consultants and Subcontractors; and inspect any logs

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or documentation maintained by Sub-Business Associate to the extent relating in any way to Sub-Business Associate's obligations under this Agreement. An inspection performed pursuant to this Agreement shall not unreasonably interfere with the normal conduct of Sub-Business Associate's business. No such inspection by Company as set forth herein shall relieve Sub-Business Associate of any of its obligations under this Agreement.

(h) Any Protected Health Information provided by Company, its employees, agents, consultants, Subcontractors or business associates to Sub-Business Associate, or created, obtained, procured, used or accessed by Sub-Business Associate in Company's name or on Company's behalf, shall, as between the parties to this Agreement, at all times be and remain the sole property of Company, and Sub-Business Associate shall not have or obtain any rights therein except as stated herein.

(i) Relationship of Parties. It is expressly agreed that Sub-Business Associate, its divisions, and its affiliates, including its employees and Subcontractors, are performing the services under this Agreement as independent contractors for Company. Neither Sub-Business Associate nor of its affiliates, officers, directors, employees or Subcontractors is an employee or agent of Company. Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the parties or any of their affiliates, or (ii) an agency relationship for purposes of the HITECH Act.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers or agents as of the Effective Date.

SUB-BUSINESS ASSOCIATE

COMPANY on behalf of
itself and its affiliates

Signature _____

Signature _____

Typed Name _____

Type Name _____

Title _____

Title _____

Date _____

Date _____

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

Social security number									

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

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

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

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

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

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

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

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

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

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

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

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

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

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

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

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

Partnership, C Corporation, or S Corporation. Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

Disregarded entity. Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.

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

Exempt Payee

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

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

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

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

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

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

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

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

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

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

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

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

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

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

Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

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

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

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

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

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

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

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

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

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

*Note. Grantor also must provide a Form W-9 to trustee of trust.

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

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



AUTHORIZATION AGREEMENT FOR AUTOMATIC DEPOSITS (ACH CREDITS)

Name _____ SSN or Tax ID _____

I hereby authorize Senior Market Sales, Inc. ("SMS"), to initiate credit entries and to initiate, if necessary, debit entries and adjustments for any credit entries in error to my account as indicated below and the financial institutions named below, to credit and or debit the same to such accounts.

I also understand this is not an assignment of commissions, 1099's will continue to be issued to the commission owner.

Name of Financial Institution _____

City _____ State _____ Zip _____

Transit / ABA No. _____ Account No. _____

This authority is to remain in full force and effect until SMS has received written notification from me of its termination in such time and in such manner as to afford SMS and the Financial Institution a reasonable opportunity to act on it.

Date ____/____/____ Signature _____

SMS will keep authorization on file throughout the life of the transactions and two years beyond their termination.

**A VOIDED IMPRINTED CHECK OR LETTER FROM THE BANK
MUST BE ATTACHED TO VERIFY ACCOUNT AND ROUTING NUMBERS.**

VOIDED CHECK

VOIDED CHECK

VOIDED CHECK