

Producer Agreement



Please submit the following documentation with this signed Producer Agreement for complete processing of your appointment with CoPower and payment of commission.

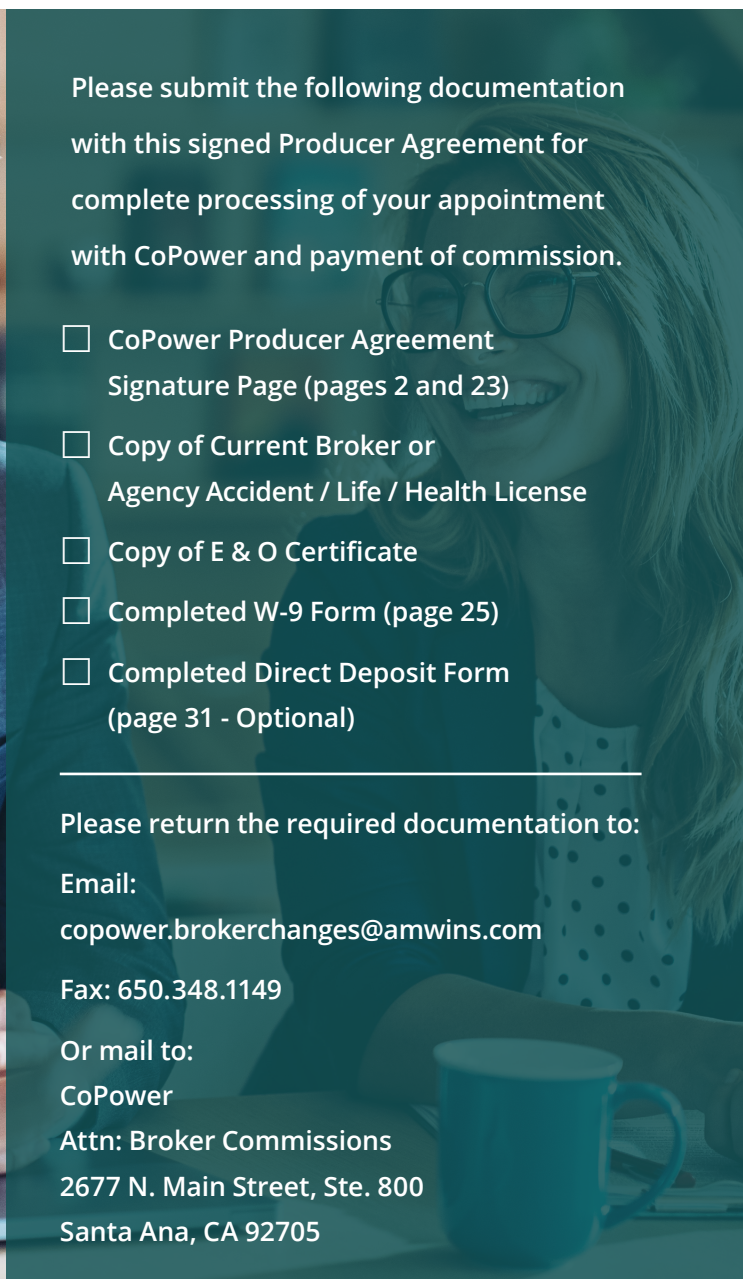
- CoPower Producer Agreement Signature Page (pages 2 and 23)
- Copy of Current Broker or Agency Accident / Life / Health License
- Copy of E & O Certificate
- Completed W-9 Form (page 25)
- Completed Direct Deposit Form (page 31 - Optional)

Please return the required documentation to:

Email:
copower.brokerchanges@amwins.com

Fax: 650.348.1149


Or mail to:
CoPower
Attn: Broker Commissions
2677 N. Main Street, Ste. 800
Santa Ana, CA 92705



Producer Agreement Signature Page

SECTION 1: PRODUCER TYPE			
<input type="checkbox"/> Agency Firm or Independent Producer		<input type="checkbox"/> Sub-Agent	
Agency name		Agent/Agency TIN (Tax ID no.) or EIN	
Agent name			
SECTION 2: AGENT INFORMATION			
Agent/Agency Name		Agent TIN (Tax ID no.) or EIN	
Physical address		City	State Zip Code
Mailing Address (if different from above)		City	State Zip Code
Business Phone	Business Fax	Primary Email Address	
License Type (<i>attach a copy</i>)	Organizational Type	<input type="checkbox"/> Individual/Sole Proprietor	<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership
<input type="checkbox"/> Accident / Life / Health	<input type="checkbox"/> LLC	<input type="checkbox"/> Other _____	
Accident / Life / Health License Number		License Expiration Date	National Producer Number
Errors & Omissions coverage is required. Please attach a copy of your certificate.			
<input type="checkbox"/> Check box once you have attached your E&O Certificate.			
Has your agent license ever been suspended, revoked, or terminated? <input type="checkbox"/> Yes <input type="checkbox"/> No		If yes, please explain	
<input type="checkbox"/> Check box if you wish to opt out of E-mail communications and provide mailing address above			

PLEASE NOTE: This application cannot be processed unless all questions have been answered and copies of your license and E&O certificate have been sent.

SECTION 3: SIGNATURE FOR THE COPOWER PRODUCER AGREEMENT	
I acknowledge that I have read, understand and agree with the terms of this Producer Agreement. In Witness Whereof, the parties to Producer Agreement attached hereto have caused this Agreement to be duly executed as of the dates set forth below. By signature below, Producer agrees to be bound by the Agreement attached hereto and all of its terms and provisions.	
"Company" CoPower (Administrators), LLC	"Producer"
Name Pratibha Patel	Name
Signature 	Signature _____
Title Vice President	Title
Date 12/19/2022	Date

PRODUCER AGREEMENT

This Producer Agreement (hereinafter “Agreement”) is made by and between CoPower (Administrators), LLC, a California corporation (hereinafter, referred to as the “Company”), and the firm whose name appear on the signature page of this Agreement (hereinafter “Producer”).

RECITALS

Company is not an insurance company but does market insurance policies (hereinafter “Policies”) with regard to certain insurance products issued by various insurance companies (the “Insurers”), which are duly qualified under applicable insurance laws; and

In addition to the foregoing, Company performs third party administrator services (the “Services”) for the Insurers which issue said policies; and

Company and Producer wish to enter into an agreement to have Producer solicit applications for issuance of the Policies and for performance of the Services.

Now, therefore, for good and valuable consideration, the sufficiency of which is acknowledged hereby, and intending to be legally bound, the parties agree as follows:

I. Appointment/Authorization

Company hereby appoints Producer during the term of this Agreement as a non-exclusive agent to solicit applications for the Policies and the related Services. Company, from time to time, may amend said Policies and Services, which amendment will be effective upon notice, (the “Notice”) to the Producer.

II. Authority and Undertakings of the Producer

- a. Producer is authorized hereby to solicit, procure and submit applications for the Policies and Services through itself or through one or more sub-Producers (defined below) provided both the Producer and the applicable sub-Producer are properly licensed and state appointed to do so, in accordance with applicable law and regulations and the Company’s Licensing, Appointment and Registration policy, as amended from time to time. For purposes of this Agreement, “sub-Producer” is defined as an individual employed by, associated with or otherwise acting on behalf, of Producer. Before Producer shall utilize the services of a sub-Producer, it shall provide Company with the name and applicable qualifications of such Producer, including a list of all applicable licenses.
- b. Producer agrees to the following undertakings in its capacity as a Producer with regard to itself and any of its sub-Producers:
 - i. If Producer utilizes the services of one or more sub-Producers, Producer shall have full responsibility for the training and supervision of all said sub-Producers who are engaged, directly or indirectly, in the offer, sale and/or administration of Policies and Services to ensure that they are in compliance with all applicable federal, state and local laws and regulations and all rules and procedures of the Company and of the Insurers which issue the Policies (which rules and procedures may be changed by the Company or the Insurers from time to time in its or their own discretion.) Producer shall establish and implement

procedures for the supervision of the sales practices of all of its Producers.

- ii. Producer shall be responsible for determining the suitability for recommendations and sales for sub-Producers, if any, of the Policies or Services.
- iii. Producer agrees to be responsible for all monies the Producer, its sub-Producers, if any, or employees receive on the Company's behalf and forward all such monies to the Company within five (5) business days.
- iv. Producer shall be responsible for the review of all applications before submitting them to the Company and will submit only those applications that have been properly completed.
- v. Producer is authorized to designate sub-Producers to solicit applications for Policies and the Services. Producer shall not utilize the services of a sub-Producer unless he or she is licensed as an insurance agent in the state(s) in which it is proposed he or she shall solicit applications for Policies and Services. Prior to proposing them for appointment, Producer shall conduct a thorough and diligent investigation of the trustworthiness, competence, character, reputation and criminal background of each sub-Producer that satisfies the requirements for an agent in each state the individual is authorized by Company to act, including but not limited to possible violations of the Violent Crime Control and Law Enforcement Act of 1994 (18 U.S.C. Sect. 1033 and 1034) (hereinafter the "Crime Bill"), and any other applicable laws. Additionally, the Producer shall notify the Company immediately if the Producer has knowledge that any person who is acting as an agent for the Company no longer meets the qualification requirements of applicable state insurance laws. The Company shall have sole discretion to require Producer to discontinue or terminate the authority of a sub-Producer to act for the Company. Upon the Company giving Notice to Producer of its withdrawal of authority of a Producer to solicit applications, Producer will immediately ensure that any such sub-Producer ceases all such activities.
- vi. Producer and its sub-Producers, if any, shall assist Policy owners in obtaining prompt service from the Company with respect to the administration of Policies and in maintaining their coverage.

III. Limitations of Producer's Authority

Producer's authority is limited to what is authorized in Section II. This Section is intended to provide examples, not an entire listing, of actions that are outside the authority granted in Section II. Producer agrees that its authority is limited to the solicitation and marketing of the Policies and Services in accordance with this Agreement. Producer represents and agrees on behalf of itself and all of its sub-Producers that none of them will act in a manner not authorized by this Agreement and that any such unauthorized actions, including but not limited to, the following actions, would be considered a breach of this Agreement. The Producer is not authorized to:

- a. Make, alter, modify, or discharge any Policy or other form; waive any provision or condition of a Policy; bind the Company or the Insurers which issue the Policies; extend the time of paying any premium; accept or receive promissory notes for payment of premium.
- b. Adjust or settle any claim, or commit the Company with respect to any claim, incur any expense or liability on account of the Company except as specifically directed or authorized in writing by the Company.
- c. Expend, nor contract for the expenditure of the funds of Company, nor incur any liability on behalf of Company, without specific written authority to do so from the Company.
- d. Make representations as an agent of the Company in any manner or for any purpose except as specifically authorized by this Agreement.
- e. Provide or offer to provide any inducement not authorized by the Company or any rebate, either directly, to any person or entity, as an inducement to purchase any Policy or Services.
- f. Obtain signed forms from applications of Policy owners unless the forms are completed for submission to the Company. Producer may not request that an applicant or Policy owner pre-sign any Policy form for use at a later date nor may the Producer pre-sign any form for use at a later date.
- g. Deliver or allow the delivery of a Policy unless the eligibility of the proposed insured(s) is in accordance with the Company's requirements, if any, and, where required, the first premium is paid in full.
- h. Make any misrepresentation or incomplete comparison for the purpose of inducing a potential or actual Policy owner to purchase, convert, lapse, surrender all or any portion of, forfeit, or replace any Policy;
- i. Induce or attempt to induce any Policy owner to replace or relinquish a Policy when doing so would be in violation of the Company's replacement policy or any state or federal law or regulation or not in the best interest of the customer.
- j. Accept any payments for Policies or Services, unless the funds are made payable to the Company as provided in Section VII.
- k. Engage in any insurance transaction that requires compensation disclosure, as determined by the by the applicable law, without making such required compensation disclosure.

1. Demand or accept any remuneration other than what is provided by the Company for rendering any service specifically related to the normal maintenance and care of the Company's business. This provision does not prohibit the Producer from accepting fees for any services provided by Producer other than those authorized by this Agreement.

IV. Producer Representations and Covenants

Producer represents and agrees on behalf of itself and all of its sub-Producers:

- a. That solicitation and all activities by Producer shall be undertaken only in accordance with applicable laws and regulations. Neither Producer nor any of its sub-Producers shall solicit applications for Policies until the Producer and its sub-Producer(s), if any, are duly licensed and appointed by Company in accordance with applicable laws and regulations and in accordance with the Company's licensing, appointment, and registration policy, in the appropriate states or other jurisdictions.
- b. That neither Producer nor its sub-Producers, if any, are authorized by Company to give any information or make any representation in connection with this Agreement or the offering of the Policies or Services other than those contained in marketing material authorized in writing by Company.
- c. That, except as disclosed to the Company on Producer's or its sub-Producers', if any, application for appointment or otherwise in writing, neither Producer's insurance license nor the insurance license of any of its sub-Producers, if any, has ever been revoked, suspended, or rescinded in any state or jurisdiction; neither Producer nor any of its sub-Producers, if any, has or have ever been fined by any insurance regulator in an amount of \$5,000 or more; and neither Producer nor any of its sub-Producers, if any, are currently the subject of any disciplinary proceeding or investigation in any state or jurisdiction by any Department of Insurance, Attorney General's office or other government authority.
- d. That, except as disclosed to the Company on Producer's or sub-Producers', if any, applications for appointment or otherwise in writing; that neither Producer nor any of its sub-Producers have ever been convicted of any criminal felony involving dishonesty or breach of trust or of any other offense set forth in the Crime Bill; that Producer performs the due diligence required by law to ensure that Producer, its sub-Producer's employees or other representatives, including but not limited to any of its sub-Producers, engaging in the business of insurance, are, and for the term of this Agreement shall continue to be, in compliance with the requirements of the Crime Bill.
- e. That Producer, upon request of Company, shall within thirty (30) days of receipt, return to Company a questionnaire or certification regarding any regulatory, civil and/or criminal proceedings, including arbitration, against the Producer or its sub-Producers commenced or concluded by any state insurance or securities department, or other self-regulatory organization and/or in any court of competent jurisdiction. Producer shall provide Company with a full explanation regarding matters disclosed in the questionnaire or certification. Additionally, Producer shall notify Company of any regulatory investigation, fine or sanction concerning an individual or firm who is authorized to represent Company under this Agreement.

- f. That neither Producer nor any of its sub-Producers will solicit applications for Policies in any state, jurisdiction or commonwealth unless the Policy and to the extent required, the Services have been approved for sale by the appropriate regulatory authority in that state, jurisdiction or commonwealth,
- g. That Producer shall furnish the Company with proof of proper insurance licensing for itself and its sub-Producers. Producer will also notify the Company in writing immediately of the termination of the employment or affiliation of a sub-Producer who is appointed to represent the Company pursuant to this Agreement.
- h. That producer agrees that all terms and conditions of this Agreement apply to Producer and any sub-Producer, and any employee of Producer or other representative, including but not limited to all of its sub-Producers, employees or other representatives, who performs any other function on behalf of Producer; Producer further agrees to ensure that such sub-Producers, employees or other representatives comply with all terms and conditions of this Agreement. Furthermore, Producer agrees to notify Company immediately if Producer or any of its sub-Producers, employees or other representatives breach any terms and conditions of this Agreement.
- i. That submission of an application for a Policy is proof that the Producer has approved the transaction.
- j. That Producer shall pay all expenses incurred by it in the performance of this Agreement unless specifically provided for in this Agreement or in writing signed by the Company and Producer.

V. Independent Contractor

Producer is an independent contractor under this Agreement. Nothing herein contained shall make Producer, or any of its sub-Producers, employees or other representatives, an employee of Company. Neither Producer nor any of its sub-Producers, employees or other representatives, shall hold themselves out to be employees of Company in any dealings with the public. Producer and any of its sub-Producers are free to exercise independent judgment as to the time, place and means of performing the authority granted, subject to

the terms and conditions of this Agreement. Producer's business and any services provided by Producer and any of its sub-Producers, other than those authorized by this Agreement, are not and will not be represented to be the business of the Company.

VI. Advertisements and Marketing Materials

The Producer agrees that any material it develops, approves or uses for sales purposes that mentions by name the Policies, the Insurers or Company (or any affiliate of the Company or any logos of any of them) will not be used without prior written consent of the Company. Producer will not use in any manner

whatsoever any advertisements or marketing materials describing or referring to the Company, the Policies or any product of the Company unless such advertisements or marketing materials have been approved in writing in advance by the Company.

VII. Payments

- a. Neither Producer nor any of its sub-Producers can accept cash or any other form of payment made payable to the Producer or to a sub-Producer.
- b. Producer and its sub-Producers may accept a check or money order made payable to the Company, but only if allowed within the guidelines issues by the Company from time to time, and when the application and the check are submitted simultaneously and the Company's standards for prepaid applications have been met.
- c. All payments must be forwarded to the Company within one business day of receipt by the Producer or its sub-Producer(s).

VIII. Compensation

- a. Company shall arrange, on behalf of the Insurers, for the payment of compensation to Producer as compensation for the sale of Policies and Services by a sub-Producer of Producer. The amount of compensation payable under this section (hereinafter "Compensation") shall be in accordance with the Company's Commission Schedule in effect as of the date of Policy issue, as determined by the Company, for each Policy and the Services related thereto. If the Company determines the Producer is eligible for any expense allowances or a Compensation arrangement that differs from the Commission Schedules, such Compensation will be communicated to the Producer in writing in a separate Schedule. No Compensation is payable unless the Producer and its sub-Producers have first complied with all applicable insurance laws, rules and regulations and if requested by the Company, has provided evidence of such compliance, and such payments would not constitute a violation of such insurance laws, rules and regulations, anything in this

Agreement to the contrary notwithstanding. The Producer will only be entitled to compensation for Policies and Services that have been submitted by the Producer, accepted by the Company, accepted by the Insurer, the Policy has been delivered to the Policy owner and where all the requirements of the Company's licensing, appointment and registration policy have been satisfied (hereinafter "Policies Placed by Producer"). Compensation will be paid on a monthly basis with details provided as part of a Commission Statement prepared by the Company that will be provided to the Producer. There will be a 180-day time limit from the date a Commission statement is sent by the Company for the Producer or Company to object to the Commission Statements prepared by the Company after which 180 day period the Commission statement shall be deemed accepted by both parties.

- b. If the Company returns to the Insurer, for any reason, any premiums or purchase payments on any Policy, the Producer will have an immediate obligation to, and will upon demand, repay the Company all the Compensation previously paid to the Producer as a result of those premiums or purchase payments.
- c. The Company shall have and be entitled to exercise a right of offset for any amounts due the Company from Producer against any and all Compensation otherwise payable to Producer under this Agreement.
- d. When the Producer is involved in a sale with any other insurance producer appointed with the Company, Compensation will be payable by Company in proportion as directed on the application or in a writing acceptable to the Company.
- e. No compensation will be paid by the Company to the Producer:
 - i. On any premium that is waived,
 - ii. For any calendar month where the total commission payable to the Producer and its sub-Producers, if any, is less than \$25. Notwithstanding the foregoing, once the cumulative commission payable exceeds \$25, the Company shall pay the commission to the Producer. The Company shall be entitled to amend this provision upon 90 days' notice to Producer.
- f. Compensation set forth in Schedule A of this Agreement is subject to change by Company at any time in its sole discretion by posting of a new or amended compensation schedule on the Company's website or Notice to Producer.
- g. No assignment of Compensation is valid against the Company unless directed by Producer and agreed upon by Company and unless allowable under all applicable laws.
- h. If a Policy or Services are changed to a different kind or amount, or if the date is changed, the Company will recalculate Compensation as of the date of the change. Additional Compensation will be paid or recaptured as a result of this calculation.
- i. No compensation shall be paid, and any compensation previously paid shall be returned to the Company on request, if the Insurer in its sole discretion, determines not to issue the Policy(s) applied for, refunds the premium paid pursuant to any request by the Policy owner, refunds any premium paid as the result of a complaint by the Policy owner, remits paid premiums to a federal or state court if the Company or the Insurer elects to do so with regard to litigation involving the Policy or determines that any person or entity required to be licensed for the solicitation of Policies is not duly licensed to sell such Policies in the appropriate jurisdictions.

IX. Books and Records

Producer shall have the responsibility for maintaining its records and the records of all of its sub-Producers. Producer shall maintain such other records as are required of it by applicable federal and state laws and regulations. These records will be made available to the Company for inspection upon request, including after termination of this Agreement. The books and records maintained by Producer under the terms of this Agreement that relate to the sale of the Policies of Services, shall be maintained so as to clearly and accurately disclose the nature and details of the transactions as required by appropriate laws, rules and regulations and for the period required by law. Producer and all of its sub-Producers shall also comply with any record hold order issued by the Company.

X. Complaints and Investigations

- a. Producer shall promptly provide Notice to Company of any written complaint or inquiry or notice of any investigation or proceeding (customer, regulatory, judicial or otherwise) received by Producer (or any sub-Producer) that relates to any Policy or Services or any activities undertaken in connection with this Agreement.
- b. The parties jointly agree to cooperate fully with respect to any complaint, inquiry, investigation or proceeding (customer, regulatory, judicial or otherwise) arising in connection with this Agreement, including, but not limited to, any related customer complaint, securities or insurance regulatory investigation or proceeding or judicial proceeding.
- c. Producer shall promptly provide Notice to Company describing the handling or determination in connection with any written complaint, inquiry or investigation proceeding described in paragraph A of this section.

XI. Term of Agreement; Suspension; Termination; Survival

This Agreement shall be in force from its Effective Date and thereafter shall remain in force, except that either party may unilaterally terminate this Agreement for any reason or no reason immediately upon Notice to the other party of its intention to do so.

- a. Company or Insurer shall have the right to suspend Producer's right to solicit and sell Policies and Services to potential Policy owners, by giving the other Notice of the suspension to Producer.
- b. Upon termination of this Agreement, all authorizations, rights and obligations shall cease except those contained in sections VIII (Compensation), IX (Books and Records), X (Complaints and Investigations), XII (Indemnity), XIII (Errors and Omissions), XIV (Privacy) and XV (Anti-Money Laundering).

XII. Indemnity

- a. Indemnification by Company – Company agrees to indemnify and hold harmless Producer, its directors, trustees, and officers, (collectively, the “Indemnified Parties” for the purposes of this Section) against any and all losses, claims, damages, liabilities (including amounts paid in settlement) or litigation expenses (including legal and other expenses), to which the Indemnified Parties may become subject as a result of any untrue statement of any material fact contained in any sales materials furnished by the Company or approved in writing by the Company relating to the Policies, or as a result of the omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading.
- b. Indemnification by the Producer - Producer agrees to indemnify and hold harmless the Company, its owners, officers, directors, employees, agents, advisors, affiliates, attorneys, accountants, consultants, and other representatives (collectively, the “Company Indemnitees”) from and against, and pay to or reimburse the Company Indemnitees for, any and all damage, loss, liability and expense (including, but not limited to, judgments, fines, penalties, amounts paid in settlement, and reasonable expenses of investigation, enforcement and collection and reasonable attorneys’, accountants’ and other professionals’ fees and expenses in connection with any litigation), whether or not involving a claim asserted by a third party (collectively, “Losses”), resulting from or arising out of:
 - i. Any breach of Producer, its sub-Producers, employees or other representatives of any provision or term or condition of this Agreement;
 - ii. Any violation by Producer or any of its sub-Producers, employees or other representatives of any federal, state, local or foreign law or regulation;
 - iii. Any claim by a sub-Producer against the Company for any reason, including for Compensation; or Bad faith, negligence, misconduct, willful malfeasance or omissions of the Producer or any of its sub-Producers, employees or other representatives in the solicitation of applications for, or sales of, Policies or Services or any other unlawful sales practices or conduct.
 - iv. Any breach by Producer of its duties and obligations as set forth in Article XIV hereof.

The relationship Producer or its sub-Producers have with the Company and the services performed pursuant of this Agreement, or by reason of anything done or not done by Producer or its sub-Producers in any related capacity;
 - v. Any failure of Producer or its sub-Producers to perform any covenant or agreement under this Agreement;
 - vi. The classification or misclassification of Company as a “broker of record” in connection with this Agreement, and any relationship related thereto, or by reason of anything done or not done by Company in any related capacity; or

- vii. Any untrue statement of any material fact contained in any sales materials furnished by the Producer or its sub-Producers or approved in writing by the Producer relating to the Policies or Services, or as a result of the omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading.

- b. Mitigation and Double Recovery. The Company Indemnitees shall use commercially reasonable efforts (but without any obligation to incur any material cost or expense) to mitigate Losses for which indemnification is sought under this Section. The Company Indemnitees shall be entitled to indemnification under any provision of this Agreement for any amount to the extent such Company Indemnitee has been indemnified or otherwise compensated for such amount (including by receipt of any insurance proceeds) pursuant to this Agreement or any other agreement, contract or instrument executed in connection herewith or otherwise.

- c. Taxes. Any payments made by Producer to a Company Indemnitee pursuant to this Section shall be made on an After-Tax Basis (as hereafter defined in this paragraph). “After-Tax Basis” means, in respect of any amount required to be indemnified against, that such amount shall be increased to equal an amount which after deduction of all taxes imposed by any and all jurisdictions that are required to be paid by the recipient in respect of the receipt or accrual of such amount for the year in which the indemnity payment is taxable, is equal to the amount required to be indemnified against.

- d. If a part is named in any lawsuit or other proceeding for which such party believes it may be entitled to indemnification hereunder, such party will:
 - i. Promptly notify the indemnifying party of any such proceeding, investigation, or litigation and furnish the indemnifying party with a copy of any notices, pleadings and other correspondence;

 - ii. Provide the indemnifying party reasonable opportunity to consult with the indemnified party in the development of strategy and the substantive position to be taken, and the determination of the course of action to be taken; and Consider in good faith any suggestion made by the indemnifying party and follow the recommendations of the indemnifying party, including its recommendations as to settlement, compromise or other agreed upon resolution of the proceeding, provided there is a reasonable basis for such recommendations and there is no material adverse effect on the indemnified party.

- e. The Indemnifying Party, upon the request of the indemnified party, shall retain counsel reasonably satisfactory to the indemnified party to represent the indemnified party and any others the indemnifying party may designate in such proceeding and shall pay the fees and disbursements of such counsel related to such proceeding.

XIII. Errors and Omissions

The Producer agrees to maintain errors and omissions coverage in an amount which is satisfactory to the Company and to provide evidence of such coverage satisfactory to the Company upon request by the Company. The Producer will notify Company in writing immediately if the coverage is terminated or suspended.

The Company agrees to maintain errors and omissions coverage in an amount which is satisfactory to the Producer and to provide evidence of such coverage satisfactory to the Producer upon request by the Producer. The Company will notify Producer in writing immediately if the coverage is terminated or suspended.

XIV. Privacy

Company, acts as a third party administrator on behalf of health care service plans and health plans that are covered entities as defined in Public Law 104-196, (Health Insurance Portability and Accountability Act of 1996) (herein “HIPAA”) and Federal Privacy Regulations 45 CFR 160 et seq. and 164 et seq. (CO) (“Covered Entity” or “Covered Entities”).

Company, when acting in its role, as a third-party administrator on behalf of its contracted health plans and health care service plans that provide health care to the employees of member employer is a business associate of Covered Entities. Producer and its sub-Producers when acting as an agent of Company are business associates of Company and for purposes of this Article XIV, Producer and its sub-Producers shall be referred to as “Business Associates”.

In the course of assisting Company in the marketing of insurance products and services offered by Company, Business Associate may perform functions or activities involving the use or disclosure of protected health information pertaining to participants and beneficiaries of Covered Entities which contract with Company to perform certain administrative functions;

The Secretary of Health and Human Services has issued regulations requiring a contract between Company and Business Associate in order to protect against the unauthorized use and disclosure of protected health information by Business Associate;

The American Recovery and Reinvestment Act of 2009 (“ARRA”) was enacted on February 17, 2009; furthermore, through ARRA, as well as through guidance and a series of regulations which shall be issued following the date of enactment of ARRA to implement ARRA, the Security Standards for the Protection of Electronic Protected Health Information (the “HIPAA Security Standards”) and the Standards for Privacy of Individually Identifiable Health Information (the “Privacy Rule”) have or will be amended;

As of the applicable effective dates in ARRA, the HIPAA Security Standards and the Privacy Rule shall apply to Business Associate in the same manner that they apply to Company, which is a Business Associate of Covered Entities.

A. Definitions

1. *Covered Entities.* “Covered Entities” shall mean health plans and health care service plans which have contracted with Company.
2. *Business Associate.* “Business Associate” shall mean Producer and its sub-Producers.
3. *Individual.* “Individual” shall have the same meaning as the term “individual” in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
4. *Privacy Rule.* “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
5. *Protected Health Information or PHI.* “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 CFR § 164.501, limited to the information created or received by Business Associate from or on behalf of a Covered Entity.
6. *Regulatory References.* A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.
7. *Required By Law.* “Required By Law” shall have the same meaning as the term “required by law” in 45 CFR § 164.501.
8. *Secretary.* “Secretary” shall mean the Secretary of the Department of Health and Human Services or his designee.
9. *HIPAA Security Standards.* “HIPAA Security Standards” shall mean the Security Standards for the Protection of Electronic Protected Health Information in 45 CFR Parts 160, 162, and 164.
10. *Catch-all Definition.* All defined terms, as well as terms used but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule and the HIPAA Security Standards, and in any subsequent amendments to them by law, statute, regulation, or guidance (including the American Recovery and Reinvestment Act of 2009 (“ARRA”)).

B. Obligations and Activities of Business Associate

1. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.
2. Business Associate agrees to use appropriate administrative, technical, and physical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement. Business Associate agrees to reasonably safeguard Protected Health Information from any intentional or unintentional use or disclosure in violation of this Agreement and the Privacy Rule. Business Associate agrees to reasonably safeguard Protected Health Information to limit incidental uses or disclosures made pursuant to an otherwise permitted or required use or disclosure.
3. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
4. Business Associate agrees to report to Company any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware. The report shall be made within five business days from the date it becomes aware of such use or disclosure unless circumstances warrant expediency.
5. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of, Company agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
6. Business Associate agrees to provide access, at the request of the Company, and in the time and manner, not to exceed 30 days, Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR § 164.524.
7. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity or an Individual, and in the time and manner within 30 days that is not prohibited by the law or this Agreement.
8. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Company available to Company, or to the Secretary, in a time and manner, not to exceed 30 days, or as designated by the Secretary, for purposes of the Secretary determining Company's compliance with the Privacy Rule.

9. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Company to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.
10. Business Associate agrees to provide to Company or an Individual, in time and manner within 30 days, information collected in accordance with Section (i) of this Agreement, to permit Company to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.
11. Business Associate agrees to be familiar and comply with any applicable state privacy laws which are more stringent than the Privacy Rule, including but not limited to the Insurance Information and Privacy Protection Act, Cal Ins. Code §§ 791-791.27 and the accompanying regulations promulgated by the California Department of Insurance, Cal. Admin. Code, title 10, §§ 2698.1-2689.24, the Confidentiality of Medical Information Act, Cal. Civ. Code §§ 56-56.37.
12. Business Associate agrees to be familiar and comply with any record retention requirements applicable to either Business Associate or Company and contained in any federal or state law or regulation, including the Employee Retirement Income Security Act of 1974.
13. Business Associate agrees to provide Company, or its designated agent, during regular business hours, with access to the records of Business Associate for the purpose of conducting Privacy Rule compliance audits. For this purpose Business Associate will make available internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Company.
14. Business Associate agrees not to use protected health information for any independent purpose or any purpose not specifically authorized by the terms of this Agreement and the Privacy Rule.
15. Business Associate is permitted to created, receive, maintain, or transmit electronic Protected Health Information (“EDI”) on Company’s behalf, but agrees to appropriately safeguard the EDI as required by 45 CFR §§ 164.306, 164.308(b), & 164.314(a). Business Associate shall (i) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the EDI that it creates, receives, maintains, or transmits on behalf of Company, ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it; and (iii) report to Company any security incident of which it becomes aware.
16. Business Associate agrees to report disclosure and security incidents within 5 days, any use or disclosure of PHI not provided for by this Business Associate Agreement, or any Security incident, as defined in 45 CFR section 164.304, or which it becomes aware.

C. Obligations and Activities of Business Associate Under the HIPAA Security Standards

1. Definitions

- (a) *Electronic Protected Health Information*- The term “Electronic Protected Health Information” has the meaning set forth in 45 CFR § 160.103, as amended from time to time, and generally means Protected Health Information or PHI that is transmitted or maintained in any Electronic media.
- (b) *Security Incidents*- The term “Security Incidents” has the meaning set for in 45 CFR § 164.304, as amended from time to time, and generally means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system.

2. Business Associate Obligations

- (a) Business Associate shall develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards (“Safeguards”), that reasonably and appropriately protect the integrity, confidentiality, and availability of, and to prevent non-permitted or violating use or disclosure of, Electronic Protected Health Information created, transmitted, maintained, or received in connection with the services functions, and/or transactions to be provided under the Agreement which this Addendum amends.
- (b) Business Associate shall document and keep these Safeguards current. These Safeguards shall extend to transmission, processing, and storage of Electronic Protected Health Information. Transmission of Electronic Protected Health Information shall include transportation of storage media, such as magnetic tape, disks or compact disk media, from one location to another. Upon Company’s request, Business Associate shall provide Company access to, and copies of, documentation regarding such Safeguards.
- (c) Business Associate agrees that it shall fully implement therequirements of the HIPAA Security Standards (45 CFR Parts 160, 162, and 164, issued on February 20, 2003) which shall include:
 - i Implementing administrative, physical, and technical safeguards consistent with (and as required by) the HIPAA Security Standards that reasonably protect the confidentiality, integrity, and availability of Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of a health plan or Covered Entity;

- ii. Ensuring that any agent, including a subcontractor, to whom Business Associate provides such information agrees to implement reasonable and appropriate safeguards to protect such information;
- iii. Reporting and tracking all Security Incidents as described below:
 - (A) Business Associate shall report to Company any Security Incident that results in (i) unauthorized access, use, disclosure, modification, or destruction of Electronic Protected Health Information, or (ii) interference with Business Associate's system operations in Business Associate's information systems, of which Business Associate becomes aware;
 - (B) Business Associate shall report to Company within a reasonable time after Business Associate learns of such non-permitted or violating use or disclosure, and the report must meet the format and content requirements imposed by Company. For any other Security Incident, Business Associate shall aggregate the data and provide such reports on a quarterly basis, or more frequently upon Company's request.
 - (C) Making Business Associate's policies and procedures and documentation required by the HIPAA Security Standards related to these Safeguards available to the Secretary of U.S. Department of Health and Human Services for purposes of determining Covered Entity's compliance with the HIPAA Security Standards.
 - (D) Business Associate agrees to take all reasonable steps to the extent practicable to mitigate, any harmful effect that is known to Business Associate resulting from a Security Incident, including any reasonable steps recommended by Company. Business Associate agrees to provide to Company all information concerning such disclosure or breach as may be reasonably requested by Company.

3. *Access to CoPower Information Systems*

If Business Associate is provided access to any Company information system or network containing any Electronic PHI, Business Associate agrees to comply with all Company policies for access to and use of information from the information systems or network.

D. The American Recovery and Reinvestment Act of 2009

1. As of the relevant effective dates set forth in ARRA, Business Associate is obligated to and does hereby agree to full comply with and implement subtitle D of Title XIII of ARRA, which shall include, but not be limited to, the following:

- (a) Business Associate agrees to use appropriate administrative, technical and physical safeguards to prevent use or disclosure of Protected Health Information other than as provided for by the Agreement. Business Associate agrees to reasonably safeguard Protected Health Information from any intentional or unintentional use or disclosure in violation of the Agreement, the Privacy Rule, and the HIPAA Security Standards, including as they may be amended by ARRA. Business Associate agrees to reasonably safeguard Protected Health Information to limit incidental uses or disclosures made pursuant to an otherwise permitted or required use or disclosure.
 - (b) Business Associate agrees to create, amend, and update as necessary, any and all policies, procedures, manuals, forms, systems, and operations in order to comply with any and all amendments to the HIPAA Security Standards and the Privacy Rule enacted by ARRA, as of the effective dates set forth in ARRA.
 - (c) Business Associate agrees to secure Protected Health Information as provided for and on the terms and conditions set forth in the data breach notification provisions in section 13402 of ARRA (and any guidance or regulations issued subsequent to the enactment of ARRA).
 - (d) Business Associate agrees to fully comply with and implement the data breach notifications provisions in section 13402 of ARRA (and any guidance or regulations issued subsequent to the enactment of ARRA). Business Associate shall immediately notify Company upon the discovery of a breach of unsecured Protected Health Information, as defined in ARRA; written notification to Company must be received no less than (10) business days after discovery. Business Associate shall fully cooperate with Company so that the parties can meet any obligations they may have under these provisions of ARRA.
 - (e) Business Associate agrees to timely comply with the provisions in ARRA relating to requested restrictions on certain disclosures of health information, disclosures required to be limited to the limited data set or the minimum necessary, accounting of certain protected health information disclosures required if covered entity uses information, access to certain information in electronic format, and limitations on marketing and fundraising.
2. All defined terms contained or referenced in this Agreement are deemed amended, as of the relevant effective dates in ARRA, to comply with ARRA.
 3. All other terms, conditions, obligations, and requirements of this Agreement shall be deemed by the parties to be amended and incorporated in full, as of the relevant effective dates in ARRA, all terms and conditions of ARRA. Business Associate acknowledges and agrees that, as of the applicable effective dates in ARRA, the HIPAA Security Standards and the Privacy Rule shall apply to Business Associate in the same manner that they apply to Covered Entity, and that Business Associate shall fully comply with the Privacy Rule and HIPAA Security Standards as of the applicable effective dates.

4. Whenever the term “ARRA” is used in this Agreement, it shall be deemed, as of their effective date, to include any and all guidance or regulations issued pursuant to ARRA (and subsequent to the enactment of ARRA) and which are intended to implement specific and applicable sections of ARRA.
5. Business Associate is obligated to stay informed of any and all new guidance or regulations issued pursuant to ARRA in order to implement specific and applicable sections of ARRA, and Business Associate is further obligated to comply with and implement any and all terms, conditions, and requirements set forth in such guidance and regulations as of their effective date. As necessary, policies, procedures, manuals, forms, systems, and operations will be amended to implement the new guidance or regulations as of their effective dates.

E. Permitted uses and Disclosures by Business Associate

1. *General Use and Disclosure Provisions.* Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information on behalf of, or to provide services to, Company for the following purposes, if such use or disclosure of Protected Health Information would not violate the Privacy Rule if done by Company or the minimum necessary policies and procedures of Company:
 - Provides monthly billing statement
 - Makes adds/terms/changes to plans
 - Sends eligibility to designated carrier
 - Pays premiums to carrier
 - Provides assistance with escalated claims issues
 - Administrator for Cal COBRA services with general customer service questions
 - Provides employer group with contract

F. Obligations of Company

1. Company shall notify Business Associate within five business days of any limitation(s) in its notice of privacy practices of Company in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate’s use or disclosure of Protected Health Information.
2. Company shall notify Business Associate within five business days of any changes in, or revocation of, permission by an individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate’s use or disclosure of Protected Health Information.

3. Company shall notify Business Associate within five business days of any restriction to the use or disclosure of Protected Health Information that Company has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

G. Permissible Requests by CoPower

Company shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule, the law or this Agreement if done by Company.

H. Term

The provisions of this Article XIV shall be effective as of the execution of this Agreement by the parties hereto, and shall terminate when all of the Protected Health Information provided by Company to Business Associate, or created or received by Business Associate on behalf of Company, is destroyed or returned to Company, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

1. Effect of Termination.

- (a) Upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Company, or created or received by Business Associate on behalf of Company. This provision shall apply to Protected Health Information this is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information. Destruction is only permitted in the event it does not conflict with any record retention requirements contained in applicable federal or state law or regulation, including the Privacy Rule, the Security Rule, and the Employee Retirement Income Security Act of 1974 (ERISA); therefore, records will be maintained for no less than 6 years (as provided for in the Privacy Rule, Security Rule, and ERISA), or longer, to the extent a longer period is required by other applicable laws and regulations.
- (b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to CoPower notification of the conditions that make return or destruction infeasible. Upon written notice that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information. It will be deemed infeasible for

Business Associate to return or destroy PHI if it is necessary for Business Associate to maintain copies of PHI in order to meet its record keeping obligations under applicable federal and state licensing, certification, and other such laws and regulations.

XV. Anti-Money Laundering

- A. Producer represents and agrees that its sub-Producers, employees and representatives have reviewed and are familiar with (i) applicable laws, regulations, rules and guidance governing the detection, prevention and reporting of money laundering and terrorist financing activities, including, but not limited to: (1) provisions of the USA PATRIOT Act of 2001 and regulations thereunder; (2) provisions of the Bank Secrecy Act and regulations thereunder; (3) relevant rules and regulations promulgated by the Office of Foreign Assets Control; and (4) all record keeping, reporting and auditing requirements of these laws, regulations and rules; and (ii) Company's Anti-Money Laundering Program.
- B. Producer agrees that its sub-Producers, employees and representatives who are appointed with Company will complete required training as necessary, including **Anti-Money Laundering** training when and as required by Company. Producer agrees to provide Company with certification, upon request, that it has completed such training and detailing the subject matter and dates of such training and the persons trained.
- C. Producer agrees to report to Company any transaction, or pattern of transactions, that it knows, suspects, or has reason to suspect: (i) involves funds derived from illegal activity (including, without limitation, the ownership, nature, source, location, or control of such funds or assets) as part of a plan to violate or evade any federal law or regulation or to avoid any transaction reporting requirement under federal law or regulation or is intended or conducted to hide or disguise funds or assets derived from illegal activity; (ii) is designed, whether through structuring or other means, to evade the requirements of the Bank Secrecy Act or any regulations promulgated thereunder; (iii) has no business or apparent lawful purpose or is not the sort in which the particular customer would normally be expected to engage; or (iv) involves the use of Company to facilitate criminal activity. Producer Firm agrees to comply with any requests from Company for assistance in the detection or investigation of potential suspicious transactions in a timely manner. Producer agrees and acknowledges that notice to any individual of any investigation or reporting involving a suspicious transaction or activity is prohibited by federal law and agrees to ensure the confidentiality of any such investigation or reporting.
- D. Producer agrees to permit inspection relating to its compliance with the foregoing by any U.S. federal regulatory or law enforcement agency having jurisdiction and will make available to examiners from such agencies such records and information as they may request relating thereto.

- E. Company shall have the right, upon reasonable notice, to obtain and review documentation evidencing compliance with Company's Anti-Money Laundering Program and the foregoing laws, regulations and rules.

XVI. General Provisions

- A. Assignability – This Agreement shall not be assigned by either party without the prior written consent of the other.
- B. Non-Waiver – Any right(s) not enforced by the Company under this Agreement will not be construed as a waiver of any of the terms and conditions of this Agreement and the same will remain in full force and effect. A waiver of any provision in this Agreement will not be deemed to be a waiver of any other provision, whether or not similar, nor will any waiver of a provision in this Agreement be deemed to constitute a continuing waiver.
- C. Severability – Any term or provision of this Agreement which is invalid pursuant to the laws and regulations of that jurisdiction will as for that jurisdiction, be ineffective. Such term or provision will not render the remaining terms and provisions of this Agreement invalid. In addition, such term or provision will not affect the validity of any of the terms or provisions of this Agreement in any other jurisdiction.
- D. Captions – The captions or headings of this Agreement are for convenience and ease of reference only. They will have no effect on the meaning or interpretation of any provision of this Agreement.
- E. Amendment – The Company reserves the right to amend this Agreement at any time. Submission of an application for a Policy after Notice of such amendment will constitute agreement of the Producer to such amendment.
- F. Entire Agreement – This Agreement and its Schedules and Addendums constitute the entire agreement between the parties and supersedes all prior agreements and understandings, oral and written. All Schedules and Addendums attached hereto are incorporated herein by this reference.
- G. Attorney's Fees – In any litigation, arbitration or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contracts, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded reasonable attorney fees, together with any costs and expenses, to resolve the dispute and to enforce the final judgment.

XVII. Effective Date

This Agreement is effective once fully executed by both the Company and the Producer. The Effective Date shall be the date the Company executes the Agreement.

XVIII. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California (without regard to the conflicts of laws provisions) thereof and that in all cases where a party seeks relief in connection with this Agreement in a court of competent jurisdiction, the exclusive forum and venue shall be the state and federal courts having jurisdiction and venue in the State of California. Producer and its sub-Producers agree to submit to personal jurisdiction.

XIX. Notice

Notice to the Producer under this Agreement will be provided by the Company and will be deemed given as follows:

- A. When sent electronically by e-mail to the Producer's most recent e-mail address on file with the Company; or
- B. When provided in writing and sent by facsimile, prepaid overnight courier, or first-class mail to the Producer's most recent address on file with the Company.

All notices to the Company under this Agreement will be provided in writing by the Producer and sent by facsimile, prepaid overnight courier, or first-class mail to:

CoPower (Administrators), LLC
2677 N. Main Street~Suite 800
Santa Ana, CA 92705



An Amwins Company

| PRODUCER AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the dates set forth below.

By signature below, Producer agrees to be bound by this Agreement and all of its terms and provisions.

“Company”

CoPower (Administrators), LLC

Name: Pratibha Patel

Signature: *Pratibha*

Title: Vice President

Date: 12/19/2022

“Producer”

Name of Producer: _____

Principal: _____

Signature: _____

Tax ID #: _____

Date: _____

Producer’s e-mail address _____

SCHEDULE A – COMPENSATION (NY)	
Carrier / Product	Commission
CoPower ONE* (2-99 Lives)	10%

*Commission amounts based on monthly premium

By signing the filled-out form, you:

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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give 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.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 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, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% 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, payments made in settlement of payment card and third party network transactions, 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 instructions for Part II 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 *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

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

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. 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 line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. 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 line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 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 U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—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 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

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 reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

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.

If you are a single-member LLC that is disregarded as an entity separate from its owner, 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 *What Name and Number To Give the Requester*, later, 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 SSA 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. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and 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 U.S. 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, 4, or 5 below indicates 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 line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions.

You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, 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), ABLE accounts (under section 529A), 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) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. 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
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations 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*, earlier.

*Note: The 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, 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 Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic 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 (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft 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. commonwealths and 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.

Broker/Agency Direct Deposit Authorization Form

Use this form to enroll in direct deposit. Please complete the form and submit to CoPower via E-mail at copower.brokerchanges@amwins.com or via fax at **650.348.1149**

Broker/Agency Information

Broker/Agency Name: _____

Tax ID Number: _____

I authorize **CoPower** to initiate electronic credit entries each commission pay period and, if necessary, debit entries and adjustments for any credit entries in error to my account. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law. This authority will remain in effect until I have cancelled it in writing.

Broker/Agency Information

Accountholder's Name: _____

Financial Institution: _____

Routing/ABA Number: _____

Account Number: _____

Financial Institution City: _____

State: _____

Zip: _____

Signature

Signature: _____

Date: _____

/ /

Name: _____

Title: _____

Attach Voided Check