

Group Producer _____ Effective Date _____

This Group Producer Agreement ("Agreement") is between Union Security Insurance Company and the entities designated on the attached Group Producer Contract Application, (collectively the "Company") and the undersigned Group Producer and will be effective as of the Effective Date shown above.

1. DEFINITIONS

- A. **Group Contract**, for purposes of this Agreement, is any insurance coverage underwritten and/or policy issued by the Company, or any prepaid dental plan (group or individual) provided by the Company.
- B. **Premium or Premiums** are all payments made to the Company under a Group Contract, less the amount of any refunds of such payments.
- C. **Policyholder** is the entity to which the Group Contract is issued.
- D. **Participant** is an employer unit insured under a multiple employer group insurance trust or an association of individuals or an individual insured under a group insurance trust.
- E. **Compensation** for purposes of this Agreement, shall be broadly construed to include, without limitation, all commissions, incentive compensation, fees, awards, bonuses, gifts, prizes, or any other forms of monetary and nonmonetary compensation, directly or indirectly related to the solicitation, sales and servicing of Group Contracts.

2. APPOINTMENT AND AUTHORITY The Company appoints the Group Producer to solicit and forward to the Company applications for Group Contracts, deliver contracts issued on such applications, collect and send to the Company any deposit Premium for Group Contracts, service the Group Contracts and perform all other duties, terms and conditions as set forth in this Agreement. The terms, conditions, obligations and duties in this Agreement shall be performed only in the states in which the Group Producer is properly licensed and the Company is qualified to do business.

The Group Producer shall not accept risks, make, alter, discharge or reinstate any Group Contract, waive any terms or provisions of any such contract, incur any debt or liability against the Company, bring any legal proceeding in the name of the Company, cash or endorse checks payable to the Company or bind or commit the Company except as stated in this Agreement or otherwise expressly agreed to in writing by the parties, and no such authority shall be implied.

3. DUTIES The Group Producer agrees to 1) obtain and maintain the proper licenses, bonds, or insurance under applicable state laws and regulations; 2) conform to all current and future rules, practices, and procedures of the Company regarding the conduct of its business; 3) hold in trust, account for and pay over to the Company daily any deposit Premiums received or collected on behalf of the Company; 4) fully comply at all times with all applicable federal and state laws, statutes, regulations, regulatory and judicial directives ("Applicable Law"); 5) cooperate with the Company in meeting any HIPAA and other privacy obligations; 6) not create, publish or use or cause to be created, published or used, in any medium, any advertising, promotional, solicitation, proposal or other materials that relate to the Group Contracts unless a copy of the proposed materials is approved by the Company prior to publication or use and 7) immediately notify the Company of any felony conviction, prior to, on or after the date the Group Producer Contract Application was made.

The Group Producer acknowledges that the Company relies upon its Group Producers for a careful and frank presentation of all the facts necessary for the proper underwriting, classification and acceptance of the requested coverages. In connection therewith, the Group Producer agrees to: 1) give complete and accurate answers in the application for coverage(s) and any associated forms; 2) promptly transmit to the Company any and all information that will enable the Company to determine if the Group Contract applied for should be issued by the Company and at what rate; 3) not deliver any policy or plan or other evidence of coverage or take any funds unless the applicant group is in existence and there has been no change in the health or insurable condition of any member as originally represented to the Company to the best of the Group Producer's knowledge and belief.

The Group Producer shall maintain accurate records of all business obtained and monies received on behalf of the Company. Such records shall be open, for audit and/or examination, with the right to make copies, by authorized

Products and services marketed by Assurant Employee Benefits are underwritten and/or provided by Union Security Insurance Company or an affiliated prepaid dental company.

representatives of the Company including, but not limited to, the Company's internal and external auditors, upon the Company's request and during normal business hours, including any time following termination of this Agreement.

If the Group Producer is a partnership, corporation, limited liability company or a sole proprietor with writing agents, all applications for Group Contracts shall only be solicited by individuals representing the Group Producer who are duly licensed under applicable insurance laws to secure such applications, who are appointed by the Company, and who indicate on each such application that it has been solicited on behalf of the Group Producer. The Group Producer shall immediately notify the Company if the Group Producer becomes aware that any individual representing the Group Producer has been convicted of a felony.

4. **ELECTRONIC SOLICITATION** The Group Producer agrees to obtain the written approval of Company prior to engaging in, or subcontracting, any solicitation, enrollment, sale or marketing activities utilizing an electronic medium, including but not limited to, voice, laptop and internet ("Electronic Marketing"). Group Producer shall ensure that all such Electronic Marketing is conducted in compliance with Company guidelines and requirements.
5. **COMMISSIONS** Except as otherwise provided, the Company will pay to the Group Producer commissions on Premiums received by the Company under each Group Contract issued under this Agreement. The commissions will be paid at the rates set forth in the Company's standard group commission schedules and any amendments and supplements thereto (hereinafter called the Schedule) in effect on the effective date of the Group Contract. The Company may change, amend and/or supplement the Schedule at any time without prior notice. No commissions will be payable on any Premium waived by the Company under the provisions of any of its Group Contracts except as the Company may determine.

The following provisions will also apply: 1) the Company may pay commissions on an estimated basis subject to periodic adjustment and, in the event of an adjustment of the Premium, the Company shall have the right to adjust the commission accordingly; 2) commissions will be paid by the Company at such times and according to such rules and practices as it may establish from time to time; 3) commissions on Premiums received shall be paid to the Group Producer only if, at the time the commissions become payable, the Group Contract is being serviced to the satisfaction of the Company and/or the Policyholder/Participant as determined by the Company; 4) commissions will be paid to any successor Group Producer of record on a Group Contract on the same basis as they would have been paid to the original Group Producer of record; 5) in the event of an error in commission payments, the Group Producer must notify the Company immediately and any adjustment, if necessary, will be made by Company in accordance with Company rules, practices and procedures.

Commissions shall be payable to the Group Producer that secured the application and who has performed such other duties as may be necessary to place the Group Contract in force and service the Group Contract, provided, such Group Producer is recognized by the Policyholder at the time the required activities take place.

Commissions, if any, on group policy conversions, plan changes, reinstatements, and Premium adjustments will be paid in accordance with Company rules and practices in effect at the time of the occurrence of any such event.

Compensation paid in error or paid on monies refunded by the Company for any reason shall be repaid by the Group Producer to the Company on demand by Company, whether or not this Agreement has terminated. The Group Producer agrees to accept the decision of the Company in all such cases as binding and conclusive.

No Compensation under this Agreement is considered vested.

6. **INDEBTEDNESS** Compensation payable under this Agreement or any other agreements with the Company shall be subject to offsets to repay any indebtedness or claims due, or which may become due at any time from the Group Producer to the Company. The Company will have a first lien on all such compensation or claims as security for the payment of any and all debts or claims, and the Company will have the right, without any requirement that it first obtain the Group Producer's consent or give the Group Producer notice, to deduct any monies so due from such compensation.

This lien and assignment will not be extinguished by the termination of this Agreement and will be binding on the executors, successors, administrators or assigns of the Group Producer. Upon termination of this Agreement, all monies and indebtedness due the Company will be payable immediately upon demand. Section 6 shall survive the termination of this Agreement.

7. **COMPANY PROPERTY** Policyholder records, premium records, all printed or electronic matter, or other materials prepared or furnished by the Company are the property of the Company ("Company Property") and the Group Producer shall be responsible for any misuse thereof. Company Property shall be returned to the Company upon Company's written request. In addition, upon termination of this Agreement, all Company Property shall be immediately returned to the Company.

8. **TERM AND TERMINATION** This Agreement shall be effective as of the Effective Date and shall continue until terminated in accordance with this Agreement. This Agreement shall terminate immediately without any other cause and without notice upon 1) the death of the Group Producer; 2) commission by the Group Producer of a criminal, fraudulent, or dishonest act; 3) failure of the Group Producer to obtain and maintain a license, bond, or insurance as required by law; 4) failure of the Group Producer to comply with this Agreement; or 5) if Group Producer is a partnership, corporation, limited liability company or sole proprietor, this Agreement shall terminate upon the sale, merger, dissolution, bankruptcy or other transfer of such partnership, corporation, limited liability company or sole proprietorship.

This Agreement may also be terminated by either the Group Producer or the Company with or without cause by giving written notice to the other in advance of the termination date.

No other commissions shall be paid to the Group Producer after the termination date except for the commissions earned by the Group Producer prior to such termination date, unless otherwise prohibited by Applicable Law.

Upon termination of this Agreement, Group Producer agrees not to resist or impede Company's access to its Policyholders/Participants. This obligation shall survive the termination of this Agreement.

9. **RELATIONSHIP** The Group Producer is an independent contractor and nothing in this Agreement shall be construed as establishing the relationship of employer and employee between the Company and the Group Producer or any other person employed by, representing or under the supervision of the Group Producer. The Group Producer assumes responsibility for all taxes and/or financial obligations of an independent contractor and will not in any claim against the Company or in the determination of eligibility for any benefits, assert the status of an employee of the Company.

The Group Producer acknowledges that the responsibility for paying any self-employment taxes is that of the Group Producer and that the Company does not treat the Group Producer as an employee for federal, state and local tax purposes. Section 9 shall survive the termination of this Agreement.

10. **ASSIGNMENT** No assignment of this Agreement or of any Compensation due the Group Producer will be valid unless authorized and approved in advance in writing by an officer of the Company. The Company does not assume responsibility for the validity or sufficiency of any approved assignment. Any such assignment will be subject to and subordinate to any and all indebtedness of the Group Producer to the Company. Section 10 shall survive the termination of this Agreement.
11. **AMENDMENT** No modification of this Agreement or the Schedule will bind the Company unless it is made in writing and executed by an officer of the Company.
12. **HOLD HARMLESS** The Group Producer agrees to indemnify and hold harmless the Company, its directors, officers, employees, agents, affiliates, successors, and assigns from and against all liability, losses, expenses, causes of action, claims, costs, fees (including but not limited to, attorneys' fees, and expert witness fees) and damages arising in connection with or arising out of any Group Contract, this Agreement or otherwise resulting from 1) the acts, omissions, or misconduct of the Group Producer, or its employees, representatives or agents; 2) a breach of this Agreement; 3) a breach of Applicable Law, and 4) claims or government investigations that the Group Producer, its employees, representatives or agents have violated Applicable Law. Section 12 shall survive the termination of this Agreement.
13. **PRIOR AGREEMENTS** This Agreement supersedes all prior agreements with the Company as to Group Contracts issued on applications solicited on and after this Agreement's Effective Date. All of the terms and conditions of any prior agreements with the Company shall continue to apply to all Group Contracts issued on applications solicited while those agreements were in effect, except that Section 15 shall apply to all Group Contracts without regard to when the applications for such Group Contracts were solicited.
14. **BENEFICIARIES** The Group Producer (if an individual) may designate and change beneficiaries to receive Compensation payable to the Group Producer that has not been paid at the time of the Group Producer's death; Any beneficiary designation shall be effective upon receipt of a form satisfactory to the Company. If no beneficiary designation is in effect at the death of a Group Producer, Compensation payable to the Group Producer that has not been paid at the time of the Group Producer's death shall be paid to the Group Producer's executors or administrators. The rights of any beneficiary shall be subject to the terms of this Agreement, any applicable prior agreement and the rights of any assignee under such agreements, and no such assignment shall require the consent of any beneficiary. No other Compensation shall be payable to the Group Producer or the Group Producer's designated beneficiary after the death of the Group Producer. Section 14 shall survive the termination of this Agreement.

15. **DISCLOSURE OF COMPENSATION** The Group Producer agrees to disclose as part of the solicitation or renewal of each potential and existing Policyholder, and whenever requested by a potential or existing Policyholder, the existence, amount, and components of any commissions, fees, or other Compensation the Group Producer is eligible to receive in connection with the solicitation, sale and servicing of the Company's Group Contracts.
16. **USE AND DISCLOSURE OF COMPANY INFORMATION** The Group Producer shall use and disclose the Company's confidential and proprietary information only for the purposes for which it was disclosed and shall not reuse or further disseminate or disclose such information without the prior written consent of the Company, or as otherwise required by Applicable Law. Section 16 shall survive the termination of this Agreement.
17. **PRIVACY** Company may, from time to time, disclose certain information that it considers confidential. This confidential information can include any customer or consumer personal or health information as may be defined by applicable privacy laws or regulations ("Confidential Information"). Group Producer agrees to use the Confidential Information only for the purposes for which it was disclosed and not to further disseminate or disclose this Confidential Information to other third parties, without written approval from Company or as otherwise required by law, unless such disclosure is necessary for Group Producer to meet its contractual obligations and that party is similarly bound by the same privacy standards in its handling of Confidential Information. Further, Group Producer agrees, where legally required, to comply with all applicable privacy laws, including, but not limited to, 1) the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Privacy and Security Rule"), 2) the Gramm-Leach-Bliley Act ("GLB"), 3) any and all applicable state privacy and security laws, and 4) any relevant regulations promulgated in conjunction with applicable privacy laws. Group Producer agrees to cooperate with Company to ensure its privacy and security compliance and to establish and maintain procedures reasonably designed to assure the security of all Confidential Information. Section 17 shall survive the termination of this Agreement.
18. **HIPAA BUSINESS ASSOCIATE LANGUAGE** In the event the Group Producer is considered a business associate with access to Protected Health Information ("PHI") (defined below) and/or Electronic Protected Health Information ("E-PHI") (defined below), pursuant to 45 CFR Part 160 and Part 164, the following shall apply:
- A. Group Producer shall not use or disclose PHI other than permitted by this Agreement or as otherwise allowed pursuant to the privacy provisions of the HIPAA Privacy Rule or other applicable rule or statute.
 - B. Group Producer shall provide Company, within five (5) days of Company's request, access to PHI in Group Producer's, or its agents or subcontractors, possession or control in order to meet the requirements of the HIPAA Privacy Rule.
 - C. Group Producer shall make available to Company for amendment, within five (5) days of Company's request, PHI maintained by Group Producer or its agents or subcontractors. Additionally, as directed by Company, Group Producer shall incorporate any amendment or related statement into the information held by Group Producer or its agents or subcontractors. Should any individual directly request that Group Producer or its agents or subcontractors amend PHI, Group Producer shall notify Company within five (5) days of such request.
 - D. Group Producer shall make internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Group Producer on behalf of Company, available to Company, or at the request of Company to the Secretary of the Department of Health and Human Services, for purposes of monitoring compliance with the HIPAA Privacy Rule.
 - E. Group Producer shall document and make available to Company, within five (5) days of Company's request, all information necessary for Company to respond to an individual's request for an accounting of the disclosures of his or her PHI as required under the HIPAA Privacy Rule. The necessary information should consist of, at a minimum, the following: 1) date of disclosure; 2) name and address of the entity or person in receipt of the PHI; 3) a brief description of the PHI; and 4) the brief description of the reason for the disclosure.
 - F. Group Producer shall use commercially reasonable and appropriate efforts to maintain the security of the PHI and to prevent unauthorized use and/or disclosure of the PHI. Administrator shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the E-PHI that it creates, receives, maintains or transmits on behalf of the Company.
 - G. Group Producer agrees to promptly report to Company any unauthorized use, disclosure, damage or destruction of PHI, or any other security incident of which it becomes aware, and to establish procedures for mitigating, to the greatest extent possible, any harmful effect that is created by any improper use, disclosure, damage, or destruction of PHI in violation of this Agreement. Group Producer also agrees to report to Company any security incident of which it becomes aware.

Fair Credit Reporting Act Consent Form

I understand that to process my application, Union Security Insurance Company, its related entities, agents, affiliates, and/or assigns ("USIC") may request a consumer report or investigative consumer report concerning my character, general reputation, personal characteristics, mode of living, credit worthiness, and criminal record, as well as regulatory inquiries, such as state insurance inquiries, and interviews with and inquiries to third parties.

I authorize USIC to conduct any or all of these inquiries. I authorize, without reservation, any party or agency having knowledge or information set forth above, to furnish the above-mentioned information. If appointed, this authorization shall remain on file and shall serve as ongoing authorization for USIC to procure consumer reports or investigative consumer reports at any time during my appointment period.

PRINT NAME

SIGNATURE

DATE

For Maine Applicants Only

Upon request, you will be informed whether or not an investigative consumer report was requested, and if such a report was requested, the name and address of the consumer reporting agency furnishing the report. You may request and receive from us, without 5 business days of our receipt of your request, the name, address and telephone number of the nearest unit designated to handle inquiries for the consumer reporting agency issuing an investigative consumer report concerning you. You also have the right, under Maine law, to request and promptly receive from all such agencies copies of any records.

For New York Applicants Only

You have the right, upon written request, to be informed of whether or not a consumer report was requested. If a consumer report is requested, you will be provided with the name and address of the consumer reporting agency furnishing the report.

For Washington Applicants Only

If we request an investigative consumer report, you have the right, upon written request made within a reasonable period of time, to receive from us a complete and accurate disclosure of the nature and scope of the investigation. You have the right to request from the consumer reporting agency a summary of your rights and remedies under state law.

For California, Minnesota, and Oklahoma Applicants Only

A consumer credit report will be obtained through:

If a **consumer credit report** is obtained, I understand that I am entitled to receive a copy. I have indicated below whether I would like a copy. Yes No

If an **investigative consumer report** and/or **consumer report** is processed, I understand that I am entitled to receive a copy. I have indicated below whether I would like a copy. Yes No

***California applicants:** If you chose to receive a copy of the consumer report, it will be sent within three (3) days of the employer receiving a copy of the consumer report and you will receive a copy of the investigative consumer report within seven (7) days of the employer's receipt of the report (unless you elected not to get a copy of the report).

16. A. Are you engaged in any business other than or in addition to selling insurance? Yes No
 If Yes, please explain. _____
- B. Has an insurance company ever cancelled or terminated a contract with you for reasons other than lack of production? Yes No
 If Yes, please explain. _____
- C. Have you ever had a complaint filed against you or been investigated by a state insurance department? Yes No
 If Yes, please explain. _____
- D. Have you ever had an insurance license denied, revoked, suspended or had any disciplinary action taken against you by a state insurance department? Yes No
 If Yes, please include attachments.
- E. Have you ever been refused a surety or fidelity bond? Yes No
 If Yes, please explain. _____

17. Appointment sought for one or more of the following entities:

- | | |
|---|--|
| Union Security Insurance Company | United Dental Care of Colorado, Inc. |
| DentiCare of Alabama, Inc. | United Dental Care of Michigan, Inc. |
| Union Security DentalCare of Georgia, Inc. | United Dental Care of Missouri, Inc. |
| UDC Ohio, Inc. | United Dental Care of New Mexico, Inc. |
| Union Security DentalCare of New Jersey, Inc. | United Dental Care of Texas, Inc. |
| United Dental Care of Arizona, Inc. | United Dental Care of Utah, Inc. |

I represent that the answers given in this application are true, correct and complete. I understand that any misrepresentations or misstatements may result in denial or revocation of appointment. I understand that the companies listed above may deny my request for appointment or rescind my appointment, in their sole discretion.

Applicant _____
 SIGNATURE TITLE DATE

15. Has the organization or any of the above individuals identified in items 10 & 11 ever been a defendant in any proceeding brought by a state or federal administrative agency? Yes No

A. If "Yes," state the name of such agencies and the date of any such proceedings.

B. Resolution of any such proceedings including any administrative sanctions imposed.

16. Has the organization or any of the above individuals identified in item 10 & 11 above ever:

A. Engaged in any business other than, or in addition to selling insurance? Yes No

If Yes, please explain. _____

B. Had an insurance company ever cancel or terminate a contract with you for reasons other than lack of production? Yes No

If Yes, please explain. _____

C. Had a complaint filed against you or been investigated by a state insurance department? Yes No

If Yes, please explain. _____

D. Had an insurance license denied, revoked, suspended or had any disciplinary action taken against you by a state insurance department? Yes No

If Yes, please include attachments.

E. Been refused a surety or fidelity bond? Yes No

If Yes, please explain. _____

17. Appointment sought for one or more of the following entities:

Union Security Insurance Company

United Dental Care of Colorado, Inc.

DentiCare of Alabama, Inc.

United Dental Care of Michigan, Inc.

Union Security DentalCare of Georgia, Inc.

United Dental Care of Missouri, Inc.

UDC Ohio, Inc.

United Dental Care of New Mexico, Inc.

Union Security DentalCare of New Jersey, Inc.

United Dental Care of Texas, Inc.

United Dental Care of Arizona, Inc.

United Dental Care of Utah, Inc.

I represent that the answers given in this application are true, correct and complete. I understand that any misrepresentations or misstatements may result in denial or revocation of appointment. I understand that the companies listed above may deny my request for appointment or rescind my appointment, in their sole discretion.

Applicant _____

SIGNATURE

TITLE

DATE