

GUARANTY

INCOME LIFE INSURANCE COMPANY

5801 SW 6th Ave., Mail Zone 8583, Topeka, KS 66636-1001 / P. O. Box 758583,
Topeka, KS 66675- 8583 Tel. #833.444.5426 / Fax # 785.228.4505

www.gilico.com

GILICO LOA Appointment Checklist

Items 1 – 7 Must Be Returned to GILICO

- ☐ 1. **Application for Appointment To Represent – Form GIA 136(Rev10/17)**
 - ✓ The Producer and the Marketing Organization must sign the application.
- ☐ 2. **Consumer Credit Reporting Disclosure – Form GCCR-D(9/19)**
- ☐ 3. **Consumer Credit Reporting Authorization – Form GCCR-A(9/19)**
- ☐ 4. **Commission assignment form replaces the standard commission addendum**
- ☐ 5. **Agent's Contract – GIA 129 (Rev 4/99) & GIA 129 (Addendum 12/15)**
- ☐ 6. **Copy of Producer License**
 - ✓ LTC License requirements – Life and Health or Disability; North Carolina also requires a Med/Supp License
- ☐ 7. **Copies of LTC and/or Annuity Suitability Education Certificates of Completion. (If applicable, original and most recent follow-up training certificates)**
 - ✓ Annuity Suitability – See the “State Annuity Suitability Training Requirement List” at <https://www.gilico.com/pre-sales-documents/?password=core19> for your state's training requirements. *Must be done prior to solicitation.*
 - ✓ LTC Continuing Education – See “State Long-Term Care Appointment Requirements” at <https://www.gilico.com/pre-sales-documents/?password=core19> for your state's license and training requirements. *You must have the correct license and training prior to solicitation.*
 - ✓ GILICO Product Education – States requiring annuity suitability training also require company specific product training prior to solicitation of an annuity. The product training presentations and quizzes can be found on RegEd. To access the RegEd link and product code, go to <https://www.gilico.com/pre-sales-documents/?password=core19>. GILICO tracks completion of this education so certificate copies need not be submitted.
- ☐ 8. **Producer Compliance Guide (4/2020), Anti-Money Laundering Producer Guide – (9/2019), Producers' Introduction to HIPAA(9/2019)**
 - ✓ **Do not return.** These documents should be kept by the producer.

Instructions

Please complete the hierarchy information for each Agent contracting with Guaranty Income Life Insurance Company (GILICO). This sheet must accompany all new contracting agreements. List all hierarchy levels including the agent/agency.

1. Marketing Organization Information

Name of Agent _____
(as it appears on license) ***First*** ***MI*** ***Last***

_____ New Agent- Individual _____ New Agent- Corporation

_____ Hierarchy Change. Please explain. _____

| Producer Name | SSN or Tax ID Number | GILICO Hierarchy Level |
|---|----------------------|------------------------|
| Distributor (IMO) (Required) | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| Licensed Only Agent (Commission paid to Agency) | | |

2. New Business Submitted

_____No _____Yes, Owner's Name _____
First *MI* *Last*

Date Submitted _____
Date (mm/dd/yyyy)

3. Signature and Acknowledgement

ACCEPTED AND AGREED TO:

X _____
Authorized Signature- Distributor (IMO) *Date (mm/dd/yyyy)*



APPLICATION FOR APPOINTMENT TO REPRESENT:



| | | | | |
|---|--|--|---|---|
| FULL NAME | LAST | FIRST | MIDDLE | <input type="checkbox"/> Male <input type="checkbox"/> Female |
| FIRM NAME (If Applicable) | | | | |
| HOME ADDRESS | CITY | STATE | ZIP | HOME PHONE () |
| BUSINESS ADDRESS | CITY | STATE | ZIP | |
| MAIL ADDRESS | CITY | STATE | ZIP | |
| BUSINESS PHONE () | FAX NO. () | | E-MAIL ADDRESS | |
| BIRTHDATE | SOCIAL SECURITY NUMBER | | FEDERAL I.D. NUMBER | |
| CURRENTLY LICENSED BY STATE(S) OF: | | | | |
| ARE YOU CURRENTLY LICENSED AS AN : <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION <input type="checkbox"/> PROPRIETORSHIP (Attach copy of current license) | | | | |
| GENERAL INFORMATION: (Explain "Yes" answers below or on an attached paper.) | | | | |
| 1. Have you ever had your insurance license refused, suspended or revoked, been placed on probation, reprimanded or fined by any state insurance department? If yes, please explain. <input type="checkbox"/> YES <input type="checkbox"/> No | | | | |
| 2. Have you ever had a complaint filed against you or ever been investigated by a state insurance department or securities agency? If yes, please explain. <input type="checkbox"/> YES <input type="checkbox"/> No | | | | |
| 3. Have you ever been convicted, pled guilty or no contest, or are you currently under investigation of a felony in any state? If yes, please explain and attach court records. <input type="checkbox"/> YES <input type="checkbox"/> No | | | | |
| 4. Do you currently have, or in the past five years had, any civil judgments, garnishments or tax liens filed against you? If yes, please explain. <input type="checkbox"/> YES <input type="checkbox"/> No | | | | |
| 5. Have you ever filed for or been declared bankrupt or insolvent, either personally or in business? If so, when? Please explain. <input type="checkbox"/> YES <input type="checkbox"/> No | | | | |
| 6. Errors & Omissions Insurance – List carrier's name, policy number, and amount. Attach proof of coverage. (May be required in some states.) <input type="checkbox"/> YES <input type="checkbox"/> No | | | | |
| STATEMENTS OF UNDERSTANDING : | | | | |
| <p>Until such time I am properly licensed, appointed or certified as required by the state insurance department, I will not (1) solicit applications for insurance for the Company in any state, or (2) represent myself as an affiliate of the Company in any way.</p> <p>Furthermore, I do understand that if I do solicit applications without an appointment, I may be in violation, not only of Company regulations, but insurance department regulations for which severe fines can be levied, and I will be held solely and singularly liable for any claim incurred (or any other liability which may arise) on any application which may have been written in violation of any state insurance department regulations or the rules of the Company, and I understand that the Company is bound to report all violations of state insurance department regulations as they occur. In addition, I understand until I am properly appointed, no supplies of any kind may be provided to me by the Company, other than supplies marked "Sample" or "Specimen." I also understand, if fines are levied against the Company for any of my acts, I will be liable for the fines levied. I understand any omission or misrepresentation of fact called for in this application is cause for immediate dismissal. I have read the "Producer's Guide to Anti-Money Laundering" and will promptly report suspicious activity as directed.</p> <p>I hereby authorize and request any present or former employer, school, police department, financial institution or other persons having personal knowledge about me, to furnish bearer with any and all information in their possession regarding me in connection with an application for appointment to represent Guaranty Income Life Insurance Company. I am willing that a photocopy of this authorization be accepted with the same authority as the original, and I specifically waive any written notice from any present or former employer who may provide information based upon this authorized request. I understand this authorization is to be part of the written application for appointment which I sign. I have been given a stand alone, consumer notification that a report will be requested and used for the purpose of evaluating me for appointment to represent Guaranty Income Life Insurance Company.</p> | | | | |
| PRINT APPLICANT'S NAME | | APPLICANT'S SIGNATURE | | DATE |
| FOR MARKETING ORGANIZATION USE ONLY | | | | |
| CHECKLIST: | <input type="checkbox"/> Completed Application For Appointment | <input type="checkbox"/> Signed Contract | <input type="checkbox"/> Copy of Licenses | <input type="checkbox"/> Applicable Fees |
| LEVEL | SPONSORING AGENT NAME & NUMBER | | ADVANCE (Life Only) | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| PRINT MARKETING ORGANIZATION'S NAME | | MARKETING ORGANIZATION'S SIGNATURE | | DATE |

P. O. Box 758583, Topeka, KS 66675-8583 / 5801 SW 6th Ave., Mail Zone 8583, Topeka, KS 66636-1001
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www.gilico.com

Disclosure

Guaranty Income Life Insurance Company ("GILICO") will obtain one or more consumer reports or investigative consumer reports (or both) about you for employment purposes as in independently contracting Producers. These purposes may include hiring, contract, assignment, promotion, re-assignment, and termination. The reports will include information about your character, general reputation, personal characteristics, and mode of living.

We will obtain these reports through a consumer reporting agency. Our consumer reporting agency is General Information Services, Inc. ("GIS"). GIS's address is P.O. Box 353, Chapin, SC 29036. GIS's telephone number is 866.265.4917. GIS's website is at www.geninfo.com.

To prepare the reports, GIS may investigate your education, work history, professional licenses and credentials, references, address history, social security number validity, right to work, criminal record, lawsuits, driving record, credit history, and any other information with public or private information sources.

You may inspect GIS's files about you (in person, by mail, or by phone) by providing identification to GIS. If you do, GIS will provide you help to understand the files, including trained personnel and an explanation of any codes. Another person may accompany you by providing identification.

If GIS obtains any information by interview, you have the right to obtain a complete and accurate disclosure of the scope and nature of the investigation performed.

The Federal Trade Commission provides a summary statement of your rights on its website at www.ftc.gov/credit.

Please sign below to acknowledge your receipt of this disclosure.

Signature

Date

Printed name

Regards,

Guaranty Income Life Insurance Co.

Attachments



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Authorization

By signing below, you authorize: (a) General Information Services, Inc. ("GIS") to request information about you from any public or private information source; (b) anyone to provide information about you to GIS; (c) GIS to provide Guaranty Income Life Insurance Company one or more reports based on that information; and (d) us to share those reports with others for legitimate business purposes related to your employment. GIS may investigate your education, work history, professional licenses and credentials, references, address history, social security number validity, right to work, criminal record, lawsuits, driving record, credit history, and any other information with public or private information sources. You acknowledge receiving the Federal Trade Commission's "Summary of Your Rights under the Fair Credit Reporting Act." You acknowledge that a fax, image, or copy of this authorization is as valid as the original. You make this authorization to be valid for as long as you are an applicant or employee with us.

Personal Information: Please print the information requested below to identify yourself for GIS.

Printed name:

| First | Middle | Last | Maiden |
|-------|--------|------|--------|
|-------|--------|------|--------|

Other names
used:

Current and former addresses:

| | current | | |
|------------|----------|--------|-------------------|
| from Mo/Yr | to Mo/Yr | Street | City, State & Zip |
| from Mo/Yr | to Mo/Yr | Street | City, State & Zip |
| from Mo/Yr | to Mo/Yr | Street | City, State & Zip |

Some government agencies and other information sources require the following information when checking for records. GIS will not use it for any other purposes.

Date of birth

Social security number

Driver's license number & state

Name as it appears on license

Report Copy: If you are applying for a job or live ☐ California, Minnesota, or Oklahoma, you may request a copy of the report by checking this box: ☐

Signature

Date



Para informacion en español, visite www.ftc.gov/credit o escribe a la FTC Consumer Response Center, Room 130-A 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.

A Summary of Your Rights Under the Fair Credit Reporting Act

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

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - a person has taken adverse action against you because of information in your credit report;
 - you are the victim of identity theft and place a fraud alert in your file;
 - your file contains inaccurate information as a result of fraud;
 - you are on public assistance;
 - you are unemployed but expect to apply for employment within 60 days.In addition, by September 2005 all consumers will be entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.ftc.gov/credit for additional information.
- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.ftc.gov/credit for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need—usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.ftc.gov/credit.
- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).
- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.ftc.gov/credit.

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

| TYPE OF BUSINESS: | CONTACT: |
|---|---|
| Consumer reporting agencies, creditors and others not listed below | Federal Trade Commission: Consumer Response Center – FCRA; Washington, DC 20580 1-877-382-4357 |
| National banks, federal branches/agencies of foreign banks (word “National” or initials “N.A.” appear in or after bank’s name) | Office of the Comptroller of the Currency; Compliance Management, Mail Stop 6-6; Washington, DC 20219; 800-613-6743 |
| Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks) | Federal Reserve Consumer Help (FRCH); P O Box 1200; Minneapolis, MN 55480; Telephone: 888-851-1920; www.federalreserveconsumerhelp.gov ; ConsumerHelp@FederalReserve.gov |
| Savings associations and federally chartered savings banks (word “Federal” or initials “F.S.B.” appear in federal institution’s name) | Office of Thrift Supervision; Consumer Complaints; Washington, DC 20552; 800-842-6929 |
| Federal credit unions (words “Federal Credit Union” appear in institution’s name) | National Credit Union Administration; 1775 Duke Street; Alexandria, VA 22314; 703-519-4600 |
| State-chartered banks that are not members of the Federal Reserve System | Federal Deposit Insurance Corporation; Consumer Response Center, 2345 Grand Avenue, Suite 100; Kansas City, Missouri 64108-2638; 877-275-3342 |
| Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission | Department of Transportation; Office of Financial Management; Washington, DC 20590; 202-366-1306 |
| Activities subject to the Packers and Stockyards Act, 1921 | Department of Agriculture; Office of Deputy Administrator – GIPSA; Washington, DC 20250; 202-720-7051 |



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INCOME LIFE INSURANCE COMPANY

Commission Addendum Contracted with GILICO Commissions

Paid by the Sponsoring Agent/Agency or Marketing Organization

Name _____ Effective Date _____
Print Agent Name

Subject to the terms and conditions of this Addendum, your Agent's Contract, and any applicable Annualization Agreement, Agent shall receive compensation directly from _____, the Commission Payor. The Commission Payor shall be fully and totally responsible for all compensation for which Agent is due any payment in conjunction with Guaranty Income Life Insurance Company ("GILICO").

GILICO has no obligation to the Agent for commissions, expense allowances or any form of compensation whatsoever in connection with the services performed and expenses incurred by Agent in the solicitation of applications for insurance issued by GILICO. It is expressly understood that Agent is under a direct contract with the Commission Payor who has agreed to compensate Agent for such services.

Date _____ By _____ Title _____
Agent

Date _____ By _____ Title _____
Commission Payor

Date _____ By _____ Title _____
Guaranty Income Life Insurance Company

**THIS ADDENDUM IS EFFECTIVE ONLY AFTER BEING EXECUTED BY
GUARANTY INCOME LIFE INSURANCE COMPANY.**

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AGENT'S CONTRACT

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PHONE (833) 444-5426 / FAX (785) 228-4505

THIS AGREEMENT, effective this _____ day of _____, _____ (Effective Date), made by and between GUARANTY INCOME LIFE INSURANCE COMPANY ("Company" or "GILICO") and _____ SALES AGENT ("You," "Your" or "Agent"), provides as follows:

SECTION 1-Appointment

1.1 APPOINTMENT. Subject to the provisions of this Agreement, GILICO hereby appoints Agent as a sales agent of GILICO. This appointment shall also include the sub-agents, if any, which are or may be appointed and assigned by GILICO to Agent as approved hereunder.

1.2 TERRITORY. It is understood and agreed that this Agreement does not grant any exclusive territory to Agent and does not impose upon Agent any territorial limit of operation. This contract authorizes You to solicit applications in all states in which You are properly licensed and appointed with GILICO, and in which GILICO is admitted to do business.

1.3 RELATIONSHIP. This Agreement is not a contract of employment and does not create the relationship of employer and employee between GILICO and Agent. Agent is not expected or obliged to devote full time and effort to the business of GILICO or to represent GILICO exclusively. It is understood and agreed that this Agreement calls for results and does not purport to control the time or manner of performance of Agent. Rather, Agent is an independent contractor and shall exercise his or her own judgement and discretion in the conduct of the business contemplated under this Agreement, subject to the provisions hereof. Agent specifically recognizes and accepts responsibility for payment of any applicable taxes levied by Federal, State or Local authorities as a result of compensation arising hereunder.

SECTION 2-Authority

2.1 GENERAL PROVISION. The powers and authority of Agent are limited to only those expressly provided under this Agreement. Any and all such powers and authority shall continue only during the duration of this Agreement and shall terminate on the date of termination of this Agreement.

2.2 SOLICITATION. Agent is hereby empowered and authorized to solicit applications for policies on forms then being issued or offered by Company both personally and through properly licensed sub-agents and brokers appointed and assigned by Company to Agent.

2.3 RECRUITING. Agent may recruit and recommend the appointment by Company of sub-agents and brokers. Agent shall have no authority to make any such appointment on behalf of Company, and no purported appointment shall be valid unless and until such sub-agent or broker has been appointed by Company and has executed an Agent's Contract or other form provided by Company and signed by the Company.

The Company shall not be obligated to appoint any sub-agent or broker or to assign any sub-agent or broker to Agent, and Company expressly reserves the exclusive right and sole discretion to assign and to terminate the appointment or assignment of any sub-agent or broker at any time. The assignment of any sub-agent or broker to Agent shall be terminated immediately upon the earlier of the termination of this Agreement or of the contract between Company and such sub-agent or broker.

2.4 LIMITATION OF AUTHORITY. Agent shall have no power or authority to, and hereby agrees and warrants that he or she will not do anything not expressly authorized herein including, but not limited to, any of the following:

- (a) waive, alter, amend, modify or discharge any policy or contract of the Company;
- (b) waive forfeiture under any policy;
- (c) quote rates other than as provided by the Company;
- (d) receive any funds for the benefit of the Company, except initial gross premiums;
- (e) incur any liability, obligation or indebtedness on behalf of the Company;
- (f) endorse or negotiate any checks or other instruments payable to the order of the Company; or
- (g) voluntarily accept service of process on behalf of the Company.



SECTION 3-Duties and Responsibilities

3.1 GENERAL PROVISIONS. Agent and all sub-agents and brokers assigned to the Agent shall fairly, truthfully and properly represent the Company and its products and services and shall faithfully perform all the duties within the scope of the appointment under this Agreement. In particular, but without limitation, Agent agrees to perform the duties set forth below.

3.2 PREMIUMS. Agent shall collect and receive or cause to be collected and received the initial gross premium on policies secured by Agent or by sub-agents and brokers assigned by Company to Agent. Premiums shall be received only by check or money order payable to GILICO and shall be received by You as a fiduciary, and shall not be used by You for any personal use, but You shall immediately remit all such premiums to the Company. All such premiums and other funds shall at all times remain the property of the Company.

3.3 HANDLING OF APPLICATIONS. Upon receipt, You shall submit to GILICO all properly completed applications, whether or not the applicant has been examined by a Medical Examiner. All medical examinations are to be completed by an authorized Medical Examiner and mailed directly to our Home Office by the Medical Examiner. GILICO may reject, or require the amendment of, any applications for insurance. You shall be liable for any charges incurred by GILICO for medical examinations and inspection charges on insurance policies or annuity contracts issued as applied for and not taken by the applicant.

3.4 RULES. Agent agrees to become familiar with and to comply with all of the Company's Rules and Procedures and with all applicable statutes and regulations of any state or jurisdiction where Agent and any sub-agent or broker assigned to him or her is licensed. These rules, procedures and statutes may be amended from time to time.

3.5 EXPENSES. It is expressly understood and agreed that Agent shall be responsible for all costs, expenses, obligations, debts, damages, taxes, fees and penalties incurred by Agent under this Agreement or otherwise.

3.6 ACTS OF OTHERS. Agent shall be responsible and liable for the acts and omissions of the sub-agents and brokers recruited or assigned by the Company to Agent and for any damages and obligations arising therefrom, which acts and omissions shall, for purposes of the Agreement, be deemed to be those of Agent and not the Company.

SECTION 4-Compensation

4.1 DETERMINATION. The full compensation of Agent under this Agreement shall be determined solely in accordance with the provisions of the Commission Addendum or Addenda, attached hereto and made a part hereof, which are in effect on the issue date of the policies solicited by Agent or his/her sub-agents and brokers. GILICO shall have the exclusive right and sole discretion at any time to unilaterally terminate any such Addendum or to modify all or any portion of any such Addendum, or the rate, amount or method for determining the commission or compensation, provided such action is uniformly taken with respect to all persons to whom such Addendum apply. Such modifications or terminations shall become effective no less than thirty (30) days from the date GILICO gives written notice to Agent, and unless otherwise agreed to by Agent and GILICO in writing, shall have no effect on compensation resulting from policies with an issue date prior to the effective date of such modification or termination.

4.2 PAYMENT. Compensation shall become due the Agent only upon actual receipt by GILICO of the premiums or other payment due GILICO and upon application of such premiums or payment to the policy or contract to which it applies. Compensation shall be paid in accordance with the standard rules and procedures of GILICO, which rules and procedures may be changed by GILICO at any time. In any case in which commissions are to be shared, the application relating to such business must be signed by all participating agents and the production credits and commissions shall be divided as agreed by agents and GILICO.

4.3 ADJUSTMENTS. GILICO shall have the exclusive right and sole discretion to withdraw, rescind, cancel, terminate or reduce all or any portion of coverage on any policy or contract issued by GILICO without liability to Agent. If GILICO exercises such right and tenders a return of all or any portion of the premium or payment thereof, waiver of surrender charges, or if GILICO is required by law to tender a return of all or any portion of premium or payment, any compensation received by the Agent with respect to the amount of premium or payment so tendered shall be rescinded and shall constitute an indebtedness of Agent to GILICO. Agent shall remit the amount of such compensation to GILICO in full within ten (10) days after receipt of notice of demand therefor. If any policy issued pursuant to this agreement is deemed by GILICO in its sole discretion to replace any other policy on the same person, then the compensation, if any, payable with respect to the replacement policy shall be determined by GILICO and its determination shall be conclusive. The termination of a policy previously issued on the same person, within six (6) months prior or subsequent to the date of application for a new policy shall be conclusive that it is a replacement policy.

4.4 INDEBTEDNESS. Any money or thing of value due Company from Agent, whether arising under this Agreement, any prior or subsequent agreement, or otherwise, or arising under any agreement between the Company and any sub-agent or broker assigned to the Agent, shall constitute an indebtedness of Agent to Company. Company shall at any time have the right to set off all or part of any such indebtedness against any amount payable to Agent under this Agreement, any prior or subsequent Agreement, or otherwise. As security for any and all such indebtedness, Agent hereby transfers, assigns and grants to Company a security interest



in and a first lien upon all amounts payable to Agent under this Agreement, any prior or subsequent Agreement, or otherwise. The said security interest and lien and the said right of set off and recoupment shall not be extinguished by the termination of this Agreement.

4.5 VESTING. In the event of a termination of this Agreement, ALL first year and renewal commissions for the first through the tenth policy years are vested unless Agent is terminated for cause. Commissions will continue to be paid until total commissions earned annually amount to less than \$500, at which time the Company has the option of paying, in a lump sum, the present value (as determined by the Company) of future commissions. Commissions are not vested after the tenth policy year. However, during the continuance of this Agreement, You will be paid an Active Agent's Service Fee on premiums paid to GILICO in accordance with the provisions of the applicable Commission Addenda.

4.6 LICENSING. Agent will pay the fee for Agent's initial resident license and appointment fees. Agent will bear the cost of any nonresident license and appointment fees for Agent, sub-agents and brokers. Company will pay the resident renewal appointment fee, if Agent, sub-agent or broker has produced sufficient business in the previous twelve months.

4.7 COMPANY FORMS. The Company will provide Agent, at Company's cost, with application forms, brochures and the various papers necessary to write and service policies. Agent will be responsible for all other business expenses.

4.8 ADVERTISING AND SALES PROMOTION. Company will furnish Agent, at Company's cost, all advertising materials, circulars and other Company printed sales matter. Company will consider Agent's suggestions or requests for specialized solicitation material and advertising, but none may be used without prior written approval of Company.

SECTION 5-Termination

5.1 BY NOTICE. This Agreement may be terminated without cause by either party by giving to the other party thirty (30) days written notice to the other party's last known address as shown by the records of the party giving such notice.

5.2 AUTOMATIC. This Agreement shall automatically terminate as of the date of death or incompetency of Agent. In the event of such death or incompetency, any compensation due Agent hereunder shall be paid when due to the lawful successors of Agent's estate.

5.3 FOR CAUSE. The Company may terminate this Agreement "For Cause" by sending to the last known address of Agent a written notice of such termination which shall be effective immediately upon mailing of such notice, if Agent does any of the following acts:

- (a) violates any state insurance law, regulation or policy;
- (b) fails to strictly observe any of the Company's Rules and Procedures;
- (c) withholds any money, policy receipt or property of the Company;
- (d) rebates or offers to rebate all or part of a premium on a policy of insurance issued or to be issued by Company, in violation of the laws of any state;
- (e) in the sole judgement of the Company, establishes a pattern of inducing or attempting to induce policyholders of the Company to discontinue payment of premiums or replace or relinquish any policy;
- (f) induces or attempts to induce any Agent or sub-agents to leave the Company's services;
- (g) violates any criminal law or statute;
- (h) makes any material misrepresentation or performs any fraud or dishonesty affecting the Company or its policyholders;
- (i)) breaches or violates any provision of this Agreement.

Company shall have, for each and every such act or omission, the right to terminate this Agreement for cause, and Agent shall, as of the date of termination, unconditionally forfeit all rights, claims and demands whatsoever of Agent against the Company for both first year and renewal commissions or other compensation, but nothing herein shall be construed to affect any rights or claims of Company against Agent under this Agreement or otherwise.

SECTION 6-Effect of Termination

6.1 GENERALLY. Upon any termination of this Agreement, Your authority to act as Agent for the Company shall terminate. Any and all indebtedness of Agent to Company shall mature, accelerate and become immediately due and payable in full notwithstanding any agreement to the contrary. Agent shall immediately and without further notice return to the Company all then undelivered policies and all property furnished or provided to Agent by Company.

6.2 SUBSEQUENT TO TERMINATION. If, subsequent to termination of this Agreement, Agent shall induce policyholders to discontinue premiums or replace or relinquish any policy, misappropriate or impair any funds or property of the Company or fails to remit any funds or property of Company within ten (10) days after receipt of demand therefor, all vested commissions shall be forfeited by Agent and the Company shall retain all other claims it may have against Agent.



SECTION 7-General Provisions

7.1 ENTIRE CONTRACT. This Agreement, the Commission Addenda attached hereto, and the Company's Rules and Procedures, as amended, contain the entire understanding between the parties and incorporates all prior and concurrent contracts and Agreements there between, whether written or oral on all matters. No modification of any provision of this Agreement, except modifications of the Commission Addenda and the Company's Rules and Procedures, shall be effective unless endorsed in writing by Agent and the Company.

7.2 PRIOR CONTRACTS. Notwithstanding the provisions of Paragraph 7.1, above, no provision of this Agreement shall be deemed to abrogate or render void any provision of any written agreement executed by the parties hereto prior to the Effective Date of this Agreement relating to the form and amount of commissions with respect to policies issued by the Company prior to such Effective Date.

7.3 WAIVER. The forbearance, neglect or delay of either party to strictly enforce any provision of this Agreement shall not at any time operate as a waiver or estoppel of any right of the parties under this Agreement, regardless of the similarity of the circumstances.

7.4 ASSIGNMENT. Agent shall not assign, transfer, encumber or otherwise relinquish or dispose of this Agreement or any right or interest hereunder, except upon written approval of the President or a Vice President of the Company. Any purported assignment, transfer, encumbrance or other relinquishment or disposition of such right or interest not so approved shall be void and unenforceable against the Company regardless of notice thereof. Company makes no representations as to the validity of any assignment.

7.5 RECIPROCAL INDEMNITY PROVISIONS. You agree to indemnify and hold the Company harmless from and against any and all expenses, losses and damages, including attorneys' fees and expenses of litigation (collectively, "Losses"), arising from Your unauthorized acts, acts done in violation of the terms of this Agreement, and acts of proven malpractice, negligence or criminal activity, whether such Losses are incurred directly by the Company or through third party claims, including settlements thereof by the Company based on what the Company considers to be material hazards to litigation.

The Company agrees to indemnify and hold Agent harmless from and against any and all Losses incident to, arising out of, in connection with, or resulting from the activities of Company, its employees, its affiliated companies and their employees except to the extent such Losses arise from or as a result of Agent's unauthorized acts, acts done in violation of this Agreement, or acts of proven malpractice, negligence or criminal activity, whether such Losses are incurred directly by Agent or through third party claims.

7.6 NOTICE. Any notices as required hereunder, including but not limited to notice of termination, may be served personally or by ordinary mail addressed to the last known address of the party for whom intended, and in the latter event shall be deemed served upon such party on the date deposited in the United States mail, postage prepaid.

7.7 SITUS. This Agreement is made and performable in East Baton Rouge Parish, Louisiana. The parties agree that any action at law or in equity hereunder shall be brought exclusively in East Baton Rouge Parish, Louisiana and that the laws of the state of Louisiana, except for the conflict of laws provision, shall govern any dispute arising hereunder. In any litigation between the parties, the prevailing party shall be entitled to recover its reasonable attorney fees from the losing party.

7.8 REMEDIES. All rights and remedies under this Agreement which are afforded at law or in equity shall be cumulative and not alternative.

In witness whereof, the Company and Agent, intending to be legally bound hereby, have executed this Agreement on the date(s) indicated below.

AGENT: _____
Print Name

By: _____ Date: _____
Signature

If Agent is a Corporation _____
Name of Corporation

Attested By (Name, Title)

Guaranty Income Life Insurance Company:

By: _____
Print Name

Signature

Title: _____ Date _____



GUARANTY INCOME LIFE INSURANCE COMPANY

PRODUCER PRIVACY POLICY

(AN ADDENDUM TO THE AGENT CONTRACT)

This Addendum (“Addendum”) is attached to and becomes a part of the insurance agent, agency, producer or other insurance distributor agreement (the “Agent Contract”) between the licensed insurance agent or agency hereinafter referred to as (“Agent”) and Guaranty Income Life Insurance Company (“GILICO”). This Addendum is effective as of **December 15, 2015**.

This Addendum is intended to further define *Section 3: Duties and Responsibilities Subsection 3.4 Rules*. Agent agrees to become familiar with and to comply with all of GILICO’s Rules and Procedures and with all applicable statutes and regulations of any state or jurisdiction where Agent and any sub-agent or broker assigned to him or her is licensed. These rules, procedures, and statutes may be amended from time to time.

Nonpublic Personal Information (NPI) and Protected Health Information (PHI) shall be collectively called “Information” in this Addendum. NPI is defined as personally identifiable financial information that is not publicly available. PHI is defined as any information about health status, provision of health care, or payment for health care that can be linked to a specific individual, as set forth in 45 C.F.R Sec. 1643501.

All information which any party obtains as a result of this Agent Contract shall not be collected or used, disclosed, reused or re-disclosed to any third party, except to carry out the purposes for which the Information was disclosed. The Agent shall maintain the confidentiality of Information consistent with GILICO’s Privacy Promise, which is available for review on our public website www.gilico.com or GILICO’s HIPAA Notice of Privacy Practices for Personal Health Information included with each AnnuiCare® application kit.

The Agent should use all commercially reasonable efforts and appropriate safeguards to maintain the integrity, confidentiality, and security of Information and to prevent the unauthorized use or disclosure of Information as required by law, and to comply with the security standards of HIPAA.

It is the sole responsibility of the Agent to require all of its employees, representatives, or agents and third party service providers that receive or have access to client Information to agree to adhere to these same restrictions and conditions.

In the event of an unauthorized disclosure, you are required to notify the GILICO Privacy Officer at the following email address privacyofficer@gilico.com within seven (7) business days of any unauthorized use or disclosure of Information, define who made the unauthorized use or disclosure and what you have done or are doing to mitigate any deleterious effect of the unauthorized use or disclosure and define what corrective action you have taken to prevent future unauthorized use or disclosure of any Information.



ADVISOR COMPLIANCE GUIDE

K U V A R E |

GUARANTY
INCOME LIFE INSURANCE COMPANY

UNITED LIFE
INSURANCE COMPANY

LINCOLN
BENEFIT & LIFE



ADVISOR COMPLIANCE GUIDE INTRODUCTION

We make this guide available to you to provide assistance and guidance through the sales and servicing aspects of your business. This guide is designed to be a resource on important issues in the insurance industry. This guide is not intended to be a recitation of all applicable laws, rules or regulations. It also provides you guidance with the expectations that we have of our producers. As the industry changes, this guide will be updated and made available to you.

KUVARE VALUES

01

DELIVER ON OUR PROMISE

To policyholders, partners and ourselves

02

BE ACCOUNTABLE FOR EXECUTION

You are empowered to take action

Be bold in your actions

Strive for high performance

03

EXERCISE YOUR OBLIGATION TO CONTRIBUTE

Share your opinions to enable the best decisions

Provide and welcome feedback

Be fact-based in your decision-making

04

POSITIVELY INFLUENCE THOSE AROUND YOU

Be a positive force

Support the growth of others

Operate with integrity

05

RESPECT AND TRUST YOUR PEER

Stand up for what is right

Assume positive intent



TABLE OF CONTENTS

| | |
|----|--|
| 01 | INTRODUCTION |
| 02 | KUVARE VALUES |
| 03 | TABLE OF CONTENTS |
| 04 | LICENSING AND APPOINTMENTS COMMISSIONS |
| 04 | COMMISSIONS |
| 05 | FAIR COMPETITION |
| 06 | ADVERTISING |
| 08 | ANNUITY SUITABILITY |
| 10 | APPLICATIONS |
| 11 | REPLACEMENTS |
| 12 | REPLACEMENT OF VARIABLE INSURANCE PRODUCTS |
| 12 | SENIOR CLIENTS |
| 13 | USE OF PROFESSIONAL DESIGNATIONS |
| 14 | UNFAIR TRADE PRACTICES |
| 15 | ANTI-MONEY LAUNDERING (AML) |
| 16 | COMPLAINTS |
| 16 | PRIVACY |
| 17 | NOTIFICATION OF DATA BREACH |
| 17 | FRAUD |
| 17 | RECORD RETENTION |
| 18 | REQUIRED REPORTING |

LICENSING AND APPOINTMENTS

You are responsible for obtaining and maintaining all licensing requirements in the jurisdictions you represent our company. You are also responsible for knowing and abiding by the continuing education requirements of those states. If you wish to write any of our annuity products, you must also complete and satisfy any applicable state annuity training requirements.

Each state requires producers to obtain a license prior to transacting the business of life insurance and annuities within its state. And, you must be licensed to sell life insurance and annuities by each of the states in which any sales activity takes place. You must be appointed in that state by the insurer issuing the product to be sold.

If your sales activities take place in a number of states, you must be licensed and appointed to sell in all states concerned. In order to avoid being subject to the laws of multiple states, thus requiring multiple licenses and appointments, it is recommended, when possible, that all sales activity takes place within one state.

TRUSTEE PURCHASES In the sale of an annuity contract to a trustee of a trust, the location of the trustee (and not the situs of the trust) when the contract is solicited, where the application is executed and where the contract is delivered will determine where you must be licensed. The fact that a trustee is involved in the transaction does not alter the rule that you must be appropriately licensed and appointed in all jurisdictions in which sales activity occurs.

COMMISSIONS

We will pay commissions as outlined in your contract. We will not pay a commission to any person who has not been properly licensed and appointed. Producers may not falsify an application in order for another producer to receive a commission on a sale.

FAIR COMPETITION

We engage in active and fair competition and we believe that competition is an effective and efficient means of providing the best products and services to customers. Federal and state laws regulate a competitive environment in which free enterprise can flourish. We insist that producers act in full compliance with applicable federal and state statutes and regulations governing trade practices. We and our producers will:

- Refrain from utilizing or producing any misrepresentative, deceptive, or false advertising:
 - (a) regarding insurance products or the product benefits, advantages, conditions, or terms of any insurance contract; or
 - (b) concerning interest, dividends or surplus to be received on any insurance contract; or
 - (c) involving the use of any name or title misrepresenting the true nature of an insurance product;
- Refrain from making, disseminating or circulating, any statement which is false or derogatory to the financial condition of an insurer, for the purpose of injuring any person or insurer engaged in the business of insurance;
- Refrain from entering into any agreement to commit or by any concerted action committing any boycott, coercion or intimidation resulting in an unreasonable restraint or monopoly in the business of insurance;
- Refrain from violating applicable state and federal laws;
- Avoid replacing existing life insurance policies and annuity contracts without meeting the requirements of applicable federal and state law, or without providing information to the customer that he or she needs in order to ascertain whether replacement of existing contracts may be in his or her best interest.

A violation of any of the above by any producer will result in disciplinary action including, if appropriate, termination of the relationship with the Company.

ADVERTISING

Any advertisement, as defined below, must be submitted to, and approved by, us prior to the advertisement being printed or used. We will review the specific advertising regulations for a particular state(s) in order to assure compliance and to avoid penalties resulting from the improper use of an advertising piece. Please remember that most states have a very broad definition of advertising that includes, but is not limited to, items set forth below.

Advertising materials submitted to us will be reviewed within five (5) working days of receipt. We will work with you so the advertising can be approved in a timely manner. After suggested changes have been made, the advertisement must be submitted in its final format to us. Upon final approval, a copy of the advertising material will be returned to you.

Many organizations have their own specific guidelines regarding advertising. If there are differences between our guidelines and those of another organization or governing body, the more restrictive shall apply. Our approval shall not be used as satisfaction of advertising (approval) for another organization or governing body.

The original final-approved version of every advertisement will be maintained by us, in accordance with state laws. We will not stand behind any advertisement for which prior written approval was not obtained. There are certain states and products that require an advertisement to be filed and approved by the State Department of Insurance prior to its use. When state approval is required, no advertisement may be used until state approval has been obtained.

The term "advertisement" in this context is used to mean material designed to create public interest in insurance products or an insurer, or to induce the public to purchase, increase, modify, reinstate or retain a policy. The definition of "advertisement" includes, but may not be limited to:

1. Printed and published material, audio visual material, and descriptive literature of an insurer used in social media, direct mail, newspapers, magazines, radio scripts, television scripts, billboards and similar displays.
2. Descriptive literature and sales aids of all kinds issued by an insurer, producer, broker or solicitor for presentation to members of the insurance- buying public and including, but not limited to, circulars, leaflets, booklets, depictions, illustrations, form letters and lead-generating devices of all kinds.

3. Prepared materials for use by brokers, producers and solicitors, whether prepared by the insurer or the broker, producer or solicitor.
4. Material used for the training and education of an insurer's sales personnel, producers, solicitors and brokers which is designed to be used or is used to induce the public to purchase, increase, modify, reinstate or retain a policy.
5. Material included with a policy when a policy is delivered and material used in the solicitation of renewal and reinstatements.

If you have any questions or concerns about meeting advertising compliance issues, please send the advertisement in question to us for approval.

STATEMENTS ABOUT THE COMPANY

Any statements, written or oral, about the company shall follow the following guidelines:

- Name: All advertisements should use the appropriate company's full name.
- Rating Agencies: Promotion of the company's ratings by national rating agencies must follow the company approved format. Upon request we will provide you with pre-approved pieces that discuss our ratings.
- Guaranty Association Membership: You may not make any statements that refers to the existence of a state insurance guaranty association. In most states, the use of such information constitutes an unfair trade practice.
- Statistics: All statistics used must be accurate and not misleading. The source of any statistics used must be identified and must be current.
- Products: You must clearly represent our products as life insurance or annuity products. Our products should not be referred to as investments, nor should the interest crediting on these products be compared to the rates of returns for securities or other investment products.

ANNUITY SUITABILITY


You have an important job in assisting your client with determining the product(s) that is appropriate for them. State regulations and your obligations to your client require you to gather enough information to make a recommendation of a suitable product.

The NAIC Suitability in Annuities transactions Model regulation generally includes the following:

- You must have reasonable grounds for believing the recommendation of an annuity product, optional benefit, and any investment option within the product is suitable for the applicant.
- When making a recommendation, you have informed the applicant of the various features of the annuity, such as the surrender periods and charges, potential tax penalties that apply to early withdrawals, mortality and expense fees, potential charges for and features of riders, the insurance and investment components of the product.
- Your recommendation should be based on facts disclosed to you by the applicant after reasonable inquiry as to their age; annual income; liquid net worth; tax status; financial situation and needs, including the financial resources used for the funding of the annuity; intended use of the annuity; financial objectives; financial experience; liquidity needs; financial time horizon; risk tolerance; existing assets, and any other information known, used, or considered to be reasonable by you in making the recommendation.
- In addition to the above, there may be state specific requirements that apply. For instance, in the State of California, it is prohibited to recommend that an insured 65 years of age or older purchase an unnecessary replacement annuity. An unnecessary replacement means the sale of an annuity to replace an existing annuity that requires that the insured will pay a surrender charge for the annuity that is being replaced and that does not confer a substantial financial benefit over the life of the policy to the purchaser so that a reasonable person would believe that the purchase is unnecessary.

Additionally, some states, such as California and Minnesota, require consideration of whether or not the consumer has a reverse mortgage.

In certain circumstances agents may have a relationship with the company such that the sale of a company product would cause them to be treated as a fiduciary under ERISA. In such circumstances the company will comply with the requirements of prohibited transaction class exemption 84-24 or if the conditions of that exemption cannot be satisfied, with prohibited transaction class exemption 2020-02.



Uncovering information about your client's financial situation means more than asking how much they earn each year and how much money they have "in the bank." Make sure you also understand your client's lifestyle, recent or upcoming life events (e.g. divorce, marriage, college tuition, retirement and planned medical expenses, etc.), financial experience, taxes owed, income needs (income compared to expenses), time horizon and liquid assets outside of this annuity or other annuities already owned. This information will assist you in completing this critical task.

SUITABILITY FORMS

Our Suitability Forms are designed to capture the end result of your suitability analysis. You may require additional information when making your recommendation. No matter how good your memory is, if an issue ever arises, it will be helpful to have a detailed summary in your file as to why your recommendation was suitable at the time it was made. Keep notes on each conversation, information discussed and presented, and every item you considered during your analysis. All materials used during your review are required to be maintained as part of your customer file. You may be asked to provide this documentation to our company. State regulations require producers to retain written documentation for each customer for each recommended transaction. We require a separate Suitability Form for each annuity application. If the review and analysis of your client's needs resulted in your decision to recommend two annuity contracts, it is likely that their goals and objectives were not the same for each application.

When the annuity is funded by another annuity or life insurance contract, list the surrender charge percentage and dollar amount for each contract being replaced and do not combine or net the existing surrender charges from multiple contracts. Do not "estimate" these numbers; the best source for accurate information is a recent statement or phone call to the existing carrier. It is important that your client understand the impact of surrender charges compared to the potential benefits for each replacement. Please document your client file with the current contract value and surrender charge (including Interest Adjustment, also referred to as Market Value Adjustment) for each replacement in case further review is necessary. Replacements must be in your client's best interest, and you need to be able to demonstrate the clear benefit to the client from the replacement transaction in light of his or her individual needs and objectives.

APPLICATIONS

The application provides valuable information about the client and every product sale must be made using the appropriate Company approved application. All responses on the application shall be completed accurately by the applicant and the producer and reflect the applicant's responses to those questions as conveyed to the producer. Any and all information possessed by the producer relating to the applicant's responses shall be included on the application. Receipt of an incomplete application shall render the application not in good order.

The application shall be reviewed by the producer before it is signed by the applicant, and then signed by the applicant. The producer shall sign the application after the applicant has signed it. Making any corrections or alterations after an applicant has signed it, without having the applicant acknowledge the change, is prohibited. Any changes, alterations, amendments or corrections on the application shall be made by the producer (or applicant) and initialed by the applicant.

Although the following list is not exhaustive, we do not allow a producer to be named as, or to act as, the following:

- a beneficiary or contingent beneficiary;
- a beneficiary of an owner's beneficiary trust;
- a trustee, co-trustee or successor trustee for an owner's trust; or
- an attorney-in-fact or successor attorney-in-fact for an owner.
- estate executor/executrix
- an owner of the customer's contract

The exception to this exists when the producer is "immediate family" of a customer, defined as spouse, child, step-child, mother, father, grandparent, brother or sister. It is equally unacceptable to use a producer's home or business address as the owner's address.

REPLACEMENTS

A “replacement” is any transaction in which a new life insurance policy or a new annuity contract is to be purchased and it is known (or should be known) to the producer that, as a result of such transaction, an existing life insurance policy or annuity contract has been or is to be terminated or converted. A replacement also occurs when part of the cash value or a policy loan is used to finance the purchase of a new policy. Replacements are highly scrutinized by both federal securities and state insurance regulators.

We expect our producers to always be acting in the best interests of the client and making sure that the client is in a position to make an informed decision based on a thorough disclosure of all relevant information. The information may include, but is not limited to, any product features, death benefits, living benefits, annuity payout options and amounts, existing and new surrender charges and periods, investment risk, new or higher charges and fees, and possible taxation.

If you and your client determine that the replacement is appropriate, you must follow our procedures and any applicable state regulations. Specifically, you will need to:

- Follow all applicable state replacement requirements. Ensure that you provide the correct state-required notice to the client prior to taking the application. Be sure to complete the required notice and if the state required notice provides a space to fill in the reason for the replacement, be sure to fill in your client’s reason for the replacement. Have your client sign the notice and send a copy to us with the application. Note that some states may require a notice form when the applicant owns an existing life insurance policy or annuity contract, even when no replacement is involved.
- Disclose any transaction that is known to you to be a replacement on the application.
- Maintain documentation of the sale in your client’s file consisting of your notes, discussions, and sales material used during your presentation that supports your recommendation for the replacement. We strongly recommend that you document why the applicant is replacing his or her coverage and that both you and the applicant sign such documentation. Good documentation will help you demonstrate your compliance with applicable state and federal requirements. It will also prove invaluable to you in supporting the sale in the resolution of any misunderstandings that might occur after the sale.

REPLACEMENT OF VARIABLE INSURANCE PRODUCTS

If you are not licensed to sell variable products, it is your responsibility to ensure you comply with the requirements of state insurance law if you recommend the replacement of a variable life insurance policy or a variable annuity contract. Producers who are not licensed to sell variable products in Arkansas, Iowa, Tennessee, Utah, and Vermont are prohibited from recommending the replacement of a variable annuity or variable life insurance policy. Other states may adopt a similar prohibition -- producers are encouraged to review state insurance regulator Web sites for specific information, and our producer Web site for our communication(s) of such prohibitions.

Although not intended to be a comprehensive state listing of all applicable state bulletins and requirements, producers may refer to the following bulletins which are posted on each state's Insurance Department's websites:

- Arkansas Bulletin No. 14-2009
- Iowa Insurance Bulletin 11-4
- Tennessee Bulletin dated 05-22-13
- Utah Administrative Rule 590-133-7
- Vermont Insurance Division Bulletin 161

SENIOR CLIENTS

It is important to know and understand that senior investors require special consideration and attention. The following is a partial list of some of those considerations to take into account when you deal with this segment of the population.

SENIOR PROTECTION LAWS

Elder Abuse legislation has been adopted in many states and provides seniors with additional protections. You are expected to be familiar with the laws of your state and act accordingly. Similarly, several state and federal regulators have adopted guidelines for identifying and reporting exploitation of vulnerable adults. Producers need to be aware of the requirements applicable to their business.

COGNITIVE OR MENTAL IMPAIRMENT

You are not expected to be able to “diagnose” mental or cognitive impairment, but you should be aware of signs that indicate if a client is not fully competent. Any cognitive impairment could be used to void the purchase of an insurance product and could subject you and your agency to additional scrutiny by relatives and possibly regulatory authorities. In the event we determine that a client suffers from a cognitive or mental impairment, we reserve the right to rescind policies or contracts sold and charge back any commissions paid to you.

Some signs to look out for:

- Family members making financial decisions for the client, without a formal authority (power of attorney)
- Client or client’s family members discloses that they have been diagnosed with any form of mental disorders, including dementia, Alzheimer’s, diminished capacity, etc.
- The client is unable to recall pertinent facts or information.

USE OF PROFESSIONAL DESIGNATIONS

There are many professional designations available to producers. Regulators have been taking notice of the potential for misuse of these designations. You must follow all state laws and regulations, federal securities laws and FINRA rules that address the use of professional designations with the public. You may not use any title or designation that implies an expertise in any area where such expertise does not exist.

The NAIC Model prohibits the use of senior designations or certifications (1) by a producer who has not earned or is ineligible to use the designation; (2) that are nonexistent or self-conferred; (3) that imply a level of qualification that the producer does not have; (4) that are issued by organizations that are primarily engaged in marketing or sales and do not have procedures for monitoring or disciplining their designees for improper conduct.

UNFAIR TRADE PRACTICES

We will not tolerate unfair trade practices. The following unfair trade practices are generally prohibited under state law, this list is not all inclusive, please be aware of the laws specific to your state. We reserve the right to discipline any producer who engages in any of these practices even if the producer was representing another carrier while engaging in these practices.

MISREPRESENTATION

Misrepresentation is any statement that contains false or misleading information. A producer may not:

- Misrepresent the benefits, advantages, conditions or terms of a product
- Use false or misleading information for the purpose of inducing or tending to induce the purchase, lapse, forfeiture, exchange or surrender of any product

TWISTING

Twisting is the practice of using statements that misrepresent or inaccurately compare the terms, benefits, features or conditions of a product for the purpose of inducing or attempting to induce a client to lapse, forfeit, exchange, convert or surrender a product.

CHURNING

Churning is the practice of replacing a client's product with another product when the replacement is contrary to the client's best interest and when the primary purpose is for generating sales commissions for the producer. All replacements must show a benefit to the client.

REBATING

Rebating is paying or giving a client any valuable consideration as an inducement to purchase a product. We do not allow rebating in the sale of any of our products regardless of whether a state permits such a practice.

DEFAMATION

Defamation is the making, publishing, disseminating or circulating any statement which is false, deceptive or misleading with respect to the business of insurance or any insurer or agent in the conduct of its business.

SCARE TACTICS, COERCION, OR INTIMIDATION

Producers are prohibited from using any form of communication that may be construed as a scare tactic, coercion or intimidation.

ANTI-MONEY LAUNDERING (AML)

We are committed to prohibiting and preventing money laundering and any activity that facilitates money laundering activities. You may be requested to provide additional information about your client if we become aware of any suspicious activity that indicates possible money laundering activity on behalf of your client. Your cooperation and prompt responses are required to ensure that we meet our reporting obligations to the federal government. Our requests and your responses will be treated confidentially, and cannot be shared with your client or any other involved person.

In order to sell annuities and life insurance, our anti-money laundering program requires you to:

- Ensure that all information on the application is correct and all associated documents are accurate and complete. Records of this information must be retained as long as the contract remains in force and for five years thereafter. If a customer resists providing this information, notify the company AML Officer.
- Notify us if you detect any money-laundering red flags so that the Company can determine whether a suspicious activity report (SAR) must be filed with the U.S. Department of the Treasury. Red flags include, but may not be limited to, the following:
 1. The purchase of an insurance product inconsistent with the customer's needs.
 2. Unusual payment methods, such as cash, cash equivalents (e.g., money orders, travelers' checks), or structured money (i.e., multiple payments made to avoid transaction reporting thresholds).
 3. Early termination of a product (including during the "free-look" period).
 4. Termination of a product at a cost to the customer, or where payment is made by, or the refund check is directed to, an unrelated third party.
 5. The transfer of the benefit of a product to an unrelated third-party.
 6. A customer who shows little concern about the investment performance of a product.
 7. A customer who is reluctant to provide identifying information when purchasing a product or who provides minimal or seemingly fictitious information.
 8. A customer who borrows the maximum amount available or takes a significant withdrawal soon after purchasing the product.
 9. Any other activity which you think is suspicious.

The Company's AML Officer has the sole responsibility for responding to any inquiry regarding the subject matter of any suspicious activity report (SAR), per our AML policy. A producer must not, under any circumstances, disclose the fact that a SAR has been filed or considered, nor disclose the contents of a SAR to the subject of a SAR or to any third party. To do so would violate federal law.

COMPLAINTS

A complaint is any written or verbal communication alleging a grievance by a client. The communication may come from a client, their attorney or any state or federal regulatory agency.

Any complaints you receive shall be reported immediately to us. Regulators require us to maintain a complete record of all complaints received and each state has guidelines as to the time permitted to respond to a complaint. Producers must respond promptly and completely to any request from us concerning a complaint, including a request for a written summary of the facts related to the complaint. Failure to provide this information upon request and in a timely manner may result in disciplinary action up to and including termination. And under no circumstances shall a producer offer cash or any other valuable consideration to settle a complaint.

If you have any questions regarding customer complaints, please contact our Compliance Department.

PRIVACY

Federal privacy law known as Graham-Leach-Bliley and individual state laws impose certain legal obligations on producers and life insurance companies with regard to their collection, use and protection of clients' private information.

Producers should be familiar with the Companies' privacy policies. Customer information should only be collected, used and disclosed in accordance with consumer privacy notices and disclosure authorizations of the Companies. Producers must maintain or be subject to policies and procedures to protect customer information and other confidential information. These policies and procedures should address, as appropriate, access control, encryption and other controls appropriate to protect customer information and confidential information. Producers should also comply with applicable privacy and data security laws.

Below are a few things to consider when dealing with client's private information.

- Physical Security. Whether at home, the office, or in the car—documents or computers containing personal information should be kept in a secure and locked area.
- Transmission. The safest and most secure method possible should be used when sending or receiving private information. Private information should be e-mailed only if encrypted. If encrypted e-mail is not available, fax or mail the information.
- Disposal of Private Information. Documents containing private information should be disposed of in a secure manner, such as shredding.

NOTIFICATION OF DATA BREACH

Producers must comply with applicable data breach notification laws. Producers must notify us as promptly as possible, but in no event later than 72 hours from determining private information has been lost, stolen, or accessed by an unauthorized party. You shall cooperate with us in investigating and responding to incidents involving unauthorized disclosure, acquisition or use of private information.

FRAUD

Producers must understand that they must comply with all federal and state laws and regulations, as well as our policies, procedures and guidelines pertaining to anti-fraud and fraud detection. We are committed to our customer's safety and protection and take our responsibility to prevent the occurrence of fraud seriously. Producers who suspect someone of committing a fraudulent act should contact us immediately.

RECORD RETENTION

Producers are responsible for maintaining client files, which includes advertising materials used to sell the Companies' products, sales illustrations, client meeting notes, phone call documentation, customer correspondence and information used to verify customer identities. Maintaining adequate client files is essential for responding to customer or regulatory authority questions at a later date. Failure to maintain adequate client files may result in disciplinary action.

Producers shall make all records available for inspection to the Company or any regulatory authority upon request, even after termination of their agreement with the Company. Producers should maintain their client records for at least 7 years following the termination of the policy or contract.

REQUIRED REPORTING

Every producer will inform us, if legally permitted to do so, if any of the following occur and such occurrence is material and relevant to its ability to fulfill its obligations under its agreement with us:

- You are contacted by any government agency or regulatory body with any inquiries
- You are the subject of any investigation or inquiry by any governmental agency or self-regulatory body or are required to testify before any such agency or body
- You are a defendant or respondent in any litigation, proceeding or arbitration alleging violation of any rule or regulation of any governmental agency or self-regulatory body
- You are the subject of any censure, injunction, suspension, fine, cease and desist order, or other disciplinary action by any governmental agency or self-regulatory body
- You have any registration, license, permit, certification or membership denied, suspended, revoked or restricted by any governmental agency or self-regulatory body or are barred from becoming associated with a broker or dealer or life insurance company or from engaging in any other securities activities by any governmental agency or self-regulatory body
- You are the subject of any verbal or written complaint by a client or any claim for damages filed by a client
- You are the subject of any bankruptcy, agreement to compromise a debt with creditors, or any unsatisfied judgments or liens
- You are the subject of any arrest, summons, arraignment, indictment or conviction, or plead guilty or no contest to any criminal offense other than a minor traffic violation.

As an ideal growth partner, K U V A R E provides strategic support and resources to help pursue and achieve sustainable growth opportunities for our K U V A R E family of companies.

kuvare.com | gilico.com | unitedlife.com | lbl.com

GUARANTY INCOME LIFE INSURANCE COMPANY

Guaranty Income Life Insurance Company
2638 S. Sherwood Forest Blvd., Ste. 200
Baton Rouge, LA 70816
Phone (800)535-8110 ♦(225)383-0355 Fax
(225) 343-1747

ADVERTISING SUBMISSION FORM

This form must be completed to obtain approval for advertising materials prior to use and/or to obtain ad slicks from Guaranty Income Life. In order to comply with regulatory guidelines, GILICO will only process requests made on this completed form. A final copy of the ad as it appears at publication must be returned to the Home Office to the attention of: Guaranty Income Life Insurance Company, Sales Dept., 2638 S. Sherwood Forest Blvd., Ste 200 Baton Rouge, LA 70816

(Please print or type)

DATE SUBMITTED _____

SUBMITTED BY _____

Name of Agency or Agent

Address

City

State

Telephone

CONTACT PERSON _____

PRODUCT BEING MARKETED

Marketing Name: _____

Policy Form Number: _____

REQUEST FOR AD APPROVAL (Enclose or attach copy)

TYPE OF AD

- | | | |
|--|--|--|
| <input type="checkbox"/> Newspaper | <input type="checkbox"/> Direct Mail Piece | <input type="checkbox"/> Magazine |
| <input type="checkbox"/> Radio or Television | <input type="checkbox"/> Trade Publication | <input type="checkbox"/> Other Customer or Agent Recruiting Distribution (Describe Below) |

GEOGRAPHIC DISTRIBUTION

The ad will be used in:

- ☐ State of _____ only.
☐ The following States and/or Territories: (list all)

NATURE OF USE

- ☐ Consumer Marketing
☐ Agent Recruiting
☐ Sales and Marketing Instruction

PURPOSE OF AD

- ☐ Invitation to Inquire
☐ Invitation to Contract

FOR HOME OFFICE USE ONLY

Date Received: _____

Approved By: _____

Date: _____

THIS AD WILL BE USED IN

- ☐ State Banks
☐ National Banks
☐ General Agencies

PRODUCER'S GUIDE TO ANTI-MONEY LAUNDERING

The USA Patriot Act includes provisions intended to prevent the financial services industry, including the insurance sector, from being used for money laundering and terrorist financing by criminals and terrorists. The Act requires insurance companies to establish anti-money laundering (AML) programs that comply with minimum standards developed by the Department of the Treasury. Regulations issued by the Treasury Department and its Financial Crimes Enforcement Network (FinCEN) establish minimum requirements for insurance company anti-money laundering programs and require insurers to report suspicious transactions.

WHAT RESPONSIBILITIES WILL PRODUCERS HAVE UNDER THE NEW RULES?

FinCEN has made clear that producers will have an important role to play in insurance companies' anti-money laundering programs because they have direct contact with customers and are thus often in the best position to gather information and detect suspicious activity. To assure that insurance companies and their distribution partners collaborate in preventing money laundering, the new rules require life insurance companies to integrate producers into their anti-money laundering programs and to monitor the producers' compliance with the programs.

WHAT IS MONEY LAUNDERING AND TERRORIST FINANCING?

MONEY LAUNDERING. Money laundering is a varied and often complicated process that can, but does not always, involve cash transactions. Illegally-obtained money is filtered through a series of transactions that eventually make the money appear to be obtained from "clean," or legal, activities. The money laundering process has been described as having three phases that often overlap:

Placement—Injecting ill-gotten proceeds, including cash, into the financial system through transactions such as bank deposits or the purchase of certain insurance products.

Layering—Separating illicit proceeds from their criminal source through complex financial transactions.

Integration—Putting the proceeds back into circulation in the economy, with the appearance of legality.

TERRORIST FINANCING. Terrorist financing involves the use of money, which may be lawfully obtained, to fund illegal activities. Because the transactions often have a legitimate origin and can often involve small amounts of money, terrorist financing can be more difficult to identify than money-laundering activities, although an effective anti-money laundering program can help prevent the use of funds for terrorism activities.

"COVERED PRODUCTS." The rules are not applicable to all insurance products. Rather, the Treasury Department identified categories of "covered products" that in its judgment presented sufficient AML risk to justify regulation. "Covered products" are defined to include:

- A permanent life insurance policy, other than a group life insurance policy;
- An annuity contract, other than a group annuity contract; or
- Any other insurance product with features of cash value or investment.

Accordingly, property casualty coverage, health insurance, and term life insurance, among other kinds of products, need not be included in an insurance company's AML program. Insurance companies may offer guidance on which of their products are covered under their programs. All current GILICO life and annuity products, excluding dental policies, are included in the definition of covered products.

CUSTOMER INFORMATION. The new rules require insurance companies to collect customer information from producers, among other sources, to support their anti-money laundering programs and to detect and report suspicious transactions. FinCEN has made clear that insurance producers have a crucial role to play in this area:

Insurance producers are an integral part of the insurance industry due to their contact with customers. Insurance producers typically are involved in sales operations and are therefore in direct contact with customers. As a result, the producer will often be in a critical position of knowledge as to the source of investment assets, the needs of the client and the objectives for which the insurance products are being purchased.

METHODS OF PAYMENT. Certain forms of payment – including cash, money orders, traveler's checks, and bank checks – can be used in the placement phase of a money laundering scheme. To manage this risk, GILICO has set limits on the forms of payments that will be accepted and the amounts acceptable for some of them. The goal is to reduce the chances that the insurance business will be involved in money laundering, without excluding forms of payment with a legitimate business purpose. Because producers often collect at least the first premium due under a policy, they may be called upon to inform customers of these standards and enforce them.

SUSPICIOUS TRANSACTIONS. Producers are often in the best position to detect suspicious activity – for instance, customers who are resistant to requests for information, who are indifferent to the features of a product, except for withdrawal rights, or who seek products inconsistent with their apparent needs. Producers should be aware of “red flags” and should notify GILICO's AML Compliance Officer.

RED FLAGS. Some examples of “red flags” associated with existing or potential customers include, but are not limited to, the following:

- The purchase of an insurance product that appears to be inconsistent with a customer's needs;
- Any unusual method of payment, particularly by cash or cash equivalents (when such method is, in fact, unusual);
- The purchase of an insurance product with monetary instruments in structured amounts;
- The early termination of an insurance product, especially at a cost to the customer, or where cash was tendered and/or the refund check is directed to an apparently unrelated third party;
- The transfer of the benefit of an insurance product to an apparently unrelated third party;

- Little or no concern by a customer for the investment performance of an insurance product, but much concern about the early termination features of the product;
- The reluctance by a customer to provide identifying information when purchasing an insurance product, or the providing of minimal or seemingly fictitious information; and
- The borrowing of the maximum amount available soon after purchasing the product.

Under federal law, insurance producers, as well as insurance companies, are protected from liability to customers for disclosing possible criminal activity to their insurance companies, law enforcement, and certain government supervisory agencies.

SUSPICIOUS ACTIVITY REPORTS AND THE FACT THAT THEY HAVE BEEN FILED MUST BE KEPT CONFIDENTIAL. In particular, customers cannot be notified that a suspicious activity has been reported.

To insure the prompt and accurate reporting of suspicious activity, “Red flag” activity may be reported by:

- telephone, 1-800-535-8110
- facsimile, 1-225-343-1747
- e-mail, redflag@gilico.com, or
- regular mail:

Attention: AML Compliance
 Guaranty Income Life Insurance Company
 2638 S. Sherwood Forest Blvd., Suite 200
 Baton Rouge, LA 70816

Introduction to HIPAA

The insurance industry's ability to use and disclose protected health information (PHI) and/or electronic protected health information (ePHI), collectively named within this document as PHI, is regulated and restricted. The Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the amendments under the Health Information Technology for Economic and Clinical Health Act of 2013 (HITECH or the Act) require appropriate safeguards to protect the privacy of personal health information. They also set limits and conditions on the uses and disclosures that may be made of such information without client/insured authorization.

Protected Health Information. Protected health information means information that is created or received and relates to the past, present, or future physical or mental health condition of a client/insured; the provision of health care to a client/insured; or the past, present, or future payment for the provision of health care to a client/insured; and that identifies the client/insured or for which there is a reasonable basis to believe the information can be used to identify the client/insured. Protected health information includes information of persons living or deceased.

Personally Identifiable Information (PII). Any information that can identify, contact, or locate an individual, either alone or combined with other easily accessible sources, is PII. PII includes information that is linked or linkable to an individual, such as medical, educational, financial, and employment data. PII is much like PHI, but it does not contain medical information. GILICO's goal is to protect PII the same as PHI, although PII is not covered by the HIPAA and HITECH Acts. The Gramm-Leach-Bliley Act of 1999 required the creation of GILICO's Privacy Promise, which outlines how we use, store and interact with PII. GILICO is committed to protecting our clients'/insureds' personal information and maintaining the highest level of trust, honesty and integrity. You may view GILICO's Privacy Promise on the GILICO website, www.gilico.com.

Some examples of PHI are any medical information, **plus at least one** of (PII) items:

- Client's/insured's policy number
- Client's/insured's name, full name, maiden name, mother's maiden name or alias
- Social Security Numbers, Passport number, Driver's license number, Government issued ID
- All elements of dates (except year) directly related to an individual, including birth date, admission date, date of death
- Client's/insured's demographic information (e.g., address, telephone number, e-mail address, fax number, URL, IP address)
- Vehicle identifiers and serial numbers, license plate numbers
- Credit card / Debit card account numbers, in combination with a PIN or security code
- Images of the client/insured; biometric identifiers, including fingerprints and voiceprints, photos
- Information about an individual that is linkable to one of the above and includes: place of birth, marital status, gender, race, religion, weight, activities, geographical indicators, and employment, medical, education, and financial information
- Information doctors, nurses and other health care providers put in a client's/insured's medical record or claim documentation
- Conversations a provider has about a client's/insured's care or treatment with others
- Information about a client/insured in a provider's computer system or an insurer's computer system
- Billing information about a client/insured for an insured's claim
- Any health information that can lead to the identity of an individual or the contents of the information can be used to make a reasonable assumption as to the identity of the individual (medical device identifiers and serial numbers)

Summary Guidelines for Safeguarding the Privacy of Health Information

These are general guidelines centered on how to safeguard health information and safeguard confidentiality when using normal business communications, such as conversations, telephone, faxes, mail, and electronic mail. Wherever practical, the material containing Protected Health Information (PHI) should be labeled as confidential on the document, diskette, CD, or other medium. PHI maintained electronically should be password-protected in all media.

Also, when using and disclosing PHI, you must take reasonable measures to confirm the information is protected. Below are simple safeguarding tasks that should be used when communicating in a work environment that necessitates access to and use and disclosure of PHI. Remember to limit your communications of PHI to the minimum-necessary for the intended purpose. Restrict your communications to those who have a valid “need to know” the information.

Oral Conversations – in person

- ☐ Discuss client’s/insured’s PHI in private.
- ☐ Be aware of those around you and lower your voice when discussing client’s/insured’s health information.
- ☐ If possible, point out health information on paper or on-screen non-verbally when discussing client’s/insured’s health information in the work area.

Oral Conversations - telephone

- ☐ Follow the above guidelines for “Oral Conversations-in person”
- ☐ Don’t use names instead say: “I have a question about a client”.
- ☐ Use appropriate protocols to identify callers when giving out PHI over the phone.
- ☐ Never leave PHI on voice messages; instead leave a message requesting a return call to discuss a client/insured, giving only your name and phone number.

Fax

- ☐ Put fax machines in a safe location, not out in the open or in a public area with high-traffic or easy access and visibility.
- ☐ Use a cover sheet clearly identifying the intended recipient and include your name and contact information on the cover sheet.
- ☐ Include a confidentiality statement on the cover sheet of faxes that contain PHI.
- ☐ Do not include or reference PHI on cover sheet.
- ☐ Confirm fax number is correct before sending.
- ☐ Send fax containing client/insured health information only when the authorized recipient is there to receive it whenever possible.
- ☐ Verify that fax was received by authorized recipient; check the transmission report to ensure correct number was reached and when necessary contact the authorized recipient to confirm receipt.
- ☐ Deliver received faxes to recipient as soon as possible. Do not leave faxes unattended at fax machine.

Email

- ☐ Do not include PHI in Subject-line or in Body of email.
- ☐ Transmit PHI only via encrypted methods.
- ☐ Include a confidentiality statement on emails that contain any PHI in email attachments.
- ☐ Do not send attachment passwords in the same email as the attachment.
- ☐ Include your contact information (name and phone number minimum) as part of the email.
- ☐ When possible, set email sending options to request an automatic return receipt from your recipient(s).
- ☐ Request that email recipients call to discuss specific client/insured data.
- ☐ Do not store emails or email attachments with PHI on your hard drive but copy and store to a secure server. Delete the email and the attachments when they are no longer needed.

Courier and Regular Mail

- ☐ Use sealed secured envelopes to send PHI.
- ☐ Verify that the authorized person has received the package.
- ☐ Deliver all mail promptly to the recipient.
- ☐ Mailboxes must be in safe areas and not located in public or high-traffic areas.

Inter-Office Mail

- ☐ Put PHI in closed inter-office envelopes. As an added precaution, put PHI in a sealed envelope inside the inter-office envelope.
- ☐ Identify recipient by name
- ☐ Distribute inter-office mail promptly to recipients. Do not leave unattended in mailboxes.

Computer Workstations

- ☐ Use password-protected screen savers, turn off the computer, or log out of the network when not at your desk.
- ☐ Position screens so they are not visible to others.
- ☐ Secure workstations and laptops with password.
- ☐ Change passwords on a regular basis.
- ☐ Do not leave laptop or work-related client/insured PHI visible or unsecured in a car, home office, or in any public areas.
- ☐ Make sure that all PHI used outside work premises is protected using appropriate measures such as locked desks, file cabinets.
- ☐ Never remove original copies of PHI from work premises without management approval, for specific purposes.
- ☐ Store files that contain PHI on a secure server, not on your workstation hard drive.

Disposal of PHI

- ☐ Shred all hard copies containing PHI when the copies are no longer needed.
- ☐ Place hardcopies to be recycled in recycle bins, if available.
- ☐ Delete all soft copy files containing PHI from your computer and from the server when the information is no longer needed within the record retention requirements.
- ☐ Destroy all disks, CDs, etc., that contain PHI before disposing them.
- ☐ Do not reuse media (disks, CDs, DVDs, etc.) that contained PHI without sanitizing them first.
- ☐ Before transporting or transferring equipment you should sanitize hard drives and other media.

Work Areas

- ☐ Do not leave PHI (files, records, Rolodex, reports) exposed, open, or unattended in public areas, conference rooms, mailboxes, wall trays, etc.