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## *Information Form*

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Please complete this first page and the information provided will appear where applicable throughout the remaining documents. Not every space will be filled in, so please review the documents. If there is a space for you to complete, you may type directly in that area or click on the boxes that pertain to your plan.

Employer Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Employer Phone: \_\_\_\_\_

Employer Fax: \_\_\_\_\_

Tax ID Number: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Plan Year End: \_\_\_\_\_

Employer Contact for Plan Document & Compliance Updates:

Contact Name & Title: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

Contact Email Address: \_\_\_\_\_

Employer Contact for Payroll (Contributions, Data Requirements and Billing)

Contact Name & Title: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

Contact Email Address: \_\_\_\_\_

Employer Contact for Protected Health Information (HRA & FSA Only)

Contact Name & Title: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

Contact Email Address: \_\_\_\_\_

Does Employer sponsor a FSA plan not administered by MidAmerica? \_\_\_\_\_  
If yes, please provide FSA Plan Administrator Contact Information below.

FSA Administrator Name: \_\_\_\_\_

FSA Administrator Address: \_\_\_\_\_

FSA Administrator Phone: \_\_\_\_\_

FSA Administrator Contact: \_\_\_\_\_

**RESOLUTION TO AMEND AND RESTATE  
THE MIDAMERICA ADMINISTRATIVE & RETIREMENT SOLUTIONS  
HEALTH REIMBURSEMENT ARRANGEMENT**

WHEREAS, \_\_\_\_\_  
(the “Employer”) has established and adopted the MidAmerica Administrative & Retirement Solutions Health Reimbursement Arrangement (the “Plan”) for the benefit of its eligible employees and their dependents;

WHEREAS, the section of the Plan entitled “Plan Amendments” reserves the right of the Employer to amend the Plan, at any time and in whole or in part, so long as participants are notified and any amendment does not adversely affect the rights of existing participants, and to make changes imposed by the Internal Revenue Service, without notice to participants;

WHEREAS, the Employer wishes to amend and restate the Plan; and

WHEREAS, a copy of the amended and restated Plan document has been attached;

NOW, THEREFORE, BE IT RESOLVED that the Plan is amended and restated by adopting all of the terms of the amended and restated Plan document attached, effective on \_\_\_\_\_.

\*\*\*\*\*

This Resolution has been executed this \_\_\_\_\_ day of \_\_\_\_\_, 20

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Employer

# Health Reimbursement Arrangement for Retirees

## ADOPTION AGREEMENT

### for

Employer Address:

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Employer Telephone Number:

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Employer Identification Number:

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The undersigned Employer, by executing this Adoption Agreement, hereby adopts and implements the Health Reimbursement Arrangement for Retirees (hereinafter referred to as the "Plan" or the "HRA") and agrees to abide by the terms of the Plan. With this Adoption Agreement, and by its authorized signature below, the Employer hereby makes the following designations.

**Effective Date.** The Plan's Original Effective Date is \_\_\_\_\_. The Plan's Restated Effective Date is \_\_\_\_\_. The Plan is available to Retirees of the Employer effective \_\_\_\_\_.

**Plan Year.** The Plan Year ends on \_\_\_\_\_.

**Eligible Classes.** The class or classes of Retirees covered by this Plan are: *(See attached Class Specifications.)*

Class RetA: \_\_\_\_\_ Class RetB: \_\_\_\_\_  
 Class RetC: \_\_\_\_\_ Class RetD: \_\_\_\_\_  
 Class RetE: \_\_\_\_\_ Class RetF: \_\_\_\_\_

**Designation of Plan Administrator.** The Employer hereby designates the following initial Plan Administrator: MidAmerica Administrative & Retirement Solutions, Inc.

**Designation of Individuals to Have Access to Protected Health Information ("PHI").** The following Employees, classes of Employees, or other persons shall be given access to the PHI to be disclosed:

\_\_\_\_\_

The Employer hereby agrees to the provisions of the Plan and has executed this Adoption Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Name of Employer: \_\_\_\_\_

**Signature:** \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Employer CONTACT (print): \_\_\_\_\_

Title: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Telephone: \_\_\_\_\_ Ext. \_\_\_\_\_

Fax: \_\_\_\_\_

IRS Circular 230 Notice: We are required to advise you no person or entity may use any tax advice in this communication or any attachment to (i) avoid any penalty under federal tax law or (ii) promote, market or recommend any purchase, investment or other action.

**Employer Representations**

- The Employer intends to reduce its Retirees' medical expenses by providing reimbursement of such expenses, in a limited capacity. The Employer anticipates that participation in the HRA will encourage prospective Retirees to retire earlier, as they will be better able to afford quality health care prior to the age at which they are Medicare eligible.
- The Employer may allow Retirees to participate in both the HRA and the Special Pay Plan (403(b)).
- Retirees are not permitted to make any election or choice between cash, the HRA, and/or the Special Pay Plan, or any other tax deferred program.
- The Employer will base HRA allocations on its estimates of the costs required to provide a certain amount of medical reimbursements to its Retiree population as that population approaches Medicare age.
- The Employer has discretion in determining classes of Employees eligible to participate in the Retiree HRA. Once determined, Retirees in the class shall be treated uniformly and be provided a uniform allocation to the HRA. Such class shall remain in effect for the Employer's entire fiscal year for all affected Retirees in such year and for all future contributions to such class. Each year, the Employer may reevaluate allocations and classes for new Retirees only.
- The Employer may gather information from the Retiree to determine the appropriate allocation to the HRA, but individual Participants are not allowed to elect or to determine their allocation.
- The Employer will monitor all rehires to ensure that less than two employees are in the Retiree HRA Plan.
- The Employer acknowledges that it has received the Plan document for the HRA and agrees with all the terms therein.
- The Employer understands that whether a contribution to the HRA is non-elective for tax purposes is a facts and circumstances determination, and the Employer is responsible for whether the contribution is truly non-elective or not. The Employer understands that MidAmerica Administrative & Retirement Solutions, Inc. and its agents and employees are not tax or legal advisors. They may provide general information regarding the tax treatment of health reimbursement arrangements, but the Employer should consult with its own tax or legal advisors as to how tax and other rules may apply to its own facts and circumstances.
- The Employer will not provide any information or forms or enter into any contracts inconsistent with the preceding.

**Effective Date** \_\_\_\_\_ **Employer Initials** \_\_\_\_\_

**Eligible Class RetA:** \_\_\_\_\_**Defined as:** \_\_\_\_\_**Employment Status** Upon the initial contribution to the Plan, Participant employment status shall be:

- ☐ Retiree ☐ Active with no access to benefit until retirement or separation of service

**Contribution Types** All funds for the Plan shall come exclusively from the Employer and shall be determined in accordance with the following formula:

- ☐ Dollar Amount ☐ Percentage of Compensation or Retirement Pay

**Contribution Frequency**

- ☐ One Time ☐ Annually ☐ Quarterly  
☐ Semi-Annually ☐ Monthly ☐ Other \_\_\_\_\_

**Vesting Schedule** Participants shall own their account balance in accordance with the following vesting schedule:

- ☐ 100% Immediate  
☐ 100% upon Retirement, meeting the Employer's eligible requirements for retirement  
☐ 100% upon Separation of Service  
☐ Other \_\_\_\_\_  
☐ 100% upon death (can be selected in addition to "other" above)

**Forfeitures** Employees who are not 100% vested under the Vesting Schedule at the time of termination shall forfeit their unvested funds. In the event of the death of the Participant, the Participant's spouse, and all of the Participant's qualifying dependents, any vested funds remaining in the account shall be forfeited. In the event that the Participant opts out of participation in the Plan, all vested and unvested funds shall be forfeited. Forfeitures shall:

- ☐ Reduce future Employer contributions  
☐ Be redistributed pro-rata at the end of each Plan Year to all Plan Participants who are actively employed as of the end of the Plan Year

**Run-off Times** Participants will be allowed 0 (zero) days to continue incurring expenses after the date that their Participation in the Plan ends. The Run-off time for Participants to submit claims for reimbursement from funds that shall be forfeited will be 90 (ninety) days. The Run-off time for funds that shall be forfeited due to death will be one year.**Reimbursements** Reimbursements shall be for:

- ☐ All eligible Medical Expenses specified in section 213(d) of the Internal Revenue Code  
☐ Limited Purpose \_\_\_\_\_  
☐ Post Deductible  
☐ Premium Only Medical Expenses

**HRA/FSA Ordering**

- ☐ The Employer maintains a Flexible Spending Account (FSA) plan in which Participants may elect to participate.  
☐ The Plan permits reimbursements for expenses eligible to be reimbursed by the FSA plan and therefore the HRA shall not reimburse before expenses exceeding the dollar amount of any FSA have been paid.  
☐ The Plan permits reimbursements for Limited Purpose, Deductible or Premium Only expenses which are not eligible to be reimbursed by the FSA plan and therefore the HRA shall reimburse before the Participant's FSA account is exhausted.

**Administration Fees:** Platform Fees (reimbursement eligible only) are paid by the Participant.**Manual Claim Fees:** A reimbursement processing fee of \$5.00 for each hard copy claim form submitted shall be paid by the Participant.**Reimbursement Eligibility** A Participant shall be eligible for reimbursement of medical expenses at the time selected below.

- ☐ Immediate  
☐ Upon becoming 100% vested  
☐ Upon Retirement or Separation of Service

**Investment Selection****Investment Provider:** \_\_\_\_\_**Type of Investment:** ☐ Fixed annuity only

- ☐ Variable annuities – Default \_\_\_\_\_ Forfeiture Default \_\_\_\_\_  
☐ Employer directed  
☐ Participant directed; restrictions are:  
☐ None  
☐ 100% vested  
☐ At Retirement  
☐ Account balance in excess of \$ \_\_\_\_\_  
☐ Other \_\_\_\_\_  
☐ Funds limited (see attachment)

**Effective Date** \_\_\_\_\_**Employer Initials** \_\_\_\_\_

**Eligible Class RetB:** \_\_\_\_\_**Defined as:** \_\_\_\_\_**Employment Status** Upon the initial contribution to the Plan, Participant employment status shall be:

- ☐ Retiree ☐ Active with no access to benefit until retirement or separation of service

**Contribution Types** All funds for the Plan shall come exclusively from the Employer and shall be determined in accordance with the following formula:

- ☐ Dollar Amount ☐ Percentage of Compensation or Retirement Pay

**Contribution Frequency**

- ☐ One Time ☐ Annually ☐ Quarterly  
☐ Semi-Annually ☐ Monthly ☐ Other \_\_\_\_\_

**Vesting Schedule** Participants shall own their account balance in accordance with the following vesting schedule:

- ☐ 100% Immediate  
☐ 100% upon Retirement, meeting the Employer's eligible requirements for retirement  
☐ 100% upon Separation of Service  
☐ Other \_\_\_\_\_  
☐ 100% upon death (can be selected in addition to "other" above)

**Forfeitures** Employees who are not 100% vested under the Vesting Schedule at the time of termination shall forfeit their unvested funds. In the event of the death of the Participant, the Participant's spouse, and all of the Participant's qualifying dependents, any vested funds remaining in the account shall be forfeited. In the event that the Participant opts out of participation in the Plan, all vested and unvested funds shall be forfeited. Forfeitures shall:

- ☐ Reduce future Employer contributions  
☐ Be redistributed pro-rata at the end of each Plan Year to all Plan Participants who are actively employed as of the end of the Plan Year

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☐ Post Deductible  
☐ Premium Only Medical Expenses

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**Administration Fees:** Platform Fees (reimbursement eligible only) are paid by the Participant.**Manual Claim Fees:** A reimbursement processing fee of \$5.00 for each hard copy claim form submitted shall be paid by the Participant.**Reimbursement Eligibility**

- ☐ Immediate  
☐ Upon becoming 100% vested  
☐ Upon Retirement or Separation of Service

**Investment Selection****Investment Provider:** \_\_\_\_\_**Type of Investment:** ☐ Fixed annuity only☐ Variable annuities – Default \_\_\_\_\_ Forfeiture Default \_\_\_\_\_☐ Employer directed☐ Participant directed; restrictions are:

- ☐ None  
☐ 100% vested  
☐ At Retirement  
☐ Account balance in excess of \$ \_\_\_\_\_  
☐ Other \_\_\_\_\_  
☐ Funds limited (see attachment)

**Effective Date** \_\_\_\_\_ **Employer Initials** \_\_\_\_\_

**Eligible Class RetC:** \_\_\_\_\_**Defined as:** \_\_\_\_\_**Employment Status** Upon the initial contribution to the Plan, Participant employment status shall be:

- ☐ Retiree ☐ Active with no access to benefit until retirement or separation of service

**Contribution Types** All funds for the Plan shall come exclusively from the Employer and shall be determined in accordance with the following formula:

- ☐ Dollar Amount ☐ Percentage of Compensation or Retirement Pay

**Contribution Frequency**

- ☐ One Time ☐ Annually ☐ Quarterly  
☐ Semi-Annually ☐ Monthly ☐ Other \_\_\_\_\_

**Vesting Schedule** Participants shall own their account balance in accordance with the following vesting schedule:

- ☐ 100% Immediate  
☐ 100% upon Retirement, meeting the Employer's eligible requirements for retirement  
☐ 100% upon Separation of Service  
☐ Other \_\_\_\_\_  
☐ 100% upon death (can be selected in addition to "other" above)

**Forfeitures** Employees who are not 100% vested under the Vesting Schedule at the time of termination shall forfeit their unvested funds. In the event of the death of the Participant, the Participant's spouse, and all of the Participant's qualifying dependents, any vested funds remaining in the account shall be forfeited. In the event that the Participant opts out of participation in the Plan, all vested and unvested funds shall be forfeited. Forfeitures shall:

- ☐ Reduce future Employer contributions  
☐ Be redistributed pro-rata at the end of each Plan Year to all Plan Participants who are actively employed as of the end of the Plan Year

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- ☐ Immediate  
☐ Upon becoming 100% vested  
☐ Upon Retirement or Separation of Service

**Investment Selection****Investment Provider:** \_\_\_\_\_**Type of Investment:** ☐ Fixed annuity only

- ☐ Variable annuities – Default \_\_\_\_\_ Forfeiture Default \_\_\_\_\_  
☐ Employer directed  
☐ Participant directed; restrictions are:  
☐ None  
☐ 100% vested  
☐ At Retirement  
☐ Account balance in excess of \$ \_\_\_\_\_  
☐ Other \_\_\_\_\_  
☐ Funds limited (see attachment)

**Effective Date** \_\_\_\_\_ **Employer Initials** \_\_\_\_\_

**Eligible Class RetD:** \_\_\_\_\_**Defined as:** \_\_\_\_\_**Employment Status** Upon the initial contribution to the Plan, Participant employment status shall be:

- ☐ Retiree ☐ Active with no access to benefit until retirement or separation of service

**Contribution Types** All funds for the Plan shall come exclusively from the Employer and shall be determined in accordance with the following formula:

- ☐ Dollar Amount ☐ Percentage of Compensation or Retirement Pay

**Contribution Frequency**

- ☐ One Time ☐ Annually ☐ Quarterly  
☐ Semi-Annually ☐ Monthly ☐ Other \_\_\_\_\_

**Vesting Schedule** Participants shall own their account balance in accordance with the following vesting schedule:

- ☐ 100% Immediate  
☐ 100% upon Retirement, meeting the Employer's eligible requirements for retirement  
☐ 100% upon Separation of Service  
☐ Other \_\_\_\_\_  
☐ 100% upon death (can be selected in addition to "other" above)

**Forfeitures** Employees who are not 100% vested under the Vesting Schedule at the time of termination shall forfeit their unvested funds. In the event of the death of the Participant, the Participant's spouse, and all of the Participant's qualifying dependents, any vested funds remaining in the account shall be forfeited. In the event that the Participant opts out of participation in the Plan, all vested and unvested funds shall be forfeited. Forfeitures shall:

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**Administration Fees:** Administrative Fees are paid by the Employer for active employees. Platform Fees (reimbursement eligible only) are paid by the Participant**Manual Claim Fees:** A reimbursement processing fee of \$5.00 for each hard copy claim form submitted shall be paid by the Participant.**Reimbursement Eligibility** A Participant shall be eligible for reimbursement of medical expenses at the time selected below.

- ☐ Immediate  
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**Investment Selection****Investment Provider:** \_\_\_\_\_**Type of Investment:** ☐ Fixed annuity only

- ☐ Variable annuities – Default \_\_\_\_\_ Forfeiture Default \_\_\_\_\_  
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☐ Funds limited (see attachment)

**Effective Date** \_\_\_\_\_ **Employer Initials** \_\_\_\_\_



**Eligible Class RetE:** \_\_\_\_\_**Defined as:** \_\_\_\_\_**Employment Status** Upon the initial contribution to the Plan, Participant employment status shall be:

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**Contribution Frequency**

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☐ Other \_\_\_\_\_  
☐ 100% upon death (can be selected in addition to "other" above)

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**Effective Date** \_\_\_\_\_ **Employer Initials** \_\_\_\_\_

**Eligible Class Ref:** \_\_\_\_\_**Defined as:** \_\_\_\_\_**Employment Status** Upon the initial contribution to the Plan, Participant employment status shall be:

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- ☐ Immediate  
☐ Upon becoming 100% vested  
☐ Upon Retirement or Separation of Service

**Investment Selection** **Investment Provider:** \_\_\_\_\_

- Type of Investment:** ☐ Fixed annuity only ☐ Variable annuities – Default \_\_\_\_\_ Forfeiture Default \_\_\_\_\_  
☐ Employer directed  
☐ Participant directed; restrictions are:  
☐ None  
☐ 100% vested  
☐ At Retirement  
☐ Account balance in excess of \$ \_\_\_\_\_  
☐ Other \_\_\_\_\_  
☐ Funds limited (see attachment)

**Effective Date** \_\_\_\_\_ **Employer Initials** \_\_\_\_\_

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# Health Reimbursement Arrangement for Retirees

## **PLAN DOCUMENT**

The Plan's Original Effective Date is \_\_\_\_\_. The Plan's Restated Effective Date is \_\_\_\_\_. The Plan is available to Employees of the Employer effective \_\_\_\_\_.

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## ***Introduction***

The Employer has established and adopted the MidAmerica Administrative & Retirement Solutions, Inc. Health Reimbursement Arrangement for Retirees (the "Plan") to enable eligible former employees and their dependents to be reimbursed tax-free for eligible medical and dental expenses. Contributions to the Plan shall be made by the Employer and credited to Participants' accounts. Claims for reimbursement shall be processed and reimbursements paid out on a tax-free basis for medical expenses in accordance with Internal Revenue Service Guidelines for Health Reimbursement Agreements, IRS Publication 502, Internal Revenue Code (the "Code") Sections 213(d), 105 and 106 as described in Revenue Ruling 2002-41 and IRS Notice 2002-45.

## ***Legal Status***

This Plan is intended to qualify as an employer-provided medical reimbursement plan under Code Sections 105 and 106 and regulations issued thereunder, as a health reimbursement arrangement as described in IRS Notice 2002-45 and Revenue Ruling 2002-41, and to comply with IRS Notice 2013-54 and shall be interpreted to accomplish those objectives. The expenses reimbursed under the Plan are intended to be eligible for exclusion from Participants' gross income under Code Section 105(b).

Notwithstanding anything to the contrary, the portion of the Plan that reimburses Highly Compensated Individuals, as defined in Code Section 105(h), for premiums paid under an insured plan shall be treated as a separate plan that is not subject to the requirements of Code Section 105(h), pursuant to Treasury Regulation Section 1.105-11(b)(2).

## ***Participation***

Eligible former employees of the class or classes set forth by the Employer in the Plan Adoption Agreement will be Participants in the Plan. Notwithstanding any election in the Plan Adoption Agreement to the contrary, eligible former employees of the class or classes set forth by the Employer in the Plan Adoption Agreement who are Highly Compensated Individuals, as defined in Code Section 105(h), and whose benefits exceed those of other Plan Participants, will be Participants only in that portion of the Plan that reimburses Participants for "premium only medical expenses," as described below. Under no circumstances are such individuals eligible for reimbursements of any medical and dental expenses other than premium expenses. For purpose of this section, a retiree who was a Highly Compensated Individual prior to his or her retirement from the Employer shall be treated as a Highly Compensated Individual thereafter and during retirement.

## ***Participation Opt Out***

At least once per Plan Year, Participants shall be entitled to permanently opt out of participation in the Plan. Any such opt out will result in the forfeiture of the Participant's account balance, including any vested funds, and the waiver of any future reimbursements from the Plan. The Participant may, however, continue to submit claims for reimbursement of expenses incurred prior to the opt out date, pursuant to the Run-Off Times section of the Plan Adoption Agreement. Any forfeited amount shall be applied as elected by the Employer in the Plan Adoption Agreement.

In the event that the Participant is reemployed as an active employee of the Employer and terminates employment with the Employer, the Participant shall be entitled to permanently opt out of participation in the Plan at the time of termination. In addition to the forfeiture of unvested funds as provided for in the Forfeiture section of the Plan Adoption Agreement, any such opt out will result in the forfeiture of any vested funds and the waiver of any future reimbursements from the Plan. The Participant may, however, continue to submit claims for reimbursement of expenses incurred prior to the opt out date, pursuant to the Run-Off Times section of the Plan Adoption Agreement. Any forfeited amount shall be applied as elected by the Employer in the Plan Adoption Agreement.

### ***Benefits and Eligibility for Benefits***

A Participant shall be entitled to reimbursements of eligible medical and dental expenses upon the occurrence of the event selected in the Plan Adoption Agreement, but in no event until after expenses exceeding the dollar amount of any flexible spending arrangement ("FSA") in which the Participant shall also participate have been paid, or, if the medical or dental expense is reimbursable from a health savings account ("HSA"), amounts shall only be available from this Plan in accordance with paragraph 9 of the Administration section herein.

If the Employer indicates in the Adoption Agreement that Reimbursements shall be for "all eligible section 213(d) medical expenses," eligible medical and dental expenses for purposes of this Plan are those expenses that are:

- a. incurred by the Participant, spouse or tax dependent (as defined in paragraph 9 of the "Administration" section);
- b. incurred for Medical Care - "Medical Care" shall have the same meaning as in section 213(d) of the Code, and shall include all amounts paid for the diagnosis, cure, mitigation, treatment, or prevention of disease, or for the purpose of affecting any structure or function of the body, as interpreted from time to time through regulations and guidance released by the Internal Revenue Service and other applicable regulatory authorities. For purposes of the Plan, Medical Care may include premiums for medical and dental coverage, including premiums under part B and part D of title XVIII of the Social Security Act (relating to supplementary medical insurance for the aged and prescription drug coverage, respectively); and
- c. not compensated through insurance and not paid for with a tax-free distribution from a Medical Savings Account (MSA), Health Savings Account (HSA), or Health Flexible Spending Arrangement and not attributable to a deduction allowed under Code section 213(d) for any prior taxable year.

If the Employer indicates in the Adoption Agreement that reimbursements shall be for "premium only medical expenses," eligible medical and dental expenses for purposes of this Plan are those expenses that are:

- a. incurred by the Participant, spouse or tax dependent (as defined in paragraph 9 of the "Administration" section);
- b. premiums for medical and dental coverage, including premiums under part B and part D of title XVIII of the Social Security Act (relating to supplementary medical insurance for the aged and prescription drug coverage, respectively); and
- c. not paid for with a tax-free distribution from a Medical Savings Account (MSA) or Health Savings Account (HSA) and not attributable to a deduction allowed under Code section 213(d) for any prior taxable year.

### ***Funding***

All funds for the Plan shall come exclusively from the Employer and shall constitute either a specified dollar amount and/or a specific percentage of the former employees' compensation or retirement pay as the Employer shall from time to time determine. The amount or percentage to be determined by the Employer shall be subject to, and not in contravention of, the Employer's obligations to its former employees. Subject to any vesting schedule which may be elected in the Plan Adoption Agreement, all funds in the Plan belong to the individual Participants as allocated to their accounts. Also subject to any vesting schedule which may be elected in the Plan Adoption Agreement, once funds are allocated to the Plan, the Employer relinquishes all right, title, control, and interest to such funds.

### ***Interest Credit***

Interest shall be credited on a daily basis to Participant accounts based on the rate credited by the underlying AUL fixed annuity investment option. If variable annuity investments are allowed pursuant to the Adoption Agreement, earnings and losses shall be credited on a daily basis based on the investment funds selected.

### ***Vesting***

Funds in a Participant's account shall vest and be available to pay eligible medical expenses in accordance with the vesting schedule elected by the Employer in the Plan Adoption Agreement. If a Participant is not fully vested in his account balance when participation hereunder of the Participant and his surviving spouse and/or dependents ends as described in the section hereof entitled "Death Benefit," any forfeited amount shall be applied as elected by the Employer in the Plan Adoption Agreement.

### ***Continuation Coverage***

***COBRA continuation coverage ("COBRA coverage").*** COBRA coverage shall be available on the same terms and conditions as described herein with respect to Participants upon payment of the applicable COBRA premium. Each qualified beneficiary (i.e., the Participant's former spouse and former eligible dependents) shall be entitled to COBRA coverage for a period of 36 months upon the qualifying events of death of Participant, divorce from Participant, or a dependent reaching an age under which he/she is ineligible under the terms of the Plan. The level of coverage will be the Participant's account balance at the time of the qualifying event (adjusted for investment earnings and losses), plus Employer contributions, and minus reimbursements for claims paid from the account. Contributions shall be made at the same times as they are made for similarly situated Participants who have not experienced a qualifying event. The balance of the Participant's account shall be available to all qualified beneficiaries electing continuation coverage on an aggregate basis.

The COBRA premium shall be a single premium regardless of the number of qualified beneficiaries electing COBRA coverage. That premium shall be as determined annually by the Employer. The Employer shall have no obligation to pay any portion of the COBRA premium.

***Coverage in lieu of COBRA.*** As an alternative to COBRA continuation coverage, qualified beneficiaries may choose to continue to access the Participant's account via coverage in lieu of COBRA. No additional contributions will be made to the Participant's account during the coverage in lieu of COBRA period and no premium will be charged for the coverage. Administrative fees as indicated herein will be applied. The balance of the Participant's account shall be available to all qualified beneficiaries electing coverage in lieu of COBRA on an aggregate basis. Furthermore, if some qualified beneficiaries elect COBRA and others select coverage in lieu of COBRA, all qualified beneficiaries will have access to the Participant's account on an aggregate basis.

### ***Plan Investments***

Plan investments will be made in accordance with the Employer's elections in the Plan Adoption Agreement, and will consist of investments in either fixed or variable annuities.

### ***Plan Administrator***

The Employer designates as the initial Plan Administrator the entity named in the Plan Adoption Agreement. The initial Plan Administrator shall serve as Plan Administrator until such time as a new Plan Administrator is appointed.

### ***Administrative Fees***

An administration fee shall be payable by the Employer. Participants may be charged a distribution fee by the Plan's administrative services provider in such amount as shall be agreed to by the Employer.

### *Administration*

1. Health reimbursement requests may be made monthly with no minimum reimbursement dollar amount for recurring claims. There is a \$100 minimum claim amount for all other claims unless the participant account balance is less than \$100. Additionally, a reimbursement request can only be made for expenses incurred subsequent to the date the Participant first becomes enrolled in the Plan.
2. Participants are entitled to request reimbursements from their accounts as soon as the accounts are funded by the Employer, but only for medical expenses incurred subsequent to the date the Participant first becomes enrolled in the Plan. Hardship withdrawals or loans are not permitted under this Plan and Plan funds may only be used to reimburse Participants and their dependents for qualified medical expenses.
3. In order to receive reimbursement for eligible medical expenses, Participants shall provide the Plan Administrator with whatever information is reasonably required. This Plan shall not and cannot reimburse for any claims other than those allowed under Code Section 213(d) and the regulations thereunder, as generally described in IRS Publication 502.
4. When a request is approved it shall be scheduled for disbursement. Disbursements shall be made not later than the fifteenth (15<sup>th</sup>) day of each month for all reimbursement requests received by the Plan Administrator prior to the end of the preceding month.
5. Subject to the Claims Procedures rules below, decisions of the Plan Administrator shall be final on the issue of eligible expenditures and such decisions shall be based on Code Section 213(d) and the regulations thereunder, as interpreted by the IRS or court rulings or directives concerning the deductibility of medical expenses for Federal Income Tax purposes, which interpretations shall be controlling for purposes of determining reimbursement eligibility under this Plan.
6. Other than establishing this Plan and providing funding for the Plan, the Employer does not assume any responsibility for any aspect of any Participant's health care. Participant questions shall be directed to the Plan Administrator.
7. Each Participant shall be notified by the Plan Administrator of his or her account balance at the time a deposit is made to his or her account. The Plan Administrator shall provide each Participant with a quarterly statement setting forth the Participant's account balance and earnings and disbursements for the quarter. Additionally, the Plan Administrator shall provide a Participant with a statement of account balance in conjunction with each reimbursement distribution.
8. Funds in a Participant's account at the end of each year shall be rolled into the following year.
9. Reimbursement is available for the Participant, the Participant's spouse, the Participant's tax dependents as defined in Internal Revenue Code Section 152, determined without regard to subsections (b)(1), (b)(2), and (d)(1)(B) thereof, and any child (as defined in Code Section 152(f)(1)) of the Participant who as of the end of the taxable year has not attained age twenty-seven (27). For purposes of this Plan, such qualified tax dependents and children shall collectively be referred to as "dependents." Submission of a request for reimbursement on behalf of someone other than the Participant shall be deemed a representation by the Participant that the request for reimbursement is made on behalf of a spouse or dependent.

### *Death Benefit*

If a Participant dies prior to exhausting his vested account balance, the Participant's surviving spouse and/or dependents are eligible to be reimbursed under this Plan for their eligible medical expenses until the vested account balance is exhausted. In the event of the death of the Participant, the Participant's spouse, and all of



the Participant's qualifying dependents, any funds remaining in the account shall be forfeited. Forfeitures shall be applied as elected by the Employer in the Plan Adoption Agreement.

### *Plan Amendments*

The Employer has the authority to amend this Plan at any time, in whole or in part. Participants will be notified of any Plan changes. Any amendment to the Plan shall not adversely affect the rights of existing Participants. Changes imposed by the Internal Revenue Service, either by law change, regulations, or rulings, will be effective immediately and without notice.

### *Involuntary Access to Funds*

Funds in a Participant's Plan account are not assignable by a Participant, either in law or in equity, or subject to estate tax, or to execution, levy, attachment, garnishment, or any other legal processes.

### *Plan Termination*

In the event the Employer elects to terminate this Plan, which it may do, in its sole discretion, at any time and for any reason, amounts credited to Participants' accounts will remain in the Participants' accounts and Participants will continue to utilize their accounts as set forth in this Plan Document until their accounts are exhausted.

### *HIPAA Compliance*

#### 1. Disclosure of Summary Health Information to the Employer

In accordance with the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Standards") issued and pursuant to the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), the Plan may disclose Summary Health Information to the Employer, if the Employer requests the Summary Health Information for the purpose of (a) obtaining premium bids from health plans for providing health insurance coverage under this Plan or (b) modifying, amending or terminating the Plan.

"Summary Health Information" may be individually identifiable health information and it summarizes the claims history, claims expenses or the type of claims experienced by individuals in the Plan, but it excludes all identifiers that must be removed for the information to be de-identified, except that it may contain geographic information to the extent that it is aggregated by five-digit zip code.

#### 2. Disclosure of Protected Health Information ("PHI") to the Employer for Plan Administration Purposes

In order that the Employer may receive and use a Participant's individually identifiable health information or PHI (including electronic PHI) for "Plan Administration" purposes, the Employer agrees to:

- a. Not use or further disclose PHI other than as permitted or required by the Plan Documents or as Required by Law (as defined in the Privacy Standards);
- b. Ensure that any agents, including a subcontractor, to whom the Employer provides PHI received from the Plan agree to the same restrictions and conditions that apply to the Employer with respect to such PHI;
- c. Not use or disclose PHI for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Employer, except pursuant to an authorization which meets the requirements of the Privacy Standards;

- d. Report to the Plan any PHI use or disclosure that is inconsistent with the uses or disclosures provided for of which the Employer becomes aware, including any security incident or actual or suspected breach that may compromise PHI.;
- e. Make available PHI in accordance with Section 164.524 of the Privacy Standards (45 CFR 164.524);
- f. Make available PHI for amendment and incorporate any amendments to PHI in accordance with Section 164.526 of the Privacy Standards (45 CFR 164.526);
- g. Make available the information required to provide an accounting of disclosures in accordance with Section 164.528 of the Privacy Standards (45 CFR 164.528);
- h. Make its internal practices, books and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of the U.S. Department of Health and Human Services ("HHS"), or any other officer or employee of HHS to whom the authority involved has been delegated, for purposes of determining compliance by the Plan with Part 164, Subpart E, of the Privacy Standards (45 CFR 164.500 et seq);
- i. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI;
- j. If feasible, return or destroy all PHI received from the Plan that the Employer still maintains in any form and retain no copies of such PHI when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible; and
- k. Ensure that adequate separation between the Plan and the Employer, as required in Section 164.504(f)(2)(iii) of the Privacy Standards (45 CFR 164.504(f)(2)(iii)), is established as follows:
  - i. The employees, or classes of employees, or other persons under control of the Employer who are identified in the Plan Adoption Agreement, shall be given access to the PHI to be disclosed.
  - ii. The access to and use of PHI by the individuals described in subsection (i) above shall be restricted to the Plan Administration functions that the Employer performs for the Plan.
  - iii. In the event any of the individuals described in subsection (i) above do not comply with the provisions of the Plan Documents relating to use and disclosure of PHI, the Plan Administrator shall impose reasonable sanctions as necessary, in its discretion, to ensure that no further non-compliance occurs. Such sanctions shall be imposed progressively (for example, an oral warning, a written warning, time off without pay and termination), if appropriate, and shall be imposed so that they are commensurate with the severity of the violation.

"Plan Administration" activities are limited to activities that would meet the definition of payment or health care operations, but do not include functions to modify, amend or terminate the Plan or solicit bids from prospective issuers. "Plan Administration" functions include quality assurance, claims processing, auditing, monitoring and management of carve-out plans, such as vision and dental. It does not include any employment-related functions or functions in connection with any other benefit or benefit plans.

3. Disclosure of Certain Enrollment Information to the Employer

Pursuant to Section 164.504(f)(1)(iii) of the Privacy Standards (45 CFR 164.504(f)(1)(iii)), the Plan may disclose to the Employer information on whether an individual is participating in the Plan or is enrolled in or has disenrolled from a health insurance issuer or health maintenance organization offered by the Plan to the Employer.

4. Disclosure of PHI to Obtain Stop-loss or Excess Loss Coverage

The Employer hereby authorizes and directs the Plan, through the Plan Administrator or its third party administrator, to disclose PHI to stop-loss carriers, excess loss carriers or managing general underwriters (MGUs) as directed by the Employer for underwriting and other purposes in order to obtain and maintain stop-loss or excess loss coverage related to benefit claims under the Plan, provided that genetic information will not be used for underwriting purposes. Such disclosures shall be made in accordance with the Privacy Standards. The Employer certifies that such disclosures are for Plan administration purposes and that any third party to whom the Employer directs disclosure from the Plan has agreed to also comply with this amendment, as set out in Section 2.b.

5. Other Disclosures and Uses of PHI

With respect to all other uses and disclosures of PHI, the Plan shall comply with the Privacy Standards.

### *Claims Procedure*

A Participant, spouse or dependent (the "Claimant") shall apply for Plan benefits in writing on a form provided by the Plan Administrator, or in such other manner as prescribed by the Plan Administrator. A communication regarding benefits that is not made in accordance with these procedures will not be treated as a claim under these procedures. Claims shall be evaluated by the Plan Administrator or such other person or entity designated by the Plan Administrator and shall be approved or denied in accordance with the terms of the Plan and Plan Adoption Agreement. All references to the Plan Administrator shall include any such delegate. No Claimant shall be entitled to benefits unless the Plan Administrator or its delegate determines in its discretion that the Claimant is entitled to benefits.

1. Claims

The Plan Administrator shall make a determination within a reasonable period of time, but not later than 30 days after receipt of the claim. This period may be extended one time by the Plan for up to 15 days, provided that the Plan Administrator both determines that such an extension is necessary due to matters beyond the control of the Plan and notifies the Claimant, prior to the expiration of the initial 30-day period, of the circumstances requiring the extension of time and the date by which the Plan expects to render a decision. If such an extension is necessary due to a failure of the Claimant to submit the information necessary to decide the claim, the notice of extension shall specifically describe the required information, and the Claimant shall be afforded at least 45 days from receipt of the notice within which to provide the specified information and the period for making the benefit determination shall be tolled from the date on which the notice of extension is sent to the Claimant until the date on which the Claimant responds to the request for additional information, or the deadline to submit the additional information, if earlier.

2. Notice of Denial

If the claim is denied in whole or in part, the Claimant will receive a written notice that includes:

- a. The specific reason or reasons for the denial;

- b. Reference to the specific Plan provision(s) on which the denial is based;
- c. A description of any additional material or information needed from the Claimant in connection with the claim and the reason such material or information is needed;
- d. An explanation of the claims review procedures and the applicable time limits, including a statement concerning the Claimant's right to bring a civil action following an adverse determination on review;
- e. A statement regarding any internal rule, guideline, protocol or other criterion that was relied upon in making the adverse determination (or a statement that a copy will be provided free upon request);
- f. If the denial is based on a medical necessity or experimental treatment or similar exclusion or limit, an explanation of the scientific or clinical judgment that led to this determination (or a statement that a copy will be provided free upon request);
- g. Any other information required by law.

### 3. Right to Request Review: Internal Appeal

The Claimant must make a written request for review to the Plan Administrator within 180 days of the initial denial of the claim. If a written request for review is not made within such 180- day period, the Claimant shall forfeit his or her right to review. The Claimant's written request for review may (but is not required to) include issues, comments, documents, and other records the Claimant wants considered in the review. All the information the Claimant submits will be taken into account on review, even if it was not reviewed as part of the initial decision. The appeal will be conducted by a person different from the person who made the initial decision. No deference will be given to the initial decision. The Claimant may ask to examine or receive free copies of Plan documents, records, and other information relevant to the claim by asking the Plan Administrator.

The Claimant will be given the identity of medical or vocational experts if requested, whose advice was obtained by the Plan in connection with the Claimant's initial claim denial, if any, even if their advice was not relied upon in making the initial decision. Where an adverse determination is based in whole or in part on a medical judgment, including determinations with regard to whether a particular treatment, drug or other item is experimental, investigational, or not medically necessary or appropriate, the Plan will consult with a health care professional who has experience in the field of medicine involved in the medical judgment to decide the Claimant's appeal. The Plan Administrator reserves the right to delegate its authority to make decisions.

### 4. Decision Upon Review: Internal Appeal

The Plan Administrator shall make a determination within a reasonable period of time, but not later than 60 days after receipt by the Plan of the Claimant's request for review of adverse determination.

### 5. Notice of Denial of Internal Appeal

If the decision on the appeal is denied, the Claimant will receive a written notice that includes:

- a. The specific reason or reasons for the denial;
- b. Reference to the specific Plan provisions on which the denial is based;

- c. A statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the Claimant's claim for benefits;
  - d. A statement explaining any voluntary appeal procedures offered by the Plan and the Claimant's right to bring a civil action;
  - e. A statement regarding any internal rule, guideline, protocol or other criterion that was relied upon in making the adverse determination (or a statement that a copy will be provided free upon request);
  - f. If the denial is based on a medical necessity or experimental treatment or similar exclusion or limit, an explanation of the scientific or clinical judgment that led to this determination (or a statement that a copy will be provided free upon request);
  - g. Any other information required by law.
6. External Appeal Process

Where required by law, a Claimant may be able to file an external appeal with an independent review organization. The independent review organization may overturn the Plan's decision, and the independent review organization's decision will be binding on the Plan. A Claimant must file a claim for external review within four (4) months of the date the Claimant receives the internal appeal denial notice. Filing a request for external review will not affect a Claimant's ability to bring a legal claim in court. When a Claimant files a request for external review, the Claimant will be required to authorize release of any medical records that may be required to be reviewed for the purpose of reaching a decision on the external review. Additional information on the external review process, where applicable, will be included in the internal appeal determination notice, or the Claimant may contact the Plan Administrator to request such additional information.

**IN WITNESS WHEREOF**, this Plan has been executed this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by **MidAmerica Administrative & Retirement Solutions, Inc.**

**MIDAMERICA ADMINISTRATIVE &  
RETIREMENT SOLUTIONS, INC.**

By: \_\_\_\_\_

Its: Managing Partner

IRS Circular 230 Notice: We are required to advise you no person or entity may use any tax advice in this communication or any attachment to (i) avoid any penalty under federal tax law or (ii) promote, market or recommend any purchase, investment or other action.

# MidAmerica Service Agreement

## Health Reimbursement Arrangement for

This MidAmerica Service Agreement (the “**Agreement**”), effective as of \_\_\_\_\_ (the “**Effective Date**”), is by and between MidAmerica Administrative & Retirement Solutions, LLC (“**MidAmerica**”) and (“**Employer**”).

### Recitals

MidAmerica provides health and dependent care expense reimbursement administrative services to its customers, including processing participant claims for eligible health and dependent care expense reimbursements, as more fully described on the attached **Exhibit A** (as more specifically defined on **Exhibit A**, the “**Services**”). Employer desires to access the **Services**, and MidAmerica desires to provide Employer access to the **Services**, subject to the terms and conditions set forth in this Agreement.

### Terms

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

#### 1. Certain Definitions.

“**Account**” means an account of a Participant in the Plan **including without limitation Debit Card accounts**.

“**Adoption Agreement**” means the accompanying agreement to the Plan Document which outlines plan specific details.

“**Card Provider**” means a Debit Card issuer.

“**Card Transaction**” means a transaction by a Participant making use of the Debit Card issued by a Card Provider.

“**Debit Card**” means a Payment Card to be issued by Card Provider through the Journey Platform and used by Participants in the Plan.

“**Debit Card Claims**” means the claims received through payment with a Debit Card issued by a Card Provider.

“**Employer Data**” means information, data, and other content, in any form or medium, that is received, directly or indirectly from Employer by or through the **Services**.

“**Fee Schedule**” means the schedule of Fees set forth on the attached Schedule 1.

“**Fees**” means fees for **Services**, as set forth on the Fee Schedule.

“**Ineligible Expense**” means any expense other than a valid Participant health and dependent care expense under the Plan.

“**Ineligible Person**” means any Person other than a Participant in the Plan.

“**Intellectual Property Rights**” means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

“**Journey Platform**” means the administrative platform MidAmerica utilizes to facilitate Health Reimbursement Arrangement plan and Flexible Spending Arrangement plan operations inclusive of the debit card, mobile application, and online tools.

“**Losses**” means any and all losses, damages, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys’ fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

“**MidAmerica Materials**” means the **Services**, MidAmerica Systems, related documentation, and any and all other information, data, documents, materials, and other content, hardware, software, and other technologies and inventions that are provided or used by MidAmerica in connection with the **Services**.

**"MidAmerica Systems"** means the information technology infrastructure used by or on behalf of MidAmerica in performing the Services, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks.

**"Participant"** means any active or retired employee of an Employer that is a Plan participant.

**"Payment Card"** means a debit card or a stored-value card.

**"Person"** means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.

**"Plan"** means the Employer's health care benefit plan.

**"Plan Document"** means an Internal Revenue Service ("IRS") compliant document satisfying any document requirements and outlines the requirements of the plan as dictated by the IRS.

**"Plan Sponsor"** means Employer.

**2. Services.** MidAmerica agrees to provide to Employer the Services described on Exhibit A, subject to the terms and conditions of this Agreement, including the following:

2.1 **Access and Use; Fees.** Subject to and conditioned on Employer's compliance with the terms and conditions of this Agreement, MidAmerica agrees to provide the Services to Employer, on a non-exclusive, non-transferable basis during the Term, for use by Employer internally in accordance with the terms and conditions herein. MidAmerica may from time to time in its reasonable discretion engage third party subcontractors to perform Services (each, a **"Subcontractor"**).

2.2 **Changes.** MidAmerica reserves the right, in its reasonable discretion, to make changes to the Services and MidAmerica Materials that it reasonably deems necessary to: (a) maintain or enhance: (i) the quality or delivery of MidAmerica's services to its customers; (ii) the competitive strength of or market for MidAmerica's services; or (iii) the Services' cost efficiency or performance; or (b) to comply with applicable law.

2.3 **Suspension or Termination of Services.** MidAmerica may suspend, terminate, or otherwise deny Employer's, any Participant's, or any other Person's access to or use of the Services or MidAmerica Materials, without incurring any resulting obligation or liability, if: (a) MidAmerica receives a judicial or other governmental demand, order or request that requires MidAmerica to do so; or (b) MidAmerica determines, in its reasonable discretion, that: (i) Employer has failed to comply with any material term of this Agreement; (ii) Employer or any Participant is involved in any fraudulent, misleading, or unlawful activities; or (iii) this Agreement expires or is terminated. This Section 2.3 does not limit any of MidAmerica's other rights or remedies.

2.4 **Erroneous Payments.** If MidAmerica makes any payment under this Agreement to an Ineligible Person, or if more than the correct amount is paid by MidAmerica to an Ineligible Person, MidAmerica will use commercially reasonable efforts to recover any such payment made to or on behalf of an Ineligible Person or any overpayment.

### **3. Employer Obligations.**

#### **3.1 Information to MidAmerica.**

(a) The Employer shall furnish the information requested by MidAmerica as determined necessary by MidAmerica for it to perform its functions hereunder, including information concerning the Plan, the Employer, the Participants, and the eligibility of individuals to participate in and receive Plan benefits (**"Contribution Billing Reports"**). Such information shall be provided to MidAmerica at the time and in the manner agreed to by the Employer and MidAmerica. MidAmerica shall have no responsibility with regard to benefits paid in error due to the Employer's failure to timely provide or update such information. MidAmerica shall be entitled to rely on the completeness and accuracy of all information provided by the Employer, its delegates or employees.

(b) The Employer shall be responsible for providing Contribution Billing Reports to MidAmerica. The Contribution Billing Reports by the Employer shall specify the effective date for each Participant who is added to or terminated from participation in the Plan. The Employer shall be responsible for ensuring the accuracy of its Contribution Billing Reports and shall bear the burden of proof in any dispute relating to the accuracy of its Contribution Billing Reports. MidAmerica shall have no liability, to the Employer and to any Participant, as a consequence of an inaccurate Contribution Billing Report. MidAmerica shall not have any obligation to credit the Employer for any claims expenses or fees incurred or paid to MidAmerica as a consequence of the Employer failing to review Contribution Billing Reports for accuracy. MidAmerica shall be

entitled to assume that all information provided by the Employer is complete and accurate and is under no duty to question the completeness or accuracy of such information.

### 3.2 Liability for Payment of Card Claims; Ineligible Expenses.

(a) The Employer is responsible for all Ineligible Expenses, and all ineligible and unauthorized transactions paid with Debit Cards issued by any Card Provider. In no event will any Card Provider or MidAmerica be liable for any such transactions. In the event a Debit Card issued by Card Provider is used for an Ineligible Expense, the Employer will credit the applicable Account related to such Debit Card, and the Employer will use its best efforts to recover the funds from the applicable Participant that incurred such Ineligible Expense. The Employer will bear all Losses arising in connection with any uncollectible amounts from Participants.

(b) In the event that the Employer requests certain restricted merchant category codes be made available for use by Participants, the Employer will assume liability for, and will indemnify and hold harmless MidAmerica, and its affiliates, against any and all related Losses incurred by MidAmerica that arise in connection therewith, including without limitation Losses that arise fraudulently or inadvertently as a result of actions by the Participant, in addition to all fees associated with such Losses.

(c) MidAmerica will be entitled to recoup or otherwise recover Ineligible Expenses by offset against future claims arising under the Plan, including without limitation future Debit Card Claims.

3.3 Claims Appeals. The Employer shall make final determination regarding any claim for benefits on coverage that is appealed, including (a) any question of eligibility or entitlement of the claimant for coverage under the Plan; (b) any question with respect to the amount due; or (c) any other appeal.

3.4 Employer's Obligation to Maintain Sufficient Funds for Benefit Payments. The Employer is obligated and agrees to pay to MidAmerica, no later than the 5 days in advance of the distribution date an amount sufficient to fund all current distribution obligations under the Plan, unless the Plan has already been fully funded. If the plan offers debit card, an amount equal to or greater than 10% of annual plan obligations must be provided prior to the start of the plan year, payments must be provided within 3 days after the debit card funding report is released, unless the Plan has already been fully funded. MidAmerica has no obligation to fund any payments under any Plan that is not appropriately funded (including Debit Card Claims or other claims) until such monies are received by MidAmerica. Employer is responsible for any and all third-party costs incurred by Card Provider or MidAmerica as a result of insufficient funding of the Plan. MidAmerica is entitled to terminate any Account that is not funded, and also is entitled to inactivate any Debit Card. Even if an Account is funded, MidAmerica may cap or limit the related Debit Card usage.

3.5 Effect of Employer Failure or Delay. MidAmerica is not responsible or liable for any delay or failure of performance caused in whole or in part by Employer's delay in performing, or failure to perform, any of its obligations under this Agreement.

3.6 Corrective Action and Notice. If Employer becomes aware of any actual or threatened improper or unauthorized use of any Account, any Debit Card, any Services, any MidAmerica Materials, or otherwise related to the Plan, by any Participant or any other Person, Employer shall immediately: (a) take all reasonable and lawful measures within its control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Plan, the Services and MidAmerica Materials); and (b) notify MidAmerica of any such actual or threatened activity.

3.7 Compliance with Law. The Employer is responsible for the Plan's compliance with all applicable federal and state laws and regulations. The Employer acknowledges and agrees that MidAmerica is not providing tax or legal advice, and that the Employer shall be solely responsible for determining the legal and tax status of the Plan, and for ensuring compliance therewith.

**4. Fees and Payment.** Employer shall pay to MidAmerica Fees for the Services as set forth on the Fee Schedule, in accordance with the terms set forth in Section 4 below.

#### 4.1 Fees.

(a) The Fee Schedule shall remain in effect in the amounts described in Fee Schedule during the Initial Term (defined below) of three (3) years. Thereafter, during any Renewal Term (defined below), MidAmerica is entitled to change the Fee Schedule, and any changes to the Fee Schedule will be identified in a notice supplied by MidAmerica to the Employer at least sixty (60) days prior to the effective date of such increased Fees. Upon the effectiveness of such increase as provided herein, the Fee Schedule will be deemed amended accordingly, as set forth in such notice.



(b) MidAmerica will charge Fees for Services in accordance with the Fee Schedule and will bill Fees to the Employer or to the Participants as provided in the Fee Schedule, or as specifically requested by the Employer in writing, subject to approval by MidAmerica in its discretion. Fees may be paid by Participants or by the Employer, subject to the terms of the Plan. If the Plan provides for payment by Participants, MidAmerica will charge Fees to the Participant's Account. If the Plan provides for payment by the Employer, MidAmerica will charge Fees to the Employer for payment. If Fees are billed to the Employer, but either (i) the Employer does not pay such Fees within sixty (60) days from the date of the fee invoice, or (ii) the Employer requests MidAmerica to pay the Fees from Plan contributions and MidAmerica approves such request, the Fees will be paid out of previous Plan contributions and, if necessary, allocated to Participant Accounts. If Fees are Employer paid, such Fees shall be invoiced to the Employer on a quarterly basis by MidAmerica following the end of the quarter.

4.2 Payment Procedures. All payments hereunder shall be made in US dollars. Employer and Participants (as applicable) shall make payments to the address or account specified in the Welcome Kit., or such other address or account as MidAmerica may specify in writing from time to time.

4.3 No Deductions or Setoffs. All amounts payable to MidAmerica under this Agreement shall be paid by Employer or Participants (as applicable) to MidAmerica in full without any setoff, recoupment, counterclaim, deduction, debit, or withholding for any reason.

## 5. Confidentiality.

5.1 Confidential Information. In connection with this Agreement each party (as the "**Disclosing Party**") may disclose or make available Confidential Information to the other party (as the "**Receiving Party**"). Subject to Section 5.2, "**Confidential Information**" means information in any form or medium (whether oral, written, electronic, or other) that the Disclosing Party identifies in writing as "CONFIDENTIAL", and all information consisting of the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing. Without limiting the foregoing: all MidAmerica Materials are the Confidential Information of MidAmerica. Confidential Information does not include information that: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party's or any of its representatives' noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

5.2 Protection of Confidential Information. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall: (a) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement; (b) except as may be permitted by and subject to its compliance with Section 5.4, not disclose or permit access to Confidential Information other than to its representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section 5.2; and (iii) are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section 5; (c) safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its sensitive information and in no event less than a reasonable degree of care; (d) promptly notify the Disclosing Party of any known unauthorized use or disclosure of Confidential Information and cooperate with Disclosing Party to prevent further unauthorized use or disclosure; and (e) ensure its representatives' compliance with, and be responsible and liable for any of its representatives' non-compliance with, the terms of this Section 5.

5.3 Compelled Disclosures. If the Receiving Party or any of its representatives is compelled by applicable law to disclose any Confidential Information then, to the extent permitted by applicable law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under Section 5.2; and (b) provide reasonable assistance to the Disclosing Party in opposing such disclosure or seeking a protective order or other limitations on disclosure.

### 5.4 Sensitive Information.

(a) Notwithstanding anything to the contrary herein, MidAmerica may communicate confidential, protected, privileged or otherwise sensitive information to the Employer through a named contact ("**Named Contact**") or as otherwise designated by the Employer, and Employer specifically agrees to indemnify MidAmerica and hold it harmless: (i) for any such communication attempted via fax, mail, telephone, e-mail or any other media, with Employer acknowledging the possibility that such communication may be inadvertently misrouted or intercepted; and (ii) from any claim for the improper use

or disclosure of any protected health information or sensitive personal information by MidAmerica where such information is used or disclosed in a manner consistent with its duties and responsibilities hereunder.

(b) MidAmerica will comply with the terms of the HIPAA Business Associate Addendum ("BAA") set forth on the attached Exhibit C.

**6. Intellectual Property Rights.** Nothing in this Agreement grants any right, title, or interest in or to (including any license under) any Intellectual Property Rights in or relating to, the Services, MidAmerica Materials, or third-party materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in and to the Services, the MidAmerica Materials, and any third-party materials are and will remain with MidAmerica and the respective rights holders in any third-party materials. All right, title, and interest in and to MidAmerica Intellectual Property Rights and all the MidAmerica Materials are and will remain with MidAmerica. Employer has no right, license, or authorization with respect to any MidAmerica Materials or Intellectual Property Rights, except as expressly set forth in this Agreement subject to and in accordance with the terms of this Agreement. All such rights in and to the MidAmerica Materials and Intellectual Property Rights are expressly reserved by MidAmerica. Employer hereby irrevocably grants all such rights and permissions in or relating to Employer Data as are necessary or useful to MidAmerica, its Subcontractors, and the MidAmerica personnel to perform and enforce this Agreement.

## **7. Representations and Warranties.**

**7.1 Mutual Representations and Warranties.** Each party represents and warrants to the other party that: (a) it is duly organized, validly existing, and in good standing as a corporation or other entity under the laws of the jurisdiction of its incorporation or other organization; (b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement; (c) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such party; and (d) when executed and delivered by both parties, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

**7.2 Disclaimer.** Except as expressly set forth in Section 7.1, all Services and all MidAmerica materials provided by MidAmerica are provided "as is." MidAmerica specifically disclaims all implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement, and all warranties arising from course of dealing, usage, or trade practice. Without limiting the foregoing, MidAmerica makes no warranty of any kind that the Services or MidAmerica materials, or any products or results of the use thereof, will meet Employer's or any other person's requirements, operate without interruption, achieve any intended result, be compatible or work with any software, system, or other services, or be secure, accurate, complete, free of harmful code, or error free. All third-party materials are provided "as is" and any representation or warranty of or concerning any third-party materials are excluded and MidAmerica shall have no liability or obligation with respect thereto and are strictly between Employer and the third-party owner or distributor of the third-party materials.

## **8. Indemnification.**

**8.1 MidAmerica Indemnification.** Subject to the limitations set forth in Section 9 below, MidAmerica shall indemnify, defend, and hold harmless Employer and its affiliates, and each of its and their respective officers, directors, employees, agents, and successors (each, an "**Employer Indemnitee**") from and against any and all Losses incurred by such Employer Indemnitee resulting from any action by a third party (other than an affiliate of an Employer Indemnitee) that arise out of or result from MidAmerica's breach of any of its representations, warranties, covenants, or obligations under this Agreement. This Section 8 sets forth Employer's sole remedies and MidAmerica's sole liability and obligation for any actual, threatened, or alleged claims against MidAmerica for any breach of this Agreement.

**8.2 Employer Indemnification.** Without limiting any other obligations of Employer under this Agreement, Employer shall indemnify, defend, and hold harmless MidAmerica and its Subcontractors and affiliates, and each of its and their respective officers, directors, employees, agents, successors, and assigns (each, a "**MidAmerica Indemnitee**") from and against any and all Losses incurred by such MidAmerica Indemnitee resulting from any action by a third party (other than an affiliate of a MidAmerica Indemnitee) that arise out of or result from: (a) Employer Data, including any processing of Employer Data by or on behalf of MidAmerica in accordance with this Agreement; (b) Employer's breach of any of its representations, warranties, covenants, or obligations under this Agreement; or (c) negligence or more culpable act or omission (including recklessness or willful misconduct) by Employer or any third party on behalf of Employer in connection with this Agreement.

**8.3 Indemnification Procedure.** Each party shall promptly notify the other party in writing of any action for which such party believes it is entitled to be indemnified pursuant to Section 8.1 or 8.2. The party seeking indemnification (the "**Indemnitee**") shall cooperate with the other party (the "**Indemnitor**") at the Indemnitor's sole cost and expense. The Indemnitor shall promptly assume control of the defense and shall employ counsel reasonably acceptable to the Indemnitee to

handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. The Indemnitor shall not settle any action on any terms or in any manner that adversely affects the rights of any Indemnitee without the Indemnitee's prior written consent, which shall not be unreasonably withheld or delayed. If the Indemnitor fails or refuses to assume control of the defense of such action, the Indemnitee shall have the right, but no obligation, to defend against such action, including settling such action after giving notice to the Indemnitor, in each case in such manner and on such terms as the Indemnitee may deem appropriate. The Indemnitee's failure to perform any obligations under this Section 8.3 will not relieve the Indemnitor of its obligations under this Section 8, except to the extent that the Indemnitor can demonstrate that it has been prejudiced as a result of such failure.

**9. Limitations of Liability.** MidAmerica will not be liable for any: (a) loss of profit or diminution in value; (b) impairment, inability to use or loss, interruption or delay of the Services; (c) loss, damage, corruption or recovery of data, or breach of data or system security; (d) consequential, indirect, or punitive damages, regardless of whether foreseeable, or (e) any erroneous information provided by an employer, indemnitee, or their willful misconduct or negligence.

9.1 Exclusion of Prior Plans and Services. If Employer previously received from any other Person any services similar to the Services, MidAmerica shall not be responsible for any failure of the prior plan document or administrative services to comply with the requirements for an employer-provided medical reimbursement plan under IRC Sections 105 and 106 and regulations issued thereunder, and as a health reimbursement arrangement as described in IRS Notice 2002-45 and Revenue Ruling 2002-41, under IRC Section 125 Cafeteria Plan and regulations issued thereunder for flexible spending arrangements, other applicable law, or the prior plan. MidAmerica also is not responsible for the accuracy and completeness of participant and payroll data provided by the Employer or any third-party provider. Employer agrees that any responsible third parties will be obligated to indemnify and hold harmless all MidAmerica Indemnitees against all actions asserted against any of them in connection with any of the foregoing matters, and Employer will reasonably cooperate with MidAmerica to facilitate such indemnification. Nothing herein will prevent the assertion of any claim directly against any third party by MidAmerica.

## **10. Term and Termination.**

10.1 Initial Term. The initial term of this Agreement commences as of the Effective Date and, unless terminated earlier pursuant any of the Agreement's express provisions, will continue in effect until three (3) years from such date (the "**Initial Term**").

10.2 Renewal Term. This Agreement will automatically renew for successive two (2) year term[s] unless earlier terminated pursuant to this Agreement's express provisions, or either party gives the other party written notice of non-renewal at least 120 days prior to the expiration of the then-current term (each a "**Renewal Term**" and, collectively, together with the Initial Term, the "**Term**").

10.3 Termination. In addition to any other express termination right set forth elsewhere in this Agreement:

(a) MidAmerica may terminate this Agreement, effective on written notice to Employer, if Employer: (i) fails to pay any amount when due hereunder, and such failure continues more than sixty (60) days after MidAmerica's delivery of written notice thereof; or (ii) breaches any of its obligations under this Agreement;

(b) either party may terminate this Agreement, effective on written notice to the other party, if the other party breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured sixty (60) days after the non-breaching party provides the breaching party with written notice of such breach;

(c) either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business; and

(d) Notwithstanding the foregoing, no termination by Employer will be effective unless within thirty (30) days of its notice of termination a successor administration for the Plan is in effect or the entire plan is being terminated.

10.4 Effect of Termination. Upon any termination of this Agreement, except as expressly otherwise provided in this Agreement and except as set forth in Section 10.5: (a) all rights, licenses, consents, and authorizations granted by either party to the other hereunder will immediately terminate; (b) Employer shall immediately cease all use of any Services and MidAmerica Materials; (c) notwithstanding anything to the contrary in this Agreement, with respect to information and materials

then in its possession or control, MidAmerica may also retain Employer Data in its backups, archives, and disaster recovery systems until such Employer Data is deleted in the ordinary course; (d) MidAmerica may disable all Employer and Participant access to the Services and the MidAmerica Materials; and (e) if MidAmerica terminates this Agreement pursuant to Section 10.3(a) or (b), all Fees that would have become payable had the Agreement remained in effect until expiration of the Term will become immediately due and payable, and Employer shall pay such Fees, together with all previously-accrued but not yet paid Fees on receipt of MidAmerica's invoice therefor.

10.5 Transition Upon Termination. Upon the termination, or cancellation of this Agreement for any reason except plan termination, the parties will use commercially reasonable efforts to agree upon terms for transition of services for a period of up to 120 days after such event ("Transition Period") in order to enable Customer to transition to an alternative solution with a successor administrator for the Plan. During any Transition Period, the parties shall continue to comply with all terms and conditions of this Agreement, including Employer's payment of all Fees for Services and MidAmerica Materials. Employer will bear all costs and expenses of any such transition.

10.6 Surviving Terms. The provisions set forth in the following sections, and any other right or obligation of the parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: Sections 5, 7.2, 8, 9, 10.4, 10.5, 10.6, and 11.

## **11. Miscellaneous.**

11.1 Further Assurances. On a party's reasonable request, the other party shall, at the requesting party's sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, as may be necessary to give full effect to this Agreement.

11.2 Notices. Any notice, request, consent, claim, demand, waiver, or other communications under this Agreement have legal effect only if in writing and addressed to a party as set forth on **Exhibit B** attached (or to such other address or such other person that such party may designate from time to time in accordance with this Section 11.2). Notices sent in accordance with this Section 11.2 will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by facsimile or email, (in each case, with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the **tenth (10<sup>th</sup>)** day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

11.3 Entire Agreement. This Agreement, together with any BAA and Exhibits, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

11.4 Assignment. Employer shall not assign or otherwise transfer any of its rights or obligations without MidAmerica's prior written consent. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation, or reorganization involving Employer will be deemed to be a transfer of rights, obligations, or performance under this Agreement for which MidAmerica's prior written consent is required. Any purported assignment, delegation, or transfer in violation of this Section 11.4 is void. MidAmerica may assign this Agreement, or some or all of its rights and obligations hereunder may be assigned to (a) an affiliate of MidAmerica, or to any of its successors through merger, reorganization, or sale of assets, and/or (b) any Subcontractor of MidAmerica. MidAmerica may, by letter or other writing, agree to extend this Agreement to any other Plan of the Employer, or Plans sponsored by affiliates of the Employer. Subject to the foregoing, this Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and permitted assigns.

11.5 Force Majeure. In no event will either party be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, (except for any obligations to make payments), when and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control (a "**Force Majeure Event**"), including acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of this Agreement, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of law or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota, or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation. Either party may terminate this Agreement if a Force Majeure Event continues substantially uninterrupted for a period of thirty (30) days or more. In the event of any failure or delay caused by a Force Majeure Event, the affected party shall give prompt written notice to the other party stating the period of time the occurrence is expected to continue and use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

11.6 Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by each party. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

11.7 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

11.8 Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Florida. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of Florida in each case located in the city of Tampa and County of Hillsborough, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court.

11.9 Mandatory Arbitration. Any controversy or claim arising out of or relating to this Agreement may be properly submitted to binding arbitration in accordance with the rules of the American Arbitration Association. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction. The cost and expenses of arbitration, including the fees of the arbitrators, shall be borne by the losing party or in such proportions as the arbitrators may determine. The successful party shall recover as expenses all reasonable attorney's fees incurred in connection with the arbitration proceeding or any appeals therefrom.

11.10 Attorneys' Fees. In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either party against the other party arising out of or related to this Agreement, the prevailing party is entitled to recover its [reasonable/actual] attorneys' fees and court costs from the non-prevailing party.

11.11 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

**[Signatures on following page]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

MIDAMERICA ADMINISTRATIVE & RETIREMENT  
SOLUTIONS, LLC

Signature: \_\_\_\_\_

Name: Brad Hope

Title: Managing Partner

Employer: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT A SERVICES

MidAmerica will provide administrative services on behalf of Employer, including processing Participant claims for eligible health and dependent care expense reimbursements, as set forth below.

Set forth below is a list of standard services (collectively, the “**Services**”) offered by MidAmerica to administer the a Health Reimbursement Arrangement or Flexible Spending Arrangement for active or retired employees, as applicable, of Employer that are sponsored by the Employer. MidAmerica may, in its discretion, modify and/or customize such Services for any Employer.

### Health Reimbursement Arrangement Only:

- Post contributions to participant accounts in accordance with the terms of the Plan and any additional information provided by the Plan Sponsor.
- Deposit funds to the selected funding choices of the Plan based on the latest allocation instructions.
- Daily valuation of the funding choices, including earnings, for the Plan and each Plan participant's account.
- Daily post and process all transfers among the funding choices to the appropriate Plan and Plan participant account, if applicable.
- Daily post and process all distributions, forfeitures, and withdrawals from the appropriate Plan participant account.
- Prepare quarterly or annual (dependent on plan design) participant statements of account balances and distribute to each participant.
- Prepare annual year-end reports to the Plan Sponsor. The Plan Sponsor and Plan participants will have access to account and Plan level information daily through Journey Platform
- HRA claim reimbursements are disbursed daily. Claim payment can be issued via check or direct deposit to participants.
- To monitor and support the program on an ongoing basis, MidAmerica will provide the following additional services at no additional cost:
  - A quarterly review of the investment performance experienced by the Plan, if necessary
  - Periodic meetings with employees to explain the program and answer questions, if necessary
  - Additional supplies of employee brochures to explain the program to newly eligible employees
  - Implementation and compliance support provided on an as-needed basis

### Flexible Spending Arrangement Only:

- Upon receiving instructions from the Employer with regard to a Participant's FSA change in status or other event that permits an allowable election change under IRS regulations and the Plan Document, MidAmerica shall make the requested change in the participant's election as soon as practicable.
- FSA benefit payments shall be made to the Participant every Friday and issued via check or direct deposit.

### Both Plan Types:

- MidAmerica shall make health and dependent care expense payment and reimbursement options available to Plan participants by providing a payment card or by using the 'Submit a Claim' option on the MidAmerica Journey website ([www.mymidamericajourney.com](http://www.mymidamericajourney.com)), mobile app, or submitting a manual claim form found at [www.mymidamerica.com](http://www.mymidamerica.com).

- MidAmerica shall notify Plan participants with regard to any claims that are denied due to inadequate substantiation or data submission and provide an adequate period of time for the participant to resubmit the claim.
- Participant Services Call Center is available to Plan participants to communicate with a service representative who can answer questions about the Plan and participants' accounts.
- Dedicated Account Manager is available for the Plan Sponsor who can answer questions about the Plan and participants' accounts.

For purposes hereof, "**Plan**" and "**Plan Sponsor**" have the meanings set forth in Section 1 of the attached Master Service Agreement.

Services Not Included:

- The Employer's compliance with Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA") and/or HIPAA.



**EXHIBIT B**  
**NOTICE ADDRESSES**

If to MidAmerica: MidAmerica Administrative & Retirement Solutions  
2855 Interstate Drive, Suite 115  
Lakeland, FL 33805

If to Employer:

**SCHEDULE 1  
FEE SCHEDULE**

MidAmerica will charge Administrative fees for its services in accordance with the Adoption Agreement or previous Service Agreement, as defined therein, and will bill these fees as described in Section 4 of this Agreement.

<b>Standard Fees</b>			
Item	Description	Cost	Unit Measure
Minimum Monthly/Quarterly Administrative Fee	Should the monthly/quarterly per-participant fee be less than this amount, the monthly/quarterly minimum will be charged in lieu of the per participant charge.	varies	As listed in Adoption Agreement or previous Service Agreement
Platform Fee	Cost for providing MidAmerica's platform benefits and features. Platform fee shall be paid by:  * No dual Platform Fee for Participants who are enrolled in both a HRA and FSA plan.  <input type="checkbox"/> Employer or <input type="checkbox"/> Participant	\$1.00*	Per Participant per month
Distribution Fee	Cost for processing non-Platform distribution request. Distribution fee shall be paid by:  <input type="checkbox"/> Employer or <input type="checkbox"/> Participant	\$5.00	Per distribution request
<b>Ancillary Fees</b>			
Item	Description	Cost	Unit Measure
Returned Card Fee	Cost for undeliverable cards returned. Returned card fee shall be paid by:  <input type="checkbox"/> Employer or <input type="checkbox"/> Participant	\$5.00	Per card, per occurrence
Dependent, Replacement, or Additional Card Fee	Cost per dependent, replacement (i.e. lost/stolen) or additional card issued. Fee shall be paid by:  <input type="checkbox"/> Employer or <input type="checkbox"/> Participant	\$5.00	Per card
Lost or Stolen Card Investigation	Cost for investigative reports and research on lost or stolen cards. Lost or stolen card investigation fees shall be paid by:  <input type="checkbox"/> Employer or <input type="checkbox"/> Participant	\$25.00	Per report, per occurrence
Chargeback Disputes	Cost for research on disputed transactions. Fees associated with chargeback disputes shall be paid by:  <input type="checkbox"/> Employer or <input type="checkbox"/> Participant	\$25.00	Per disputed transaction submitted
Card Embossing Cancellation	Cost for cancellation of card orders that have already been submitted to the card issuer and are in the production process. Card embossing cancellation fees shall be paid by Employer or Participant, depending on which party initiated the initial request.	\$5.00	Per card, per occurrence
Card Redirect	Cost for a redirect request to pull a card and mail to a different address other than the address supplied. Redirected cards are shipped via US mail, unless otherwise specified. Express delivery fees apply if express delivery is requested. Costs associated with a card redirect request shall be paid by Participant.	\$5.00	Per card, per occurrence
Failed ACH Transfer (FSA and Unfunded HRA only)	Cost for failed ACH transfers. This fee is in addition to banking related fees associated with the failed transaction.	\$50.00 Plus bank fees	Per failed ACH transaction
Failure to Maintain Minimum Funding (FSA and Unfunded HRA only)	Cost for failure to maintain minimum funding requirements.	\$20.00	Per each day the balance falls below minimum
Negative Minimum Balance (FSA and Unfunded HRA only)	Cost for any day in which the Employer has a negative balance, plus interest, applied daily at an annual rate of 25%.	\$200.00 plus interest	Per day, per occurrence

**EXHIBIT C**  
**BUSINESS ASSOCIATE ADDENDUM**

THIS HIPAA BUSINESS ASSOCIATE ADDENDUM ("Addendum") supplements and is made a part of the MidAmerica Service Agreement ("Agreement") by and between MidAmerica Administrative & Retirement Solutions ("MidAmerica"), which is acting as the Business Associate to a health plan covered by the HIPAA Privacy & Security Rule, and ("Covered Entity"), and is effective as of (the Addendum Effective Date").

**RECITALS:**

WHEREAS, Covered Entity wishes to disclose certain information to MidAmerica pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI") (as hereinafter defined); and

WHEREAS, the parties intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services ("HIPAA Privacy & Security Rule") and other applicable laws; and

WHEREAS, the HIPAA Privacy & Security Rule (as hereinafter defined) requires the parties to enter into a contract containing specific requirements prior to the disclosure of PHI;

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this Addendum, the parties agree as follows:

**1. Definitions.**

Unless otherwise defined, terms used in this Addendum have the same meaning as those terms in the HIPAA Privacy & Security Rule.  
"Business Associate" means MidAmerica.

"Covered Entity" means

"HIPAA Privacy & Security Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information or the HIPAA Security Standards found at 45 CFR Parts 160-164.

"Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

"Designated Record Set" shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

"Treatment" shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

"Payment" shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

"Health Care Operations" shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

**2. Obligations of Business Associate.**

2.1 Use or Disclosure of PHI. MidAmerica agrees not to use or disclose PHI, other than as permitted or required by the Agreement or as Required By Law.

2.2 Prohibited Uses and Disclosures. MidAmerica shall not use PHI other than as permitted by the HIPAA Privacy & Security Rule or this Addendum. MidAmerica shall not disclose PHI in any manner that would

constitute a violation of the Privacy Rule if disclosed by the Covered Entity, except that MidAmerica may disclose PHI in a manner permitted pursuant to this Addendum.

2.3 Appropriate Safeguards. MidAmerica shall implement appropriate safeguards as are necessary to protect the confidentiality of PHI or to prevent its use or disclosure of PHI other than as permitted by this Addendum or the HIPAA Privacy & Security Rule.

2.4 Reporting of Improper Use or Disclosure. MidAmerica shall report to Covered Entity any use or disclosure of PHI other than as provided for by this Addendum of which it becomes aware. MidAmerica further agrees to mitigate, to the extent possible, the harmful effects of the unauthorized disclosure.

2.5 Disclosure to Agents. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), MidAmerica agrees to ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of MidAmerica agree to the same restrictions, conditions, and requirements that apply to MidAmerica with respect to such information.

2.6 Access to PHI. MidAmerica agrees to provide individuals with access to their PHI, as held in a Designated Record Set by MidAmerica, in order to meet the requirements under 45 CFR 164.524.

2.7 Amendment of PHI. MidAmerica agrees to make any amendment(s) to PHI it holds in a Designated Record Set, as directed by the Covered Entity pursuant to 45 CFR 164.526.

2.8 Accounting Rights. MidAmerica agrees to document and provide a description of any disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. MidAmerica agrees to provide such information to Covered Entity, or to an individual at the direction of the Covered Entity, in order for Covered Entity to comply with the accounting requirements in 45 CFR 164.528.

2.9 Governmental Access to Records. MidAmerica shall make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining Covered Entity's compliance with the HIPAA Privacy & Security Rule within a reasonable time of a request for the same.

2.10 Covered Entity's Right to Restrict. MidAmerica agrees to comply, upon communication by Covered Entity, with any restrictions to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522.

2.11 HIPAA Security Standards. MidAmerica agrees to comply with the HIPAA Privacy & Security Rule with respect to any Electronic PHI ("EPHI") that MidAmerica holds on behalf of the Plan.

a. MidAmerica agrees to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to EPHI to prevent use or disclosure of PHI other than as provided for by the Addendum.

b. MidAmerica agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the EPHI that it creates, receives, maintains, or transmits on behalf of Covered Entity, as required in the HIPAA Privacy & Security Rule.

c. MidAmerica agrees to ensure that any agent, including a subcontractor, to whom it provides EPHI agrees to implement reasonable and appropriate safeguards to protect such information.

d. MidAmerica agrees to report to Covered Entity any security incident under the HIPAA Privacy & Security Rule of which it becomes aware, including the identities of any individual whose EPHI was breached.

2.12 Responsibilities If Security Breach. MidAmerica shall notify Covered Entity immediately if there is a breach by either MidAmerica or one of its agents of unsecured PHI, as defined in, and consistent with, the HITECH Act and any regulations or guidance issued thereunder, including 45 CFR Part 164, Subpart D. Such notification shall:

a. Be made in writing to the Covered Entity's Privacy Officer or other designated party.

b. Be made within sixty (60) days of discovery.

c. Include the names of the individuals whose information was breached, the circumstances surrounding the breach, the date of the breach and date of discovery, the information breached, any steps the individuals should take to protect themselves, the steps MidAmerica (or its agent) is taking to investigate the breach, mitigate losses, and protect against future breaches, and a contact person for more information. If requested by MidAmerica, Covered Entity shall allow MidAmerica to approve the content of any notification in advance.

If requested by Covered Entity, MidAmerica shall notify the individuals involved, or the media or the US Department of Health and Human Services, as applicable, in accordance with the HITECH Act, and regulations or guidance issued thereunder, including 45 CFR Part 164, Subpart D. For purposes of this provision, MidAmerica is considered an independent contractor of Covered Entity.

### **3. Permitted Uses and Disclosures by Business Associate.**

3.1 Disclosures Generally. Except as otherwise provided in this Addendum, MidAmerica may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate the HIPAA Privacy & Security Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

3.2 To Carry Out Covered Entity Obligations. To the extent MidAmerica is to carry out one or more of Covered Entity's obligations under Subpart E of 45 CFR Part 164, MidAmerica agrees to comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

#### **3.3 Management and Administration.**

a. MidAmerica may use PHI for the proper management and administration of MidAmerica or to carry out the legal responsibilities of MidAmerica.

b. MidAmerica may disclose PHI for the proper management and administration of MidAmerica, provided that disclosures are: (a) required by law or (b) MidAmerica obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it is disclosed to the person, and the person notifies MidAmerica of any instances of which it is aware in which the confidentiality of the information has been breached.

3.4 Data Aggregation and De-Identification. Except as otherwise limited in this Addendum, MidAmerica may use PHI to provide Data Aggregation services to Covered Entity or to de-identify PHI. Once information is de-identified this Addendum shall not apply.

3.5 Required By Law. MidAmerica may use or disclose PHI as required by law.

### **4. Termination.**

4.1 Material Breach. A breach by MidAmerica of any material provision of this Addendum shall constitute a material breach of the Agreement and shall provide grounds for termination of the Agreement by Covered Entity. In the event of such breach, Covered Entity shall provide MidAmerica with written notice of the breach and thirty (30) days in which to cure the breach. If the breach is not cured within thirty (30) days, Covered Entity shall terminate the Agreement.

4.2 Effect of Termination. Upon termination of the Agreement for any reason, MidAmerica shall return or destroy all PHI that MidAmerica or its agents or subcontractors still maintain in any form, and shall retain no copies of such PHI. If return or destruction is not feasible, MidAmerica shall continue to extend the protections of Section 2 of this Addendum to such information, and limit further use or disclosure of such PHI to those purposes that make the return or destruction of such PHI infeasible.

### **5. Amendment.**

5.1 Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA Privacy & Security Rule and other applicable laws relating to the security or confidentiality of PHI. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum.

embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA Privacy & Security Rule or other applicable laws.

5.2 Amendment of Addendum. This Addendum may be modified or amended by mutual agreement of the parties at any time without amendment of the Agreement.

6. **Conflicts**. The terms and conditions of this Addendum will override and control any conflicting term or condition of the Agreement. All non-conflicting terms and conditions of the Agreement will remain in full force and effect.

7. **Relationship of Parties**. The parties intend that MidAmerica is an independent contractor and not an agent of Covered Entity.

Covered Entity Health Plan

Name of Employer: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

MidAmerica Administrative & Retirement Solutions

Signature: \_\_\_\_\_

Print Name: Brad Hope

Title: Managing Partner

Date: \_\_\_\_\_

# Unallocated Nonregistered Variable and Fixed Contract Application, Acceptance, and New Business Agreement

American United Life Insurance Company®  
P. O. Box  
Indianapolis, Indiana 46206-0368

Revised: March 2013

Contract Number \_\_\_\_\_

Contract Effective Date \_\_\_\_\_

Contract Suffix Number \_\_\_\_\_

Plan Sponsor's State of Domicile: \_\_\_\_\_

The Proposed Contractholder identified below hereby applies to American United Life Insurance Company (AUL) for the Group Annuity Contract Number identified above. This completed form must be approved by the AUL Corporate Office before a group annuity contract will be issued.

## Contract Type:

☒ Unallocated Variable and Fixed (15SP)

## Select Governmental or Non-Governmental Plan Sponsor (select only one):

☐ Governmental Plan Sponsor (non-registered) ☐ Non-Governmental Plan Sponsor (registered)

## Select Plan Type (check all that apply):

☐ (1) 3121 or Special Pay 401(a) ☐ (3) 3121/Special Pay or Employer-Sponsored 401(a)/403(b)  
☐ (7) 3121 457(b) governmental ☐ (R) HRA Trust/VEBA governmental  
☐ (S) HSA governmental ☐ (T) GASB 45 OPEB Trust/VEBA governmental

## Select Product Type (select only one):

☐ E0 ☐ E1 ☐ R2 ☐ E0V ☐ E1V ☐ R2V

## Select Business Type (select only one):

☐ Start-up ☐ Takeover

## General Information

Proposed Contractholder:		
Employer's Identification Number (EIN):		
Executive Contact:	Phone #:	Fax #:
Executive Contact's Address:		
Executive Contact's Email Address:		
Administrative Contact:	Phone #:	Fax #:
Administrative Contact's Address:		
Administrative Contact's Email Address:		

## Producer Information

Primary Producer:	Primary B/D:
Primary Producer Address:	
Primary Producer Email Address:	
Primary Phone:	Fax:

## TPA Information

**MidAmerica** Administrative & Retirement Solutions, Inc.  
402 South Kentucky Ave., Suite 500  
Lakeland, FL 33801  
800.430.7999

## Investment Option Selection

NOTE: See your AUL representative for any limitations.

### PLAN-LEVEL DEFAULT INVESTMENT OPTIONS:

The plan-level default option is the investment option into which we will allocate participant contributions when we are missing the participant's investment option direction.

Select **only one** of the plan-level default investment options below:

- ☐ 100% Fixed Interest Account (I2) (This selection is not QDIA-compliant.)
- ☐ 100% OneAmerica Money Market (AB) (This selection is not QDIA-compliant.)
- ☐ 100% OneAmerica Asset Director (A9)
- ☐ 100% American Funds American Balanced (8J)

**INCOMPLETE ACCOUNT INFORMATION:** If AUL has not received investment direction for the contract, any contributions received will be deposited into the Default Option. Any money allocated to the Default Option will remain there until the contractholder transfers monies out of the Default Option.

**REVENUE SHARING STATEMENT:** AUL receives revenue from the investment management companies that provide the underlying investments. This revenue can be in the form of 12-b(1) fees, Sub T-A Fees, Shareholder Service Fees or other types of fees. This revenue offsets AUL's expenses related to the services it provides under and in connection with the group annuity contract(s) that serve as the funding vehicle(s) for a retirement plan.

**AUL FIXED INTEREST ACCOUNT (FIA) TRANSFER RESTRICTIONS:** There will be a transfer restriction that applies to FIA transfers.

For plans with \$2,500 or more in the FIA at the beginning of the contract year, up to 20% of that amount may be transferred during that contract year.

For plans with less than \$2,500 in the FIA at the beginning of the contract year, any amount may be transferred from the FIA during that contract year.



**Initial Investment Option Selection:**

INVESTMENT OPTIONS		
Asset Class/ Investment Style Focus		Investment Option
<b>Fixed Interest/Cash</b>		
Fixed Interest	X	AUL Fixed Account (I2)
Fix Interest/Stable Value	X	Goldman Sachs Money Market (19)
<b>Intermediate-Term Bonds</b>		
Intermediate-Term Bond	X	Pioneer Bond A (ST)
<b>Balanced</b>		
Balanced	X	American Century Strategic Allocation: Aggressive (MK)
	X	American Funds American Balanced (8J)
	X	Jan Hen Balanced R (JB)
	X	Franklin Income (KQ)
<b>Large Cap Stocks</b>		
Large Cap Value	X	American Century Equity-Income (MD)
Large Cap Blend	X	State Street Equity 500 Index (X7)
Large Cap Blend	X	American Century Equity Growth (MQ)
Large Cap Growth	X	T. Rowe Price Growth Stock (T6)
<b>Mid Cap Stocks</b>		
Mid Cap Blend	X	Fidelity Advisor Leveraged Company Stock (EZ)
Mid Cap Blend	X	Principal Mid Cap S&P 400 Index R3 (PM)
<b>Small Cap Stocks</b>		
Small Cap Blend	X	Principal Small Cap S&P 600 Index R3 (PS)
<b>Foreign Stocks</b>		
Foreign Value	X	T. Rowe Price Intl Val Eq R (T9)
Foreign Growth	X	Invesco Opp International Growth A (6D)
Diversified Emer Mkts	X	Invesco Developing Markets A(65)
<b>Managed Asset Allocation</b>		
Mgd Asset Allocation	X	T. Rowe Price Retirement 2020 (TR)
Mgd Asset Allocation	X	American Century One Choice 2035 (ZJ)
Mgd Asset Allocation	X	American Century One Choice 2045 (ZL)

**Withdrawal Charge**

A withdrawal charge will not be applied under this contract.

**Asset Charge**

The Asset Charge is listed in the contract and will not exceed 1%

**Summary of Billable Expenses**

Currently, there are none.

**Contract Termination Provisions**

Upon termination of the contract, the Account Value of the variable Investment Accounts is determined and is then transferred to the FIA. After this is done, the resulting FIA Withdrawal Value must be taken in 5 equal annual installments. A cash lump-sum payment of monies invested in either the variable Investment Accounts or the FIA is not an available option. This restriction applies to all Contribution sources.

**AUL Recordkeeping/Administrative Services Agreement**

The Proposed Contractholder hereby requests **only** investment recordkeeping for assets held in the applied-for Contract, and does not request any other recordkeeping or administrative services. AUL will only maintain recordkeeping of assets at a contract/plan-level. Furthermore, AUL will not be providing statements, confirmations, or any other reporting to the Contractholder.

The Proposed Contractholder hereby acknowledges and agrees that, as Plan Fiduciary, it has the sole responsibility for assuring that the Plan complies with all applicable state and federal law, including ERISA, the Internal Revenue Code, and securities laws, both in form and in operation.

The Proposed Contractholder hereby acknowledges and agrees that MidAmerica Administrative & Retirement Solutions, Inc. is the Third Party Administrator (TPA) and Plan Administrator, and that, other than in this Unallocated Contract Application, Acceptance, and Agreement form, AUL shall accept direction and instructions regarding both the Plan and the Contract only from MidAmerica, and shall not accept direction and instructions directly from the Contractholder.

**Facsimile/Electronic Media Acceptance Agreement**

Instructions provided to AUL and its agents to execute, cancel, or otherwise proceed with transactions including those related to, but not limited to, enrollments, loan applications, distributions, and correspondence will be accepted via facsimile, copy, or via other electronic media. This agreement does not include retirement plan adoption agreements, group annuity contracts, amendments thereto, the annual census, and Notice, Election & Release or Contract Settlement Agreement documents.

This agreement includes instructions from the TPA, Plan Sponsor, Plan Administrator, and/or Contractholder. The Contractholder and TPA will indemnify and hold harmless AUL for all claims, losses, liabilities and expenses, including legal fees and expenses, resulting from any action taken or not taken by AUL in good faith in accordance with this agreement.

## **Preliminary Agreement for the Group Annuity Contract**

- (3) Upon the date a contribution is made to the Contract following the Proposed Contractholder's receipt of the Contract (but no earlier than 60 days after the Contract Date of Issue), if AUL does not receive a signed acceptance of the Contract at its Corporate Office by that date, the Proposed Contractholder shall be deemed to have accepted the Contract and any accompanying amendment to the Contract by the making of such contribution. The Contract and any accompanying amendment shall be effective as of the effective dates shown on the Contract and amendment.
- (2) If the Contract is not accepted or deemed accepted, and if the Proposed Contractholder notifies AUL at its corporate Office in writing that it will not accept the Contract, the following amount shall be paid in a single sum to the Proposed Contractholder on a mutually agreed-upon date: any contributions to the Contract which have been allocated to AUL's general asset account, plus interest credited thereon as determined pursuant to the Contract, which remain in AUL's general asset account as of such date of payment, plus the value, as determined by AUL pursuant to the contract as of such date of payment, of any accumulation units in any AUL separate account which were purchased with contributions to the contract and which are held on such date of payment. AUL shall make such payment only upon receipt at its Corporate Office of a proper form signed by the Proposed Contractholder and, if applicable, by the employer sponsoring the retirement plan for which the Contract is to be a funding vehicle, releasing AUL, its agents, and its employees from any and all liability arising out of such payment by AUL.
- (3) This Preliminary Agreement shall terminate when:
  - (A) the signed Contract acceptance is received by AUL at its Corporate Office; or
  - (B) the Contract is deemed accepted under Section (1) above; or
  - (C) payment is made by AUL pursuant to Section (2) above.

## **Electronic Contribution Processing and Employee Data Gathering**

The Employer/Plan Sponsor/TPA has elected to send contributions and employee information electronically using tools provided by AUL. The Employer/Plan Sponsor agrees to allow AUL to debit its checking account for the allocable contribution amount shown on each of its contribution listings submitted to AUL. Additionally, the Employer/Plan Sponsor/TPA agrees that AUL can rely on information provided through the electronic data transmission vehicles. To establish electronic data transmission accounts, you must first complete an Electronic Data Transmission Account Profile available from AUL.

## **Fiduciary Acceptance**

Any reference to Contractholder in this Application, Acceptance, and Agreement should be read as Proposed Contractholder until the applied-for group annuity contract goes into effect.

I, the undersigned, as TPA/Plan Administrator of the \_\_\_\_\_ **Plan** ('Plan'), hereby appoints AUL as the TPA/Plan Administrator's agent for the sole purpose of executing the Plan's investment instructions through the OneAmerica TeleServe® and Account Services systems. It is understood that AUL will execute the Plan's investment instructions received through the OneAmerica TeleServe® and Account Services systems effective as of the close of business on the valuation date, as referenced in your contract, in which AUL receives the request. It is further understood that AUL has no direction or authority to alter or decline to execute any Plan's investment instructions received through the OneAmerica TeleServe® or Account Services systems, unless such instructions are impossible to execute. If any such instructions are impossible to execute, AUL will so notify the TPA/Plan Administrator before the instructions are accepted by OneAmerica TeleServe® or Account Services. All investment instructions received and executed through the OneAmerica TeleServe® or Account Services system will be confirmed in writing to the TPA/Plan Administrator within ten business days.

The Contractholder, TPA/Plan Administrator, and AUL hereby agree by signing below, that they will be bound by the terms of this Application, Acceptance, and Agreement as of the date of AUL's acceptance. The terms of the Preliminary Agreement are superseded by the terms of the applied-for Contract as issued by AUL, and the Contract is accepted or is deemed accepted under the provisions of the Preliminary Agreement. If an amendment accompanies the issued contract, the Contractholder must sign and date the amendment and return a copy to AUL.

Electronic acceptance of this Application, Acceptance, and Agreement by AUL, Indianapolis, Indiana indicates that AUL has reviewed its contents along with all other required materials and has accepted its terms, and is equivalent to AUL's written signature.

**NON-REGISTERED VARIABLE AND FIXED ANNUITY OFFERING REPRESENTATION**  
**(For governmental applicants with an HRA or a GASB 45 OPEB Plan)**

The undersigned Employer and Trustee(s) understand that American United Life Insurance Company (AUL), in reliance on the following representations and warranties, will offer a non-registered variable annuity contract to the Employee Benefit Trust entered into by and between the Employer and the Trustee, dated \_\_\_\_\_, in connection with certain benefit plans offered by the Employer for the exclusive benefit of its employees. Such offer is based upon the governmental plan exception to securities registration under Section 3(a)(2) of the Securities Act of 1933.

**REPRESENTATIONS AND WARRANTIES**

**EMPLOYER**

The Employer hereby represents and warrants that:

- (1) the Employer is a State, or political subdivision of a State, or agency or instrumentality of a State or political subdivision, within the meaning of Section 414(d) of the Internal Revenue Code of 1986 ("Code");
- (2) the Employer has authority under applicable State laws and regulations to enter into, maintain, and establish said Employee Benefit Trust (and benefit plan(s) thereunder);
- (3) any contributions to the Trust shall be made exclusively by the Employer or its employees and be held for the exclusive benefit of the employees;
- (4) the Employee Benefit Trust is exempt from taxes under Code Section 115; and
- (5) the Employee Benefit Trust (and benefit plan(s) thereunder) is a governmental plan as defined in Code Section 414(d), established for the exclusive benefit of the employees of the Employer.

**TRUSTEE**

The Trustee hereby represents and warrants that:

- (1) the Employee Benefit Trust was established to secure and hold funds to be contributed by the Employer under certain benefit plans sponsored by the Employer;
- (2) the Trust assets will be held for the exclusive benefit of the Employer's employees, and no portion of the corpus or income of the Trust will revert to the Employer or otherwise divert to third parties, except to pay for reasonable administrative expenses incurred by the Trust;
- (3) the Employee Benefit Trust is exempt from taxes under Code Section 115; and
- (4) the Employee Benefit Trust (and benefit plan(s) thereunder) is a governmental plan as defined in Code Section 414(d), established for the exclusive benefit of the employees of the Employer.

IN WITNESS WHEREOF, the undersigned have executed this Representation on the signature page below, on the date(s) set forth on the signature page below.

**Application for, and Acceptance of, the Contract:**

**APPLICATION TO THE AMERICAN UNITED LIFE INSURANCE COMPANY FOR  
A GROUP ANNUITY CONTRACT**

\_\_\_\_\_ **Plan** (hereinafter called the Applicant) hereby applies for Group Annuity Contract Number **G**\_\_\_\_\_. This application is made a part of said contract, which is hereby approved and its provisions and conditions accepted. This application is executed in duplicate, one counterpart being attached to said contract, and the other being returned to American United Life Insurance Company. It is agreed that this application supersedes any previous application for said contract.

*Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.*

P-11104

By signing and completing the information below, the following parties hereby agree to this Unallocated Non-Registered Variable and Fixed Contract Application, Acceptance, and New Business Agreement.

Dated at

\_\_\_\_\_ on \_\_\_\_\_

APPLICANT/PROPOSED CONTRACTHOLDER/PLAN FIDUCIARY

AUL RETIREMENT SERVICES OFFICE

Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

TPA/PLAN ADMINISTRATOR

SOLICITING PRODUCER

Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

For governmental employers applying for a variable group annuity contract to be used with an HRA or a GASB 45 OPEB Plan, by signing and completing the information below, the following parties hereby agree to the “Non-Registered Variable Annuity Offering Representation” above.

“EMPLOYER” (with respect to  
 Employer representations only)

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
 Name: \_\_\_\_\_

TRUSTEE(S) (with respect to  
 Trustee representations only)

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
 Name: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
 Name: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
 Name: \_\_\_\_\_



## MidAmerica Securities Client Disclosure

MidAmerica Securities LLC (“MAS”) is a broker-dealer and member of both the Financial Industry Regulatory Authority and the Securities Investors Protection Corporation. MAS is a wholly owned subsidiary of MidAmerica Administrative and Retirement Solutions, LLC. It is important that you understand the relationship between the parties involved in your plan.

MAS has partnered with GWN Securities, LLC (“GWN”) to provide you with access to certain variable products and to continue delivering the high level of service you have come to expect from the MidAmerica team.

MAS and GWN are not affiliated entities under the Securities and Exchange Act of 1934. Rather, MAS is referring cases to GWN and GWN will provide you with the relevant securities. In exchange for such services, GWN will pay MAS the commissions and other fees generated from the sale of such securities. For clarity, GWN’s payment of commissions to MAS will not increase or decrease the commissions charged by GWN. Because MidAmerica Administrative and Retirement Solutions, LLC wholly owns MAS, it has a financial incentive to use MAS for your variable product business. Additionally, because MAS earns a portion of the commission on the products you buy from GWN, MAS has an incentive to refer your business to GWN. Information concerning MAS and GWN, and their status as broker-dealers may be accessed at <https://brokercheck.finra.org>.

\_\_\_\_\_  
Client Name (Print)

▶ \_\_\_\_\_  
Client Signature

\_\_\_\_ - \_\_\_\_ - \_\_\_\_  
Date (MM/DD/YYYY)



2855 Interstate Dr., Ste. 115  
Lakeland, FL 33805  
<http://www.mymidamericasecurities.com>  
Member FINRA/SIPC



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## CLIENT ACCOUNT/REFERRAL AGREEMENT

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For our valued clients establishing a new account relationship, this documentation is required prior to transacting business. The terms, "you", "Applicant", "Customer" and "Client" throughout this document mean the person or entity applying for this account except where otherwise indicated. MidAmerica is registered with and regulated by the United States Securities and Exchange Commission and the Financial Industry Regulatory Authority ("FINRA"). As such, certain disclosures are required by law. This document constitutes an agreement between you, and MidAmerica (the "Agreement"). Please contact MidAmerica with any questions regarding this Agreement.

### Client Disclosures & Agreement – Please Read Carefully

#### A. AFFILIATIONS AND REFERRAL ARRANGEMENT

MidAmerica Securities LLC ("MAS") is a broker-dealer and member of both the Financial Industry Regulatory Authority and the Securities Investors Protection Corporation. MAS is a wholly owned subsidiary of MidAmerica Administrative and Retirement Solutions, LLC. It is important that you understand the relationship between the parties involved in your plan.

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#### B. RECORDED TELEPHONE LINES

MidAmerica may record telephone calls between you and its employees as part of its normal business practices. Although you may not hear an audible tone on the line, it may be recorded nonetheless. Customer hereby consents to such recording.

#### C. VERIFICATION OF CUSTOMER IDENTITY

##### Important Information about Procedures for Opening a New Account

To help the government fight the funding of terrorism and money laundering activities, federal law requires financial institutions to obtain, verify, and record information that identifies each person (or entity) opening an account. What this means for you: When you open an account, we will ask for your name (and/or entity name), address or principal place of business, date of birth (and/or date and place of corporate formation) and other information such as a taxpayer identification number and/or employer identification number so that we may confirm your identity. We will request corporate organizational documentation (such as certified articles of incorporation, trust documents, partnership agreement, etc.) and government issued business licenses that will allow us to identify you. We may also ask to see photo identification for individual account holders or control persons and/or authorized traders on an account. This may include: government issued identification such as a passport, driver's license or other identifying documents. MidAmerica may also conduct non-documentary verification by perform background checks and/or obtain information from consumer information bureaus and public or vendor databases to help confirm certain information provided by you in connection with this account application. Additionally, the applicant and its control persons and beneficial owners will be verified by searching the United States Treasury Department's Office of Foreign Assets Control list of Specifically Designated Nationals and Blocked Persons. MidAmerica may check references with other financial institutions. Please be advised that if you do not provide the requested verification information or if your identity cannot be verified, MidAmerica may be required to close your account. All information provided is confidential as outlined in our Privacy Policy.

#### D. FINRA PUBLIC DISCLOSURE PROGRAM

FINRA's Board of Governors has adopted a BrokerCheck Program that provides information about FINRA member firms and the professional background of persons associated with FINRA members. Information in the BrokerCheck system is available by dialing the FINRA BrokerCheck Hotline toll free at 800-289-9999. Also, you may visit BrokerCheck at [www.finra.org/brokercheck](http://www.finra.org/brokercheck). You may contact FINRA or visit the FINRA website at [www.finra.org](http://www.finra.org) for a brochure describing the BrokerCheck program.

**E. SIPC**

MidAmerica is a member of the Securities Investor Protection Corporation ("SIPC"). The SIPC telephone number is 202-371-8300 and their website is [www.sipc.org](http://www.sipc.org). You may obtain information about SIPC, including the SIPC brochure, by contacting SIPC.

**F. CUSTOMER COMPLAINTS**

Any customer complaints should be directed to the Chief Compliance Officer, MidAmerica Securities, LLC at 2855 Interstate Dr., Ste. 115, Lakeland, FL 33805.

**G. PRIVACY POLICY**

MidAmerica is committed to safeguarding the confidential information of our clients. Our policy with respect to your personal information is attached to this Application and Agreement and also appears on our web-site at [www.mymidamericasecurities.com](http://www.mymidamericasecurities.com).

**H. BUSINESS CONTINUITY PLAN**

MidAmerica has developed a Business Continuity Plan on how we will respond to events that significantly disrupt our business. Since the timing and impact of disasters and disruptions are unpredictable, we will maintain flexibility in responding to actual events as they occur. With that in mind, we are providing you with this information on our business continuity plan.

**Contacting Us** – If after a significant business disruption you cannot contact us as you usually do by contacting your regular representative or you should go to our website at [www.mymidamericasecurities.com](http://www.mymidamericasecurities.com).

**Our Business Continuity Plan** – We plan to quickly recover and resume business operations after a significant business disruption and respond by safeguarding our employees and property, making a financial and operational assessment, protecting the firm's books and records, and allowing our customers to transact business. In short, our business continuity plan is designed to permit our firm to resume operations as quickly as possible, given the scope and severity of the significant business disruption.

Our business continuity plan addresses: data backup and recovery; all mission critical systems; financial and operational assessments; alternative communications with customers, employees, and regulators; alternate physical location of employees; critical supplier, contractor, bank and counter-party impact; regulatory reporting; and assuring our customers prompt access to their funds and securities if we are unable to continue our business.

**Varying Disruptions** – Significant business disruptions can vary in their scope, such as only our firm, a single building housing our firm, the business district where our firm is located, the city where we are located, or the whole region. Within each of these areas, the severity of the disruption can also vary from minimal to severe. In a disruption to only our firm or a building housing our firm, we will transfer our operations to a local site when needed and expect to recover and resume business within 6-12 hours. In a disruption affecting our business district, city, or region, we will transfer our operations to a site outside of the affected area, and recover and resume business within 24 hours. In either situation, we plan to continue in business and notify you through our website [www.mymidamericasecurities.com](http://www.mymidamericasecurities.com). If the significant business disruption is so severe that it prevents us from remaining in business, we will assure our customer's prompt access to their funds and securities.

**For more information** – If you have questions about our business continuity planning, please contact your dedicated account manager/representative.

**I. PRE-DISPUTE ARBITRATION CLAUSE**

**This Agreement contains a pre-dispute arbitration clause. By signing and agreeing to this arbitration agreement, the parties hereby agree as follows:**

- (1) All parties to this agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
- (2) Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- (3) The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- (4) The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.
- (5) The panel of arbitrators may include a minority of arbitrators who were or are affiliated with the securities industry.
- (6) The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
- (7) The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement.

**I acknowledge and agree that any claim or controversy arising out of or relating to this Agreement, or breach thereof, shall be settled by arbitration by FINRA Dispute Resolution in accordance with the FINRA Code of Arbitration, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The MidAmerica customer signing this agreement acknowledges that it has reviewed the information set forth in this Section regarding the arbitration of disputes by FINRA Dispute Resolution.**

**J. ARBITRATION NOTICES**

- (1) No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.
- (2) If a customer files a complaint in court against a FINRA member that contains claims that are subject to arbitration pursuant to a pre-dispute arbitration agreement between the FINRA member and the customer, the FINRA member may seek to compel arbitration of the claims that are subject to arbitration. If the FINRA member seeks to compel arbitration of such claims, the FINRA member must agree to arbitrate all of the claims contained in the complaint if the customer so requests.
- (3) You may request a copy of this Agreement at any time.
- (4) You may request the names of, and information on how to contact or obtain the rules of, all arbitration forums in which a claim may be filed under this Agreement.

#### K. INACTIVE ACCOUNTS

If your account becomes inactive for a period of time exceeding the guidelines specified by the applicable state laws and we are unable to contact you, your account balances may be transferred to a state unclaimed property administrator.

#### L. SALES ON MILITARY INSTALLATIONS

In accordance with FINRA Rule 2272, to the extent securities are offered on the premises of a Military Installation to any member in the U.S. Armed Forces or a dependent thereof, MidAmerica Securities, LLC is the FINRA member offering the securities. Further, securities are not being offered or provided by MidAmerica Securities, LLC on behalf of the Federal Government, and such offer of securities is not sanctioned, recommended or encouraged by the Federal Government.

## CLIENT ACKNOWLEDGEMENT AND AGREEMENT

THIS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE (see Section I, page 2 above)

- I (we) represent that I (we) have read the terms and conditions concerning this New Account Application and agree to be bound by such terms and conditions as currently in effect or as may be amended from time-to-time.
- I (we) represent that the information provided in connection with this New Account Application is true and correct and understand that MidAmerica will rely upon the information I (we) provided. I agree to notify MidAmerica if any of the information I (we) have provided changes.
- I (we) hereby acknowledge receipt of (and agreement with) the pre-dispute arbitration clause.
- I (we) have received the MidAmerica Business Continuity Plan disclosure and MidAmerica Privacy Policy.

### SIGNATURES

Client Signature



Signature of MidAmerica Representative

Printed  
Name

Brad Hope

Printed  
Name

Title

Managing Partner

Title

Date

Date

Acceptance of Account  
Signature of Authorized MidAmerica Principal

Printed  
Name

Title

Date

## CLIENT PRIVACY NOTICE

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MidAmerica Securities, LLC ("MidAmerica") considers customer privacy a fundamental aspect of our relationships with our customers and we are committed to safeguarding the confidential information of our clients. Federal law requires us to tell you how we collect, share and protect your personal information. The policy of MidAmerica regarding personal information of current and former clients is as follows:

### Information We Collect

In order to provide you with financial products and services, we collect information about you which may include non-public personal information.

The personal information we collect includes:

Name, address, social security number, passport, driver's license and other government issued identification numbers, account numbers, telephone numbers, and certain information about your personal assets, account transactions and balances, income, and net worth. Additionally, to the extent your relationship with us involves an employer retirement plan, the information we collect (as outlined above) may be from your employer, benefit plan sponsor, or association regarding group products in which you may be enrolled.

MidAmerica may collect this information from the following sources:

- Information you provide when you open an account and complete account applications and other forms
- When you tell us about your financial situation, tax status or other needs
- When you advise us to purchase or sell securities on your behalf
- We may collect your personal information from other companies such as a consumer reporting agency

### Information We Share With Others

MidAmerica will not disclose your personal information to third parties, except under limited circumstances. We will not sell our lists of customers, nor will we disclose customer information to marketing companies that are unaffiliated with us, except for companies we may hire to provide specific services to us. MidAmerica shares your personal information as necessary to effect transactions in / conduct business for your account with us. Specifically, we share your information as follows:

- With our registered representatives as needed to open, service and maintain your account with us.
- With unaffiliated parties such as banks, product sponsors, and broker-dealers in order to execute your instructions, or pursuant to a referral arrangement.
- With unaffiliated third-party vendors in order to create and maintain records of your account, such as when we provide information about your account to third party vendors to create an account statement or to conduct other services related to your account. These vendors are required to maintain confidentiality and security of information we share with them and may not use the information for any other purpose.
- Reporting to consumer information bureaus.
- As required by law. For example, we may be required to respond to a subpoena, or government agency or regulatory request.

MidAmerica may also share your personal information with its affiliates for marketing purposes. Whenever possible, we will offer you the opportunity to limit sharing of your personal information.

### Definitions

**Affiliates:** Companies related by common ownership. Our affiliates include financial companies such as: MidAmerica Administrative and Retirement Solutions, Inc.

**Nonaffiliates:** Companies not related to one another through common ownership or control. These can be financial or non-financial companies.

**Joint Marketing:** An agreement that has been formalized between nonaffiliated financial companies that work together to market financial products and/or services to you.

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**Your Ability to Limit Sharing**

Federal law gives you the right to limit some forms of sharing. Those are:

- Sharing for affiliates' everyday business purposes – information about your creditworthiness
- Affiliates or non-affiliates from using your information to market to you.
- State laws and individual companies may give you additional rights to limit sharing. Check your state for more information on your rights under state laws.

Note that if you are a new MidAmerica customer, we can begin sharing your information 30 days after the date we provide this notice to you. When you are *no longer* our customer, we can continue to share your information as indicated in this notice. You may contact us at any time to limit our sharing of this information.

☐ **If you desire to limit this sharing, simply check the box to the left, include sign and date below.**

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**Client Signature**

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**Date**

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**Securing Your Information**

MidAmerica has physical, electronic and procedural safeguards in place to protect the confidentiality of your information. We use various security measures that comply with federal laws and the requirements of our regulators. These measures include the use of physical barriers such as secured files, buildings and offices, as well as electronic means such as firewalls, encryption, and access controls. We also utilize confidentiality agreements, secure disposal protocols, and conduct periodic training for all employees.

**Message on Electronic Communications:** The use of electronic communications to send us information may not be secure. If you wish to send us information containing non-public personal information such as your social security number, date of birth or account number, consider sending it via facsimile, mail or overnight courier, or simply contact us by telephone.

**Other Important Information**

To the extent that individual states have more restrictive laws, MidAmerica complies with those requirements. For example, for accounts registered in California, we automatically assume that you do not want your personal information disclosed to nonaffiliated third parties, except as permitted by California law.

**Questions about this Notice**

If you have questions about this notice, please visit our website at [www.mymidamericasecurities.com](http://www.mymidamericasecurities.com).

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# VARIABLE ANNUITY

## GWN INVESTMENT DISCLOSURE FORM

GWN Securities would like you to be fully aware of potential risks and liabilities.  
Please read the information contained in this disclosure before signing.

- ☐ A fully completed disclosure form must be signed by the client(s), Registered Representative(s), and Supervising Principal  
☐ Separate disclosure information is required for each transaction

### SECTION 1: Customer Information *(Must be completed in all cases)*

Owner Name	DOB	SSN/Tax ID
Owner Name	DOB	SSN/Tax ID
Name of Annuitant	Age of Annuitant at Application	
Account Type: <input type="checkbox"/> Non-Qual <input type="checkbox"/> 403(b) <input type="checkbox"/> IRA (Roth, SEP, etc.) <input type="checkbox"/> Other		
Annual Income (specific amount)	Net Worth (excluding home)	Liquid Net Worth (specific amount)
Primary Source of Income (i.e. salary, investments, etc.)		Current Tax Bracket
<b>CLIENT</b> Risk Tolerance <small>(as determined on the Investor Profile Questionnaire)</small>	<b>ACCOUNT</b> Risk Tolerance	<b>ACCOUNT</b> Investment Time Horizon
<input type="checkbox"/> Conservative	<input type="checkbox"/> Conservative	<input type="checkbox"/> Very Short (less than 1 year)
<input type="checkbox"/> Moderately Conservative	<input type="checkbox"/> Moderately Conservative	<input type="checkbox"/> Short (1-3 years)
<input type="checkbox"/> Moderate	<input type="checkbox"/> Moderate	<input type="checkbox"/> Intermediate (4-7 years)
<input type="checkbox"/> Moderately Aggressive	<input type="checkbox"/> Moderately Aggressive	<input type="checkbox"/> Long (8 or more years)
<input type="checkbox"/> Aggressive	<input type="checkbox"/> Aggressive	

*Definitions of these terms can be found in the last pages of this form.*

**I plan to use this account for the following reasons** (check all that apply)

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Generate income for current or future expenses | <input type="checkbox"/> Steadily accumulate wealth over the long term | <input type="checkbox"/> Pay for education |
| <input type="checkbox"/> Partially fund my retirement                   | <input type="checkbox"/> Preserve wealth and pass it on to my heirs    | <input type="checkbox"/> Pay for a house   |
| <input type="checkbox"/> Wholly fund my retirement                      | <input type="checkbox"/> Other   |  |

#### Investment Experience

- ☐ None *(no other investments whatsoever)*  
☐ Limited *(401k, 403b, other managed investment, etc.)*  
☐ Moderate *(makes some investment decisions, has a brokerage account, etc.)*  
☐ Experienced *(extensive involvement with varied investment products, multiple investment accounts)*

**Any additional information that may be pertinent to this specific investment should be described below:**


### SECTION 1(a): Other Investments

Does the customer own other investments (excluding insurance)? ☐ Yes ☐ No *If yes, please indicate type of asset and approximate \$ amount below.*

<input type="checkbox"/> Stocks: \$	<input type="checkbox"/> Variable Annuities: \$
<input type="checkbox"/> Bonds: \$	<input type="checkbox"/> Fixed Annuities: \$
<input type="checkbox"/> Mutual Funds: \$	<input type="checkbox"/> Private Placements/LPs: \$
<input type="checkbox"/> Options: \$	<input type="checkbox"/> Other: \$

Does the customer currently own any life insurance products? ☐ Yes ☐ No

Term Life Face Amt:	Term Length (years):	Years Owned:
Whole Life Face Amt:	Annual Premium:	Years Owned:
Univ/VUL Face Amt:	Annual Premium:	Years Owned:

**SECTION 1(a): Other Investments (Continued)****FOR NON-QUALIFIED ONLY**

Do you believe that you have sufficient life insurance for your needs? ☐ Yes ☐ No - If no, please explain why you have chosen to purchase a non-qualified variable annuity rather than maximize your life insurance products:

Has the maximum allowable percentage of contributions been made to any retirement plan in which you are eligible to participate in (i.e. 401(k), 403(b), IRA) for the current year? ☐ Yes ☐ No If no, please explain why you have chosen to purchase a non-qualified variable annuity rather than maximize contributions to the plan.

**SECTION 1(b): Liquidity Needs**

Is the customer employed? ☐ Yes (*expected years to retirement*) \_\_\_\_\_ ☐ No

Does the customer have health insurance? ☐ Yes ☐ No If No, are you self-funding your health insurance? ☐ Yes ☐ No

Does the customer live on a fixed income (or anticipate doing so within the next 5-7 years)? ☐ Yes ☐ No

If yes, how much annual income does the customer require to meet fixed expenses: \$ \_\_\_\_\_

Sources of Liquid Assets (excluding this contract's free withdrawals): \_\_\_\_\_

**SECTION 2: Proposed Variable Annuity Product Information**

Name of Company/Product Being Purchased Today \_\_\_\_\_

Amount of Investment \$ \_\_\_\_\_

*If a check is being issued it must be made payable to the insurance company. Due to Anti-Money Laundering rules, GWN cannot accept cash, money orders or starter checks. Cashier Checks can only be accepted if there is sufficient supporting documentation proving the assets belong to the named customer.*

**Variable Annuity Share Classes Selection**

- ☐ (Standard Contract) B Shares: Longer surrender period, typically lowest M&E fees.
- ☐ X Shares: "Bonus Shares" or "Premium Enhanced," longer surrender period, moderate M&E fees, up front bonus investment credit.
- ☐ L Shares\*: Shorter surrender period, higher M&E fees.
- ☐ C Shares\*: No surrender period, higher M&E fees.
- ☐ A Shares\*: Up-front sales charge, typically no surrender period.
- ☐ O Shares: No up-front sales charge, surrender period similar to B-Shares, progressively declining M&E fees.

*\* Transactions involving Class L, C or A VAs which have Riders attached to the contract are not allowed.*

**EXAMPLE COMPARISON OF B SHARES TO L SHARES**

FEATURE	(Standard Contract) B SHARES	L SHARES
Surrender Period	7 Years	3-5 Years
M&E	1.25%	1.65%
Up Front Commissions	5%-6%	3%-6%
Trail Commissions	Minimal .25%-.40% per Year	.80% - 1.10% start at year 4
All Other Features	Generally the Same	Generally the Same

***Over time, the higher M&E starts to take its toll. If the annuity is held in excess of the 3-5 year surrender period, the higher fees of the L Share can impact the account balance over the long run.***

\_\_\_\_\_**(CLIENT INITIALS)** Client is affirming their understanding of the following:

- Each supplemental benefit is usually associated with a fee that will reduce the total value of your account, it is important that you understand these charges before you invest.
- The share class selected will determine the fees and surrender charges associated with your variable annuity, you should familiarize yourself with all share class options before deciding to invest.
- The variable annuity is available in multiple share classes, which each have difference fees and charges described in the prospectus. The financial professionals' commissions may also differ depending upon the share class selected.
- My investment representative has explained the M&E costs associated with the specific share class I have selected and that it may be relatively higher (if not selecting B Shares) than other classes. My investment representative has explained the benefits over other share classes and the impact of fees on my overall return.

(Client) I have chosen to purchase the above selected VA Share Class for the following reasons. (Be very specific to why the share class selection meets your needs)

\_\_\_\_\_

(If you selected a shorter surrender period, please provide the rationale for opting for a shorter surrender period.)

\_\_\_\_\_

**Source(s) to fund investment:** \_\_\_\_\_

(i.e. Savings Account, CD, SRA, Periodic Deposits, Inheritance, Insurance Payout, BE SPECIFIC AS TO SOURCE )

**Is this a transfer, replacement or exchange?** ☐ Yes (If YES skip Section 2(a) & (b), go to Section 3) ☐ No

*Complete Section 3 only if this purchase is a transfer, replacement or exchange of an existing contract/fund (i.e. fixed, EIA or variable) or mutual fund. If exchanging multiple products, complete a separate Section 3 page for each product being exchanged.*

### SECTION 2(a) Suitability

This transaction is ☐ Solicited ☐ Unsolicited Percentage of Investible Assets allocated to Investment: \_\_\_\_\_%

**What is the primary reason for purchasing this contract and how will the customer benefit?** (Please include in your description benefits obtained from features such as tax deferral, annuitization, death or living benefits, other riders, etc.) \_\_\_\_\_

### SECTION 2(b): Annual Fees

**Annual Contract Fees** (excluding riders and investment advisory fees): Mortality and Expense Risk \_\_\_\_\_% Administrative Charge \_\_\_\_\_%

**Fees for Riders** (list each rider separately):

_____ Name of Rider	_____ Annual Fee %	_____ Name of Rider	_____ Annual Fee %
_____ Name of Rider	_____ Annual Fee %	_____ Name of Rider	_____ Annual Fee %

**Estimated Average Annual Investment Management (Sub-Account) Fee:** Annual Fee: \_\_\_\_\_% Other

**Fees (Liq. Fee, front load charges, etc.):** \_\_\_\_\_%

**Total Fee (contract + riders + sub-account + other fees):** Annual Fee: \_\_\_\_\_%

### Surrender Charge Schedule

Year 1 _____%	Year 2 _____%	Year 3 _____%	Year 4 _____%	Year 5 _____%
Year 6 _____%	Year 7 _____%	Year 8 _____%	Year 9 _____%	Year 10 _____%

**Annual Allowed Contract Withdrawal with NO Penalty:** \_\_\_\_\_%

**Bonus Contract?** ☐ Yes ☐ No If yes, bonus amount is \$ \_\_\_\_\_ or \_\_\_\_\_% of investment amount.

Bonus incurs: ☐ Higher Surrender Charge ☐ Longer Surrender Period ☐ Additional fee \_\_\_\_\_% / year for \_\_\_\_\_ years

*Bonus features that carry higher expenses, longer holding periods and/or higher surrender charges can potentially outweigh the benefit of the bonuses credit earned.*

### SECTION 3: Replacements and Exchanges

**When was the existing policy/fund purchased?** \_\_\_\_\_ (month/year)

**Did you originally sell this policy/fund to the customer?** ☐ Yes ☐ No

**Is this a partial or full exchange/transfer?** ☐ Partial ☐ Full

**Has the customer effected another variable annuity exchange/transfer within the past 3 years (with any B/D)?**

☐ Yes ☐ No If yes, describe the amount of the exchange and any surrender charges: \_\_\_\_\_

\_\_\_\_\_



### SECTION 3(a): Side by Side Comparison

For all Replacements / Exchanges / Transfers, complete the following:	Existing Policy Or Fund (i.e., Fixed, Indexed Annuity, Variable or Mutual Fund)	Proposed Variable Annuity If existing date established _____ - _____												
Company/Product Name	_____ Type of Investment (Fixed, IA, Variable, MF, Etc.)													
Investment or Exchange Amount	\$ _____	\$ _____												
Surrender/CDSC Charges (cost of liquidation)	\$ _____ * Client Initials	N/A												
Surrender Schedule		<table border="1"> <tr> <td>Year 1</td> <td>Year 6</td> </tr> <tr> <td>Year 2</td> <td>Year 7</td> </tr> <tr> <td>Year 3</td> <td>Year 8</td> </tr> <tr> <td>Year 4</td> <td>Year 9</td> </tr> <tr> <td>Year 5</td> <td>Year 10</td> </tr> </table>	Year 1	Year 6	Year 2	Year 7	Year 3	Year 8	Year 4	Year 9	Year 5	Year 10		
Year 1	Year 6													
Year 2	Year 7													
Year 3	Year 8													
Year 4	Year 9													
Year 5	Year 10													
Annual Allowed Contract Withdrawal with <b>NO</b> Penalty	%	%												
Death Benefit	\$ _____	\$ _____												
Bonus Credit <i>Bonus features that carry higher expenses, longer holding periods and/or higher surrender charges can potentially outweigh the benefit of the bonus credit earned.</i>	N/A	%												
Bonus incurs:	N/A	Higher Surrender Charge Longer Surrender Period  Additional fee _____ % /year for _____ years.												
Max Cap rate and/or the downside buffer	%	%												
Annual Contract Fees: Mortality and Expense Risk Charge		%												
Annual Contract Fees: Administrative	%	%												
Average Investment Management Fee	%	%												
Other Fees (Liq. Fee, front load charges, etc.)	%	%												
Fees for Riders (list each rider)	<table border="1"> <tr> <td></td> <td>%</td> </tr> <tr> <td></td> <td>%</td> </tr> <tr> <td></td> <td>%</td> </tr> </table>		%		%		%	<table border="1"> <tr> <td></td> <td>%</td> </tr> <tr> <td></td> <td>%</td> </tr> <tr> <td></td> <td>%</td> </tr> </table>		%		%		%
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<b>TOTAL FEES</b>	%	%												

*If exchanging multiple products, complete a separate Section 3 page for each product being liquidated/exchanged*

\*If surrender charge is greater than 0, the client must initial.

**MUST INCLUDE A COPY OF THE MOST RECENT STATEMENT**

**SECTION 3(b): Suitability**

This replacement/exchange/transfer is: ☐ Solicited ☐ Unsolicited

Percentage of Investible Assets allocated to this Investment: \_\_\_\_\_%

**Explain why the existing account no longer fits the clients needs, including any benefits/riders on the current account?**

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**What in the client's situation has changed to recommend the proposed transaction, and how will it benefit the client's new situation?**

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**What are the benefits that will be obtained from the new contract that are not available in the existing contract/fund?**

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**Identify any restrictions/limitations within the new policy that could potentially affect the client over the lifetime of the policy?**

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**What other products were discussed/offered, and why was this product selected over the other options; if none, please explain why?**

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**Please consider the following when transferring/liquidating mutual funds:** \_\_\_\_\_ **Client Initials**

- There may be an appropriate fund within the same fund family into which you can exchange to achieve your new investment objective, which will not result in an initial sales charge or contingent deferred sales charge (CDSC)
- If there is no appropriate fund within the same fund family, there are fund families that will allow a Net Asset Value (NAV) exchange. Some fund companies will allow NAV exchanges if a sales charge was paid at the time of the original purchase. That means you would not pay any new sales charge or begin a new CDSC period.
- Switching from a mutual fund to another product based on poor performance may not be appropriate. Past performance is no guarantee of future results, and there is no assurance that your new fund will perform better than your old fund.

**Please consider the following when transferring/liquidating an annuity:** \_\_\_\_\_ **Client Initials**

- Switching from an annuity insurance product into a new variable insurance product may subject you to a CDSC or surrender charge or tax consequences.
- The insurance benefits and other features of variable insurance products may cause higher internal expenses than other investment alternatives.
- For Partial 1035 Exchanges – I certify that I am not entering into this transaction for the purpose of reducing or avoiding taxes or early withdrawal penalties. I also understand that there may be adverse tax consequences for withdrawals taken within 24 months of a partial exchange. GWN Securities assumes no responsibility or liability for the validity or tax treatment of a partial exchange under IRC Section 1035(a) or other regulations. I have been directed to consult my tax or legal adviser before proceeding.
- Additional page attached.

**Section 4: Managed Investment Account** (If applicable)

Will there be an Investment Advisory Agreement added to the Annuity being purchased today? ☐ Yes ☐ No

If Yes, an annual fee of \_\_\_\_\_ % on this Managed Investment Account.

Please state the total annual cost of the client will incur. The total should include your investment advisory charges plus any additional fees associated with the platform, strategist, trading, etc.

If using a platform with tiered fee schedules, please disclose the Highest potential fee to the client might be assessed.

## Section 5: Client Acknowledgment

(Client to initial each feature applicable to the annuity being purchased.)

### **FIXED INDEXED ANNUITIES**

\_\_\_\_\_ Fixed (equity indexed) Index annuities are also known as annuities with index-linked interest.

Fixed index annuities are fixed annuities that do not participate in any stock or equity investments and may include limitations and restrictions, including withdrawal charges, market value adjustments (MVA) and recapture charges, if applicable (see product prospectus for full details). During the Indexed Option Period, the annuity's cash withdrawal value may be less than the initial premium. The performance cap (cap rate) is the most growth you can earn for an indexed term. Performance caps can vary based on the market index, index term and death benefit options chosen. The insurance company will generally declare the cap rates at its discretion and subsequent caps may be higher or lower than the initial term selected and may be different from those used for new contracts.

**The design of these annuity contracts emphasizes the protection of credited interest rather than the maximization of interest rate crediting.** There are other annuities with similar features, benefits, limitations and charges.

### **INCOME PROTECTION RIDERS**

\_\_\_\_\_ **If your contract value is completely depleted due to market volatility, deduction of fees, and/or withdrawals taken within the feature's parameters; your guaranteed lifetime income may be reduced.**

This feature can offer you income protection for different types of markets. In a rising market, it may offer you the benefit of step-up to your Income Base. In a flat, declining or extended down market, you may not receive the benefit of a step-up, but your Income Base will remain protected for guaranteed lifetime income. Annuities can also provide guaranteed income for life without purchasing an optional benefit by electing a lifetime income option when annuitizing the contract. Depending on investment performance and your income needs, you may not need to rely on this optional insurance feature.

Income Base: The amount on which guaranteed withdrawals and the annual fee for the feature are based. It is not a liquidation value nor is it available as a lump sum.

### **STRUCTURED ANNUITIES**

\_\_\_\_\_ **Structured Annuities offer combinations of indices, durations, and buffers. Depending on these factors, you are protected from some downside risk. If the negative return is in excess of the Segment Buffer, there is a substantial risk of loss of principal invested because you agree to absorb the remainder of the losses when they exceed the protection provided by the Structured Investment Option at maturity.**

Structured Annuities are designed for the Accumulation of assets, and not necessarily for Income needs.

Depending on the combination of the index, duration, and buffer you choose is what distinguishes your investment option. Segment Types with greater protection tend to have lower Performance Cap Rates than other Segment Types that use the same index and duration but provide less protection. See prospectus for full details.

**SECTION 6: Client/Representative Acknowledgement****Variable Contracts Held In Tax-Qualified Plans** Will this product be held in a tax-qualified plan? ☐ Yes ☐ No

X \_\_\_\_\_ (CLIENT INITIALS) If yes, I am aware that my qualified plan allows for the tax-deferred accrual of earnings and, therefore, the tax-deferred accrual feature of the variable contract provides no additional tax benefits. The recommendation of this product for my plan was supported by benefits other than the tax-accrual feature of the variable product. If I am purchasing a Section 403(b) annuity I understand amounts may only be paid when I reach 59 1/2, upon severance from employment, or upon death or disability. I am aware that, if I am (or will be) subject to Required Minimum Distributions, surrender charges may be applicable to these distributions.

**Variable Life Insurance Financing** Are you obtaining the money to purchase this variable LIFE policy from a loan or cash value of another insurance policy? ☐ Yes ☐ No

X \_\_\_\_\_ (CLIENT INITIALS) If yes, I understand there are substantial risks in taking money from an existing policy to finance a new policy. If the investment portion of the existing policy does not perform well, I may not have the money from the original policy to make the payment for my new policy. If this occurs, I could lose both policies through an inability to make the payment on the new policy and the inability to repay my loan on the original policy.

**Important Information about Insurance Products** - You are purchasing an insurance product with an investment component. The following affirmations apply to both characteristics of this product.

- I understand this is a long-term investment and this is consistent with my investment objectives.
- If I elect to withdraw funds from this annuity/life contract, I understand I may pay a surrender charge, in addition to federal and state taxes. Furthermore, if I withdraw funds prior to age 59 1/2, I understand I may also have to pay a 10% IRS tax penalty.
- I understand this investment is subject to fluctuations in the market, which will affect the value of my investment. I accept this risk and understand that past performance is not indicative of future results.
- Prior to making this investment, my registered representative advised me of the fees associated with this investment, including bonuses and commissions.
- Prior to making this investment, my registered representative advised me of the features of this particular product, including, but not limited to, the following, where applicable: the free-look period, sub account investment options, withdrawal and loan privilege, policy premium lapse periods, product enhancements, death benefit, contingent deferred sales charges, mortality and expense charges, and loan processing fees. I understand all fees, charges, expenses and risks including those which may not be listed above, are fully described in the prospectus provided to me.
- An insurer's financial strength rating represents an opinion by the rating agency regarding the ability of an insurance company to meet its financial obligations to its policyholders and contract holders. A rating is an opinion of the rating agency only, and not a statement of fact or recommendation to purchase, sell or hold any security, policy or contract. These ratings do not imply approval of our products and do not reflect any indication of their performance.
- Before exchanging, you should carefully evaluate the relative merits of each annuity's features, such as any guaranteed minimum death or living benefits, available investment options, and fees and expenses. All guarantees are based on the claims paying ability of the insuring company. GWN does not provide tax advice. You are encouraged to consult a tax professional for questions regarding your personal tax situation.

By signing below, I believe, based on my review of the prospectus, the information completed in this disclosure concerning this Variable Annuity, my conversations with my representative, my prior experience, and my financial situation, that this annuity or life insurance contract meets my investment objectives.

**I/We hereby acknowledge my/our understanding of the statements in this disclosure and attest that the contents have been explained to my/our satisfaction.**

Owner Name (please print)	Owner Signature	X Date (mm/dd/yy)
Owner Name (please print)	Owner Signature	X Date (mm/dd/yy)

**QUESTIONS TO BE ANSWERED BY THE REPRESENTATIVE**

If the client is establishing a non-qualified account, are the liquid assets noted in Section 1(b) sufficient for the customer to meet anticipated and unanticipated expenses, including unforeseen health care expenses, over the next 5-7 years? (please explain in detail how the assets are sufficient)

Based on the Client's Investment Profile Questionnaire, please explain how the proposed allocation is suitable giving the client's objectives and risk tolerance?

Based on the Client's Investment Profile Questionnaire; please explain how the policy is consistent with the client's liquidity needs, resources, and time horizon?

**I/We have appropriately acted on behalf of my/our client(s) by reviewing all the points in this disclosure and answering the questions above and believe that I/We have acted in the best interest of the client. I/We believe that we thoroughly understand the product recommended and that the information provided is true and accurate to the best of my/our knowledge.**

Representative Name (please print)	RR#	Representative Signature	X Date (mm/dd/yy)
Representative Name (please print)	RR#	Representative Signature	X Date (mm/dd/yy)
Home Office Principal Signature	Date (mm/dd/yy)		

## 7: GENERAL DISCLOSURES

### VARIABLE ANNUITY COSTS AND BENEFITS

A variable annuity is a contract between you and an insurance company. It is a combination of an insurance and investment vehicle in which the insurance company agrees to make periodic payments to you for a pre-determined period of time, starting immediately, or if elected, at some point in the future. You purchase a variable annuity contract by making either a single purchase payment or a series of purchase payments. Variable annuities often have higher expenses than other types of investments because of the insurance and other features associated with a contract. Therefore, you must be sure that any insurance or other features of annuity contracts are in fact needed, prior to purchasing an annuity contract.

#### Death Benefit

A common feature of variable annuities is the death benefit. If the customer dies before the insurance company begins making payments to the customer, a person the customer selected as a beneficiary (such as a spouse or child) will receive the greater of: (1) all the money in the account, or (2) some guaranteed minimum (such as all purchase payments minus prior withdrawals). The mortality and expense (M&E) fees pay for this feature. Additional enhanced death benefits may be purchased, depending on the contract.

#### Diversification

Diversification is a basic strategy for reducing risk. It involves investing in a variety of stocks and/or bonds, and/or allocating investments across the securities of different countries, industries and/or companies. A diversified investment strategy may help offset potential losses in one area with potential gains in other areas.

#### Free Look Period

Variable annuities typically have a free look period that begins on the date of receipt of your contract. During this period of time you can terminate the contract without paying any surrender charges and get back your purchase payments, which may be adjusted to reflect the charges and performance of your selected investments. The free look period varies from state to state, but is usually between 10 and 30 days.

#### Income Options

Annuity contracts can offer various ways to receive income payments, including income for a specific period of time or guaranteed income for life.

#### Liquidity

Most variable annuities allow you to withdraw only a portion of your investment each year without incurring a penalty. Withdrawal policies are defined in the annuity policy; withdrawals may be subject to a contingent deferred sales charge or other penalty, and income taxes. Because of the possible tax penalties and surrender charges, variable annuities are not liquid investments. You should invest only funds that you expect to be able to leave invested in variable annuities long-term.

#### Living Benefit

Some variable annuities enable the policyholder to elect an optional living benefit. These benefits can provide certain guarantees for contract withdrawals or annuitization payments during your lifetime. The benefits only apply if you take a lifetime income stream from the annuity and are based on the actual earnings of the annuity less any withdrawals.

#### Long-term Investments

Variable annuities are designed to be long-term investments, to meet retirement and other long-range goals. Variable annuities are not suitable for meeting short-term goals because substantial taxes and insurance company charges may apply if you withdraw your money early.

#### Market Risk

The investment feature of variable annuities allows you to invest a portion of your payments in a range of investment options. These investment options, also called "subaccounts" are typically invested in stocks, bonds, money market instruments, or some combination. Money invested in variable annuities is subject to investment or market risk, including the possibility of loss of principal.

#### Not FDIC Insured

Annuity contracts are issued by insurance companies and are not FDIC insured. The annuity contract may offer a fixed investment option. Fixed investment options may be invested in the general account of the issuing insurance company, and are subject to total loss in the event of the insolvency of the issuing insurance company.

#### Sub-Accounts

Insurance companies contract with money managers to create and manage variable investment options exclusively for their variable insurance products. These investment options are only available within the annuity product and are not available to the public. All of the variable investment options within an annuity contract may have different investment objectives and investing styles than those available to the public or outside of the product. You can typically choose to allocate your payments among a variety of investment options to best meet your financial goals and accommodate your risk tolerance.

#### Surrender Charge

The charge some annuity issuers assess for taking withdrawals in the early years of the contract. The fee is typically a percentage of each withdrawal.

#### Tax Deferred Investment

Taxes on earnings are postponed (deferred) until any earnings are withdrawn from the annuity. Upon withdrawal, the earnings will be taxed at ordinary income tax rates. Although a benefit of a variable annuity investment is that earnings accrue on a tax-deferred basis, a minimum holding period is often necessary before the tax benefits are likely to outweigh the often higher fees imposed on variable annuities relative to other investment products.

### FEES AND EXPENSES

#### Investment Management Fees:

You will also indirectly pay the fees and expenses imposed by the investment managers for the underlying investment options (sub-accounts).

#### Additional Insurance Fees:

Some variable annuities offer optional insurance benefits such as enhanced death benefits or living benefits. The costs of these benefits vary by contract. Generally, you should elect these types of benefits only if you anticipate using them, since the added cost will reduce the investment return.

**Bonus:** Some annuity contracts offer bonuses or extra credits on variable annuity purchase payments. Under this feature, the purchaser receives an immediate credit to his annuity account value equal to a percentage of the purchase payment. Variable annuities with bonus credits may have higher on-going expenses that can outweigh the benefit of the bonus credit offered.

## TAX FEATURES

The tax rules that apply to variable annuities can be complicated. Before investing, you may want to consult a tax adviser about the tax consequences to you of investing in a variable annuity.

**Early Withdrawal 10% Penalty Tax:** Withdrawals made before age 59½ will generally be subject to a 10% penalty.

**Ordinary Income Tax Rate:** The earnings from annuity contracts generally are taxed at ordinary income tax rates. Distributions from non-tax deferred investments such as mutual funds or stocks are taxed at capital gains rates that are typically lower than ordinary income tax rates.

**Taxation of Beneficiaries:** Beneficiaries are typically liable for payment of income taxes on any investment gains in the event a death benefit is claimed from an annuity contract. The beneficiary will be taxed at ordinary income tax rates. Unlike other investments such as mutual funds or stocks, non-qualified annuity contracts do not "step-up" in cost basis at the time of death of the owner/annuitant. When the death benefit in a variable annuity is paid to the named beneficiary, the proceeds may not be included in the probated estate.

**Section 1035 Exchanges:** The U.S. tax code allows you to exchange an existing variable annuity contract for a new annuity contract without paying any tax on the income and investment gains in your current variable annuity account. These tax-free exchanges, known as 1035 exchanges, can be useful if another annuity has features that you prefer, such as a larger death benefit, different annuity payout options, or a wider selection of investment choices. You may be required to pay surrender charges on the old annuity if you are still in the surrender charge period. In addition, a new surrender charge period generally begins when you exchange into the new annuity.

**Qualified Accounts:** If you are investing in a variable annuity through a tax-advantaged retirement plan (such as a 401(k) plan or IRA), you will get no additional tax advantage from the variable annuity.

## DEFINITION OF TERMS

### Risk Tolerance Terms

**Conservative** – For investors who seek current income and stability and are less concerned about growth. Wanting to preserve initial principal, with minimal risk, even if that means the account does not generate significant income or returns and may not keep up with inflation.

**Moderately Conservative** – For investors who seek current income and stability, with modest potential for increase in the value of their investments. Willing to accept low risk to initial principal, including low volatility, to seek a modest level of portfolio returns.

**Moderate** – For long-term investors who don't need current income and want some growth potential. Likely to entail some fluctuations in value but presents less volatility than the overall equity market. Willing to accept some risk to initial principal and tolerate some volatility to seek higher returns, and understand could lose a portion of the money invested.

**Moderately Aggressive** – For long-term investors who want good growth potential and don't need current income. Entails a fair amount of volatility, but not as much as a portfolio invested exclusively in equities. Willing to accept high risk with initial principal, including high volatility, to seek high returns over time, and understand could lose a substantial amount of the money invested.

**Aggressive** – For long-term investors who want high growth potential and don't need current income. May entail substantial year-to-year volatility in value in exchange for potentially high long-term returns.

**Speculative** – Willing to accept maximum risk to initial principal to aggressively seek maximum returns and understand could lose most or all money invested.

### Investment Categories

#### Large Cap (Company) Equity

Refers to equity investments in companies with a market capitalization value of more than \$10 billion. Large cap is an abbreviation of the term "large market capitalization."

#### Mid Cap (Company) Equity

Refers to equity investments in companies with a market capitalization between \$2 and \$10 billion. Mid cap is an abbreviation for the term "middle capitalization."

#### Small Cap (Company) Equity

Refers to equity investments in companies with a relatively small market capitalization between \$300 million and \$2 billion. Small cap is an abbreviation for the term "small capitalization."

#### International Equity

Refers to equity investments in companies based in countries other than the United States. International equity investments can include exposure to foreign currency as well.

#### Fixed Income

Refers to investments that pay a constant rate of return.

#### Cash or Equivalent

Refers to investments held in cash or cash equivalents, such as money market funds.

# Group Client Account Form

☐

New Account

☐

Update Account

## 1. Plan Information

Registration/Employer Name	Tax ID#
Plan Title	Trustee/Authorized Signor Name
Plan Sponsor	Plan Sponsor Contact
Mailing Address	Daytime Phone
City, State, Zip	Business Phone
Legal (Street) Address, No PO Boxes (If Different from Mailing Address)      City      State      Zip	
COUNTRY OF ORGANIZATION: <input type="checkbox"/> USA <input type="checkbox"/> Other _____	Website (optional) : _____

## 2. Other Information

Are you affiliated with GWN Securities, Inc.? <input type="checkbox"/> Yes <input type="checkbox"/> No	Are you affiliated with or work for a member firm of a stock exchange, FINRA or investment advisor? <input type="checkbox"/> Yes <input type="checkbox"/> No  If yes, please provide the name and contact information of the compliance officer: _____
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## 3. Registration/Plan Type      \*Additional papers may be required

### Registration Type (please check one)

☐ Trust    ☐ Corporation\*    ☐ Partnership\*    ☐ LLC\*    ☐ Sole Proprietorship    ☐ Municipality

### Plan Type (please check one)

☐ Profit Sharing\*    ☐ Defined Benefit\*    ☐ 401(k)    ☐ 403(b)    ☐ 457(b)    ☐ Non-Qualified

## 4. Financial Information

Approximate Plan Assets \$ _____  Approximate Number of Participants: _____	Advisor Compensation (please check one) <input type="checkbox"/> Fee Based <input type="checkbox"/> Commission
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5. APPENDIX A: PLAN PROFILE	
<b>Legal Name of Plan &amp; (Tax ID #)</b>	
Company Name	
Company Address	
Plan Type	
Plan Inception Date	
<b>Investment Manager / Third-Party Advice Provider</b>	3(38) <input type="checkbox"/> 3(21) <input type="checkbox"/>
Primary Contact Name (first & last)	
Address	
Primary Contact Phone	
Email	
<b>Name (first &amp; last) of Third Party Administrator(s)</b>	
Company Name of Third Party Administrator	
Third Party Administrator Address	
Primary Contact Phone	
Email	
<b>Name (first &amp; last) of Corporate Trustee</b>	
Company Name of Corporate Trustee	
Corporate Trustee Address	
Primary Contact Phone	
Email	
<b>Name (first &amp; last) of Recordkeeper</b>	
Company Name of Recordkeeper	
Recordkeeper Address	
Primary Contact Phone	
Email	
<b>Name (first &amp; last) of Custodian</b>	
Company Name of Custodian	
Custodian Address	
Primary Contact Phone	
Email	



Advisor will provide the following Services: (check all that apply)

## 6. Administrative Support

- ☐ Assist Sponsor in reviewing objectives and options available through the plan
- ☐ Review Plan committee structure and administrative policies/procedures
- ☐ Recommend participant education and communication policies
- ☐ Assist with development/maintenance of fiduciary audit file and document retention policies
- ☐ Deliver fiduciary training and/or education periodically or upon reasonable request
- ☐ Recommend procedures for responding to participant requests

## 7. Service Provider Support

- ☐ Assist Sponsor with a process to select, monitor and replace service providers
- ☐ Assist Sponsor with review of Covered Service Providers (“CSP”) and fee benchmarking
- ☐ Provide reports and/or information designed to assist Sponsor with monitoring CSPs

## 8. Investment Monitoring Support

- ☐ Periodic review of investment policy in the context of Plan objectives
- ☐ Assist Sponsor with monitoring investment performance
- ☐ Assist with monitoring Designated Investment Managers and/or third-party advice providers
- ☐ Educate Plan committee members, as needed, regarding DIA(s) and/or QDIA(s)

## 9. Participant Services

- ☐ Facilitate group enrollment meetings and coordinate investment education.
- ☐ Assist Plan participants with financial wellness education, retirement planning and/or gap analysis.

## 10. Signature Acceptance

I/we are at least 18 years of age and are of full legal age in the state in which I/we reside. I/we acknowledge that this agreement includes a pre-dispute arbitration clause located on the back of this form (Section 5). I/we acknowledge receiving a copy of this new account form and I/we have had the opportunity to read it and I/we understand it. Furthermore, I/we acknowledge that I/we have read all information on this Client Account Form. I/we have reviewed the terms and conditions of this agreement including all information contained on the reverse side. I/we hereby verify that all the information provided is true and correct and may be relied upon, by GWN, for the purposes of evaluating suitability and sophistication in relation to making securities recommendations. Further, I/we hereby indemnify GWN for any loss, claims or damages, including legal fees, which GWN may incur as a result of any securities recommendations or any securities related violations resulting from GWN’s reliance upon the information I/we have provided. I/we acknowledge receipt and my/our responsibility to read the GWN Securities Privacy Notice, Business Continuation Plan, Customer Identification Program and the prospectus of any security which contains information regarding investment objectives, risks and material facts including all sales charges, fees and expenses.

\_\_\_\_\_  
Signature of Client/Trustee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Rep#

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Principal

# Group Annual Advisor Services Certification

Plan Name \_\_\_\_\_ Plan Tax ID: \_\_\_\_\_

Advisor certifies that they have provided the below checked services to the plan listed above.

<b>1. Administrative Support</b>
<input type="checkbox"/> Assist Sponsor in reviewing objectives and options available through the plan
<input type="checkbox"/> Review Plan committee structure and administrative policies/procedures
<input type="checkbox"/> Recommend participant education and communication policies
<input type="checkbox"/> Assist with development/maintenance of fiduciary audit file and document retention policies
<input type="checkbox"/> Deliver fiduciary training and/or education periodically or upon reasonable request
<input type="checkbox"/> Recommend procedures for responding to participant requests
<b>2. Service Provider Support</b>
<input type="checkbox"/> Assist Sponsor with a process to select, monitor and replace service providers
<input type="checkbox"/> Assist Sponsor with review of Covered Service Providers ("CSP") and fee benchmarking
<input type="checkbox"/> Provide reports and/or information designed to assist Sponsor with monitoring CSPs
<b>3. Investment Monitoring Support</b>
<input type="checkbox"/> Periodic review of investment policy in the context of Plan objectives
<input type="checkbox"/> Assist Sponsor with monitoring investment performance
<input type="checkbox"/> Assist with monitoring Designated Investment Managers and/or third-party advice providers
<input type="checkbox"/> Educate Plan committee members, as needed, regarding DIA(s) and/or QDIA(s)
<b>4. Participant Services</b>
<input type="checkbox"/> Facilitate group enrollment meetings and coordinate investment education.
<input type="checkbox"/> Assist Plan participants with financial wellness education, retirement planning and/or gap analysis.

Advisor hereby certifies that they have delivered the ERISA Regulation 2550.408(b)(2) disclosure to the plan sponsor on \_\_\_\_/\_\_\_\_/\_\_\_\_\_. *(copy of disclosure must be attached).*

Advisor Name \_\_\_\_\_ Advisor Rep # \_\_\_\_\_

Advisor Signature \_\_\_\_\_ Date \_\_\_\_\_

**“Effective May 1, 2005”**

## **AGREEMENT TO ARBITRATE**

The undersigned and GWN Securities, Inc. each agree that ALL CLAIMS OR CONTROVERSIES, and any related issues which may arise at any time between us (including GWN Securities’ representatives, directors, officers, employees and agents) concerning any transaction or order; the conduct of GWN Securities or its registered representatives, directors, officers, employees, and agents; the construction, performance or breach of this or any other agreement between us, whether entered into prior to, on, or subsequent to the date hereof; the breach of any common law or statutory duty; or the violation of any federal or state securities law, or any other federal or state law of any nature SHALL BE SUBMITTED AND RESOLVED BY ARBITRATION rather than by lawsuit in a court of law or equity.

Any arbitration pursuant to this agreement shall be in accordance with and governed by, a mutually acceptable arbitral forum but in the absence of such agreement, then the Code of Arbitration Procedure of the National Association of Securities Dealers, Inc., as then in effect. The award of the arbitrators, or of the majority of them, shall be final and binding, and judgment upon the award rendered may be entered in any federal or state court having jurisdiction.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (1) the class certification is denied; or (2) the class is decertified; or (3) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.

## **JURISDICTION OF ARBITRATION**

**It is agreed and fully understood that:**

- 1. GWN Securities is a Broker Dealer and a member of the National Association of Security Dealers (NASD) and the Security Investment Protection Corporation (SIPC).**
- 2. GWN Securities operates on a fully disclosed basis and as such does not hold customer accounts or securities. Therefore, no investor’s checks should be made payable to GWN Securities, or any registered representative of said company, or any related entity of registered representative.**
- 3. GWN Securities is not owned, controlled, or has shares in its own account in any investment company or insurance company.**
- 4. The sole responsibility of the investment management decisions of the Investment Company will reside with the Investment Company utilized. GWN Securities does not use any influence directly or indirectly on the investment management of those funds. Therefore, the management decisions of Investment Company(s) or Direct Participation Program(s) are the sole responsibility of the said company.**
- 5. It is agreed that any dispute arising from any Securities or Financial Planning activities between you and GWN Securities or its Representatives shall be subject to binding arbitration. It should be understood:**

**THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE. BY SIGNING AN ARBITRATION AGREEMENT THE PARTIES AGREE AS FOLLOWS:**

- (I) ALL PARTIES TO THIS AGREEMENT ARE GIVING UP THE RIGHT TO SUE EACH OTHER IN COURT, INCLUDING THE RIGHT TO A TRIAL BY JURY, EXCEPT AS PROVIDED BY THE RULES OF THE ARBITRATION FORUM IN WHICH A CLAIM IS FILED.
- (II) ARBITRATION AWARDS ARE GENERALLY FINAL AND BINDING; A PARTY’S ABILITY TO HAVE A COURT REVERSE OR MODIFY AN ARBITRATION AWARD IS VERY LIMITED.
- (III) THE ABILITY OF THE PARTIES TO OBTAIN DOCUMENTS, WITNESS STATEMENTS, AND OTHER DISCOVERY IS GENERALLY MORE LIMITED IN ARBITRATION THAN IN COURT PROCEEDINGS.
- (IV) THE ABRITRATORS DO NOT HAVE TO EXPLAIN THE REASON(S) FOR THEIR AWARD.
- (V) THE PANEL OF ARBITRATORS WILL TYPICALLY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY.
- (VI) THE RULES OF SOME ARBITRATION FORUMS MAY IMPOSE TIME LIMITS FOR BRINGING A CLAIM IN ARBITRATION. IN SOME CASES, A CLAIM THAT IS INELIGIBLE FOR ARBITRATION MAY BE BROUGHT IN COURT.
- (VII) THE RULES OF THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED, AND ANY AMENDMENTS THERETO, SHALL BE INCORPORATED INTO THIS AGREEMENT.
- (VIII) NO PERSON SHALL BRING A PUTATIVE OR CERTIFIED CLASS ACTION TO ARBITRATION, NOR SEEK TO ENFORCE ANY PRE-DISPUTE ARBITRATION AGREEMENT AGAINST ANY PERSON WHO HAS INITIATED IN COURT A PUTATIVE CLASS ACTION; OR WHO IS A MEMBER OF A PUTATIVE CLASS WHO HAS NOT OPTED OUT OF THE CLASS WITH RESPECT TO ANY CLAIMS ENCOMPASSED BY THE PUTATIVE CLASS ACTION UNTIL: (I) THE CLASS CERTIFICATION IS DENIED; OR (II) THE CLASS IS DECERTIFIED; OR (III) THE CUSTOMER IS EXCLUDED FROM THE CLASS BY THE COURT. SUCH FORBEARANCE TO ENFORCE AN AGREEMENT TO ARBITRATE SHALL NOT CONSTITUTE A WAIVER OF ANY RIGHTS UNDER THIS AGREEMENT EXCEPT TO THE EXTENT STATED HEREIN.

## **PURPOSE OF CERTIFICATION**

You must furnish your taxpayer identification number (“TIN”) to the payer of interest, dividends, and certain other payment (including broker and barter exchange transactions) so that you will not be subject to the 31% backup withholding that first went into effect on January 1, 1984. The current rates of backup withholding are as follows: January 1, 2002 through December 31, 2003 – the backup-withholding rate will be reduced to 30%. January 1, 2004 through December 31, 2005 – the backup-withholding rate will be reduced to 29%. January 1, 2006 through December 31, 2010 – the backup-withholding rate will be reduced to 28%. You may use the payers form (a substitute for form W-9) to report and certify your TIN to the payer, to certify that you are not subject to backup withholding because of under-reporting of interest and dividends on your tax return, or to claim exemption from backup withholding if you are an exempt payee. If you do not properly do so, the payer may be required to withhold (at the applicable rate) from payments made to you.



## **GWN SECURITIES, INC. CUSTOMER PRIVACY NOTICE**

At GWN Securities, Inc. ("GWN") we understand that the privacy and security of the personal and account information that you have entrusted to us and to our independent associates with whom you have chosen to do business is of utmost importance. We value the opportunity to serve you, and we are obligated to honor that relationship with care. For that reason, GWN and its affiliate company, GWN Marketing, Inc., adhere to confidentiality standards that are designed to protect your personal information. We believe that your privacy should not be compromised. At the same time we want our independent associates to offer you the array of financial products and services you need to accomplish your financial goals. We believe we can do both through the policy outlined below.

### **PROTECTING YOUR INFORMATION**

When you establish a relationship with an independent GWN advisor and purchase financial and investment products and services through GWN, you are asked to share personal and financial information used to help in the assessment and attainment of your financial goals. In that relationship, independent GWN advisors will use the information to assist you in identifying the services and products you may want or need, to meet changing needs, and to identify constantly developing new products and services that may be of interest to you. GWN may also want to contact you to review your current information and status in order to assure that both we and our independent associates can serve you better. The information you share with us is important to you, and you can expect that we will protect the privacy and use of your private personal and financial information. At GWN we are committed to protecting the privacy of the information we collect, use, and share about you.

GWN has taken the appropriate methods that require the disposal of consumer report information so that the information cannot practically be read or reconstructed.

### **OUR DISCLOSURE OF YOUR INFORMATION**

So that you may be better served, GWN and its independent associates may share information about you with nonaffiliated financial institutions, such as banks, clearing firms or custodians, who perform services on our behalf or when necessary for the performance of our services. These non-affiliated financial institutions are bound by obligations of confidentiality not to disclose any information provided by GWN or any independent GWN advisor about you and may not use such information for any purposes other than the performance of the particular service involved. We also may disclose information about you to non-affiliated third parties as permitted by law, for example to process a financial product or service that you have authorized. We also may share your information with regulators and law enforcement organizations, or in response to a subpoena or discovery request, as permitted or required by law.

In this way we can also make available new products and services. Our employees have access to your information only when it is necessary for them to assist you or your independent GWN advisor in the completion of transactions or in the offer and sale of additional products and services. All of our employees are strictly held to this privacy policy, and each of our independent associates confirms his or her undertaking to be strictly bound by it. We employ physical and electronic safeguards to protect your non-public personal information. We do not sell, share, or disclose your nonpublic personal information to unaffiliated third-party marketing companies.

If the GWN advisor servicing your account(s) leaves GWN to join another broker/dealer, the GWN advisor may retain copies of your

personal information so that he or she can continue to serve you at the new firm. In doing so, your representative may share your information with the new firm, but is otherwise required to keep confidential the personal information obtained from you while the associate was affiliated with GWN, and he or she may only use it to service your account(s). Should your GWN advisor decide to leave GWN for another broker/dealer, we will notify you at that time in writing so that you may determine whether to opt out or opt in\* to allow your advisor to take your information to the new firm.

\*If you reside in the state of Alaska, California, Illinois, Maine, Massachusetts, Missouri, New Hampshire, North Dakota or Vermont, we are required to obtain your written approval to allow your advisor to take your information to a new firm.

### **Internet Privacy Protection Policy**

Effective Date: August 1, 2004

We are committed to protecting your privacy. Our website is a great way to find out more about our services, access informative articles and financial information. We will not collect any personal, identifiable information without your knowledge.

Identifiable information can be broken up into two categories, personal and non-personal information.

### **Non-personal information**

Our site may create a temporary data file commonly known as a cookie. It may also track the areas of our website that you visit. We may collect information regarding the internet provider from which you are connecting to our site, such as AOL or MSN. We may also track the website from which you linked to our site. This information is used statistically and not to identify individuals.

### **Personal Information**

You can visit the site and remain anonymous by not providing any personal information. However, you may choose to share this information by completing applications, online forms or requesting that we contact you. Personal information includes, but is not limited to name, address, phone number and email address.

When using secure areas of this website to provide or access your personal information, the information is encrypted, making it indecipherable to third parties. Your browser will indicate that you are in a secure area by displaying a locked padlock in the bottom of the screen. Internet connections cannot be guaranteed to be 100% secure. We have taken all reasonable measures to protect the information entered and accessed on the website. However, we cannot be liable for unintentional disclosure of information.

### **KEEPING INFORMATION CURRENT**

GWN and its independent associates are committed to keeping your non-public personal and financial information secure, accurate and current. You should provide your independent GWN advisor with any updates and changes to your personal information.

### **CHANGES AND UPDATES TO PRIVACY POLICY**

By effecting transactions through GWN you consent to the collection and use of personal information as described in this Privacy Policy. This policy reflects GWN's current business practices, and is subject to change and update. In the event of a change, a revised policy will be sent to you or otherwise made available through your independent GWN advisor.

## CUSTOMER IDENTIFICATION PROGRAM NOTICE

### IMPORTANT INFORMATION YOU NEED TO KNOW ABOUT OPENING A NEW ACCOUNT

***To help the government fight the funding of terrorism and money laundering activities, federal law requires financial institutions to obtain, verify, and record information that identifies each person who opens an account. This Notice answers some questions about your GWN's Customer Identification Program.***

#### **What types of information will I need to provide?**

*When you open an account, GWN is required to collect information such as the following from you:*

- Your name
- Date of birth
- Address
- Identification number:
  - U.S. Citizen: taxpayer identification number (social security number or employer identification number)
  - Non-U.S. Citizen: taxpayer identification number, passport number, and country of issuance, alien identification card number, or government-issued identification showing nationality, residence, and a photograph of you.

You will also need to show your driver's license or other identifying documents.

A corporation, partnership, trust or other legal entity may need to provide other information, such as its principal place of business, local office, employer identification number, certified articles of incorporation, government-issued business license, a partnership agreement, or a trust agreement. U.S. Department of the Treasury, Securities and Exchange Commission, NASD, and New York Stock Exchange rules already require you to provide most of this information. These rules also may require you to provide additional information, such as your net worth, annual income, occupation, employment information, investment experience and objectives, and risk tolerance.

#### **What happens if I don't provide the information requested or my identity can't be verified?**

GWN may not be able to open an account or carry out transactions for you. If GWN has already opened an account for you, they may have to close it.

*We thank you for your patience and hope that you will support the financial industry's efforts to deny terrorists and money launderers access to America's financial system.*

## BUSINESS CONTINUATION PLAN SUMMARY

GWN Securities has developed a Business Continuity Plan on how we will respond to events that significantly disrupt our business. Since the timing and impact of disasters and disruptions is unpredictable, we will have to be flexible in responding to actual events as they occur. With that in mind, we are providing you with this information on our business continuity plan.

**CONTACTING US** – If after a significant business disruption you cannot contact us at 561-472-2700, please visit our website at [www.gwnsecurities.com](http://www.gwnsecurities.com) or call toll free 866-650-0132 for any updates. You should contact your GWN Representative or the investment companies directly if you need immediate access to your accounts. If you currently have a brokerage account through Pershing, LLC (our clearing firm) please refer to the instructions below.

**PERSHING CUSTOMER SUPPORT** – In the event that GWN Securities, Inc. experiences a significant business interruption, clients with a Pershing brokerage account may contact Pershing directly to process limited trade-related transactions, cash disbursements, and security transfers. Instructions to Pershing must be in writing and transmitted via facsimile or postal service as follows:

Pershing LLC  
P.O. Box 2065  
Jersey City, New Jersey 07303-2065  
Fax: (201) 413-5368

Please note that the fax number above is for business interruption-related issues only, and should not be used for any other purposes, such as change of address notices, account transfers, and credit verification. Information received on this fax that is unrelated to business interruption issues will not be acted upon.

For additional information about how to request funds and securities when GWN Securities, Inc. cannot be contacted due to a significant business interruption please refer to additional information located at [www.pershing.com](http://www.pershing.com) or call (201) 413-3635 for recorded instructions. If you cannot access the instructions from the previously noted telephone number, Pershing may be contacted at (213) 624-6100 extension 500 as an alternate telephone number for recorded instructions.

**OUR BUSINESS CONTINUITY PLAN** – We plan to quickly recover and resume business operations after a significant business disruption and respond by safeguarding our employees and property, making a financial and operational assessment, protecting the firm's books and records, and allowing our customers to transact business. In short, our business continuity plan is designed to permit our firm to resume operations as quickly as possible, given the scope and severity of the significant business disruption.

Our business continuity plan addresses: data back up and recovery; all mission critical systems; financial and operational assessments; alternative communications with customers, employees, and regulators; alternate physical location of employees; critical supplier, contractor, bank and counter-party impact; regulatory reporting; and

assuring our customers prompt access to their funds and securities if we are unable to continue our business.

Our clearing firm, Pershing, backs up our important records in a geographically separate area. While every emergency situation poses unique problems based on external factors, such as time of day and the severity of the disruption, we have been advised by our clearing firm that its objective is to restore its own operations and be able to complete existing transactions and accept new transactions and payments within 4 hours. Your orders and requests for funds and securities could be delayed during this period.

**VARYING DISRUPTIONS** – Significant business disruptions can vary in their scope, such as only our firm, a single building housing our firm, the business district where our firm is located, the city where we are located, or the whole region. Within each of these areas, the severity of the disruption can also vary from minimal to severe. In a disruption to only our firm or a building housing our firm, we will transfer our operations to a local site when needed and expect to recover and resume business within 24 hours. In a disruption affecting our business district, city, or region, we will transfer our operations to a site outside of the affected area, and recover and resume business within 48-72 hours. In either situation, we plan to continue in business, transfer operations to our clearing firm if necessary, and notify you through our web site, [www.gwnsecurities.com](http://www.gwnsecurities.com) or our customer emergency number, 866-650-0132, on how to contact us. ***It is important to remember that all your accounts are either held directly at the investment company or at our clearing firm, Pershing.*** You can always contact them directly for immediate assistance. If the significant business disruption is so severe that it prevents us from remaining in business, we will assure our customer's prompt access to their funds and securities.

**IMPORTANT DISCLAIMERS** – GWN Securities, Inc. will adhere to the procedures described in its business continuity plan and described above to the extent commercially reasonable and practicable under prevailing circumstances. There are, however, an incalculable number of events or circumstances that could result in a significant business disruption and their impact may vary greatly in size, scope, severity, duration, and geographic location. Further, significant business disruptions may result in varying degrees of harm to human life and regional or national infrastructure (power, transportation, communications, etc.) that could affect the firm's recovery in significant and different ways.

In light of this, GWN Securities, Inc., in its sole discretion, reserves the right to flexibly respond to any disruption in a situation-specific and prudent manner. ***Nothing in this disclosure document is intended to provide a guarantee or warranty regarding the actions or performance of the firm, its computer systems, or its personnel in the event of a significant business disruption.***

**FOR MORE INFORMATION** – If you have questions about our business continuity planning, you can contact us in writing at GWN Securities, Inc., 11440 N. Jog Road, Palm Beach Gardens, FL 33418 or call us at 561-472-2700 or [gwn@gwnsecurities.com](mailto:gwn@gwnsecurities.com).