



GUARANTEE TRUST LIFE INSURANCE COMPANY

PO Box 1086, Janesville, WI 53547 or FAX to:608-755-7955

800-279-2290 • www.sasid.com

CONTRACT/APPOINTMENT APPLICATION

Please Print or Type All Information

► Personal Information

1. Name _____
(Last) (First) (Middle Initial) SS#

2. Date of Birth _____ Place of Birth _____ Male Female

3. Drivers License # _____ (State) _____

4. Marital Status Single Divorced Married 5. Spouse's Full Name _____

6. Home Address: _____
Street City State Zip

Home phone _____

(If less than 7 years, please provide previous address) _____

7. Business address: _____
Street City State Zip

Business phone _____
(Area Code) (Number)

Fax number _____
(Area Code) (Number)

E-Mail address _____

► Corporation Information

8. Company Name _____ Fed. ID # _____

Company Insurance License # _____ (Copy Required)

Indicate other Principal Parties in Partnership or Corporation, list Officers of the Company:

Name _____ Title _____ SS # _____

Name _____ Title _____ SS # _____

Name _____ Title _____ SS # _____

Name _____ Title _____ SS # _____

► Financial

9. Bank Name _____

Account # _____ Type of account _____

Have you or your company:

10. Declared bankruptcy? Yes No

11. Been a defendant in a lawsuit? Yes No

12. Any outstanding and/or unsatisfied judgments or liens against you? Yes No

13. Ever been involved in a business venture that failed? Yes No

14. Any outstanding debt(s) with any insurance company or companies? Yes No

If you answered "Yes" to any of the above, please attach a detailed explanation.

RESIDENT LICENSE FEES BY STATE

Alaska	No Fee
Arizona	No Fee
Arkansas	GTL pays fee
California	\$22.00 (as of 11/02)
Colorado	No Fee
Connecticut	\$45.00
Delaware	\$25.00
Washington, D.C.	\$25.00
Florida	\$60.00 (Non-Resident: add'l \$6./per county)
Georgia	\$20.00
Hawaii	No Fee
Illinois	No Fee
Indiana	No Fee
Iowa	No Fee
Kansas	\$5.00 (copy of Error & Omissions Policy)
Kentucky	\$40.00 (Resident Corporation: \$100.00) (copy of Error & Omissions Policy) Non-Resident Individual \$50.00 (Non-Resident Corporation \$120.00)
Louisiana	\$20.00
Maine	\$30.00 (Non-Resident: \$70.00)
Maryland	No Fee
Massachusetts	\$50.00
Michigan	\$5.00
Minnesota	\$10.00
Mississippi	\$15.00 for General Agent \$10.00 for Sub-Agent
Missouri	No Fee
Nebraska	\$8.00
Nevada	\$15.00
New Hampshire	\$25.00
New Jersey	No Fee
New Mexico	\$23.00
New York	GTL is not licensed in New York
North Carolina	\$20.00
Ohio	\$20.00
Oklahoma	\$40.00
Oregon	No Fee
Pennsylvania	\$12.50
Rhode Island	No Fee
South Carolina	GTL pays fee
Tennessee	\$15.00
Texas	\$10.00
Virginia	\$14.00
West Virginia	GTL pays fee
Wisconsin	\$7.00 (Non- Resident: \$24.00)

**This page is for
your information
only. There is no
need to send
money at this
time.**

SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT

The Fair Credit Reporting Act (FCRA) is designed to promote accuracy, fairness, and privacy of information in the files of every Consumer Reporting Agency (CRA). Most CRAs are credit bureaus that gather and sell information about you — such as where you work and live, if you pay your bills on time, and whether you've been sued, arrested, or filed for bankruptcy — to creditors, employers, landlords and other businesses. The FCRA gives you specific rights in dealing with CRAs, and requires CRAs and certain other individuals or entities to provide you with a summary of these rights as listed below. You can find the complete text of the FCRA, 15 U.S.C. 1081 at the Federal Trade Commission's website (<http://www.ftc.gov>).

- **You must be told if information in your file has been used against you.** Anyone who uses information from a CRA to take adverse action against you — such as denying an application for credit, insurance, or employment — must give you the name, address, and phone number of the CRA that provided the report.
- **You can find out what is in your file.** At your request, a CRA must give you the information in your file, and a list of everyone who has requested it recently. There is no charge for the report if an individual or company has taken adverse action against you because of information supplied by the CRA, if you request the report within sixty (60) days of receiving the notice of the adverse action. You are also entitled to one free report every twelve (12) months upon request, if you certify that (1) you are unemployed and plan to seek employment within sixty (60) days, (2) you are on welfare, or (3) your report is inaccurate due to fraud. Otherwise, a CRA may charge you a fee of up to eight dollars to provide you a copy of your report.
- **You can dispute inaccurate or incomplete information with the CRA.** If you tell a CRA that your file contains inaccurate or incomplete information, the CRA must reinvestigate the items (usually within thirty [30] days) by presenting to its information source all relevant evidence you submit, unless your dispute is frivolous. The source must review your evidence and report its findings to the CRA. (The source also must advise national CRAs to which it has provided the information of any error.) The CRA must give you a written report of the investigation, and a copy of your report if the investigation results in any changes. If the CRA's investigation does not remove the dispute, you may add a brief statement to your file. The CRA must normally include a summary of your statement in future reports. If an item is deleted or a dispute statement is filed, you may ask that anyone who has recently received your report be notified of the change.
- **Inaccurate information must be corrected or deleted.** A CRA must remove or correct inaccurate or unverified information from its files, usually within thirty (30) days after you dispute its accuracy or completeness. However, the CRA is not required to remove data from your file that is accurate unless it is outdated (as described below) or cannot be verified. If your dispute results in any change to your report, the CRA cannot reinsert into your file a disputed item unless the information source verifies its accuracy and completeness. In addition, the CRA must give you a written notice telling you it has reinserted the item. The notice must include the name, address and phone number of the information source.
- **You can dispute inaccurate items with the source of the information.** If you tell a person or entity such as a creditor who reports to a CRA — that you dispute an item, they may not then report the information to a CRA without including a notice of your dispute. In addition, once you have notified the source of the error in writing, it may not continue to report the information if it is, in fact, an error.
- **Outdated information may not be reported.** In most cases, a CRA may not report negative information that is more than seven (7) years old, or ten (10) years for bankruptcies.
- **Access to your file is limited.** A CRA may provide information about you only to those who have a need recognized by the FCRA usually to consider an application you have submitted to a creditor, insurer, employer, landlord, or other business.
- **Your consent is required for reports that are provided to employers, or reports that contain medical information.** A CRA may not report to your employer, or prospective employer, about you without your written consent. A CRA may not divulge medical information about you without your consent.
- **You may choose to exclude your name from CRA lists for unsolicited credit and insurance offers.** Creditors and insurers may use file information as the basis for sending you unsolicited offers of credit or insurance. Such offers must include a toll free number for you to call if you want your name and address removed from future lists. If you call, you must be kept off the lists for two years. If you request, complete, and return the CRA form provided for this purpose, you must be taken off the lists indefinitely.
- **You may seek damages from violators.** You may sue a CRA or other party in state or federal court for violations of the FCRA.
- **You may have additional rights.** You may have additional rights under state law and you may wish to contact local consumer protection agency or a state attorney general to learn of your potential rights.

Request for Taxpayer Identification Number and Certification

Give form to the
 requester. Do not
 send to the IRS.

Print or type See Specific Instructions on page 2.	Name	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	
City, state, and ZIP code		
Requester's name and address (optional)		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

Social security number
+

or

Employer identification number
+

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶
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Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

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

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515**, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

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

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

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

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

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

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments (29% after December 31, 2003; 28% after December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

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

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

Sole proprietor. Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

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

Note: *You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).*

Exempt From Backup Withholding

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

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

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

Exempt payees. Backup withholding is **not required** on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2);
2. The United States or any of its agencies or instrumentalities;
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities;
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities; or
5. An international organization or any of its agencies or instrumentalities.

Other payees that **may be exempt** from backup withholding include:

6. A corporation;
7. A foreign central bank of issue;
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;

- 9. A futures commission merchant registered with the Commodity Futures Trading Commission;
- 10. A real estate investment trust;
- 11. An entity registered at all times during the tax year under the Investment Company Act of 1940;
- 12. A common trust fund operated by a bank under section 584(a);
- 13. A financial institution;
- 14. A middleman known in the investment community as a nominee or custodian; or
- 15. A trust exempt from tax under section 664 or described in section 4947.

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

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13 . Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹ See **Form 1099-MISC**, Miscellaneous Income, and its instructions.
² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are **not exempt** from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

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

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

If you are a single-owner **LLC** that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)** on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

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

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at www.ssa.gov/online/ss5.html. You may also get this form by calling 1-800-772-1213. Use **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at www.irs.gov.

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

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

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

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** on page 2.

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

³ **You must show your individual name**, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

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

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.





Mike Perzel, Genreal Agent

Commission Agreement – Agent
Insurance Company(s): Guarantee Trust Life Insurance Company (GTL)
Effective Date of this Schedule: July 1st, 2005

This Schedule of Commissions applies only to SAS, Inc. online sales for the products listed below for the above referenced Insurance Company(s) for so long as this Schedule of Commission remains in effect. SAS, Inc. reserves and shall have the right, at its sole option and discretion, to adjust or change the commissions at any time, on 10 day prior written notice to Agent. Upon termination of ELECTRONIC DISTRIBUTION and TELEMARKETING Agreement for cause, SAS, Inc.'s obligation to pay commissions for Online Sales for Online Products shall immediately cease. Agent must be licensed and appointed to sell in States where he/she receives a commission. Agent agrees to abide by all rules and regulations set forth in the Software and Web Link Agreement (version 2.0, March 16th, 2004).

Company	Product Name	1st Year Percentage of Premium
GTL	Home Alliance	70%

AGENT Commitments:

Production Requirement: None
Development Costs: None

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the day and year set forth above.

Producer: _____ SAS, Inc.: _____
 Signature: _____ Date: _____ Signature: _____ Date: _____
 Print Name: _____ Print Name: _____

SOFTWARE AND WEB LINK AGREEMENT

Version 2.0, March 16th, 2004

SAS, Inc. ("SAS") has developed software that would allow the undersigned's customers to purchase products over the Internet (the Software"). The Software is accessed through a web link (the "Link") to a SAS web server. The undersigned desires access to the Software through the Link to allow its customers to purchase products through the undersigned's website.

In consideration of use of the Software and the Link, the undersigned agrees to the following terms and conditions:

1. **Software Service.** During the term of this Agreement and in accordance with the terms hereof, SAS will provide the undersigned access to and the use of the Software. SAS may from time to time, as its sole discretion, change some or all of the functionality or any component of the Software to improve the performance, service quality, error correction or to maintain the competitiveness of the Software. At any time, SAS and the undersigned may agree to add new products, modify the products or provide the products through different companies.
2. **Title to Software.** The Software is licensed, not sold to the undersigned. The undersigned acknowledges and agrees that SAS possesses all right, title and interest, in and to the Software, any documentation, and any and all intellectual property rights associated therewith. The undersigned acknowledges that he/she/it receives no such right, title or interest to the Software, any documentation and any intellectual property rights associated therewith under this Agreement, except for the limited right of use described herein. The undersigned shall do nothing inconsistent with SAS's title to the Software. The undersigned agrees that he/she/it will not either during or after termination of this Agreement, contest or challenge SAS's ownership of the intellectual property rights in the Software and any documentation. The undersigned shall not and shall not allow its members, directors, officers, employees, or agents reproduce, decompile, or reverse assemble the Software or any portion of the Software.
3. **License.** SAS grants to the undersigned a world wide, non-exclusive, non-transferable, revocable right to use the Software during the term of this Agreement (the "License"). This License allows for an unlimited number of the undersigned's customers to remotely access and use the Software by means of the undersigned's website for the undersigned's business purposes only. The undersigned acknowledges and agrees that the companies that manufacture, produce, distribute and/or sell the products, not SAS, are responsible for administering, warranting and servicing the products, and for providing compensation to the undersigned.
4. **Server Hosting.** SAS agrees to host and maintain the Software on its server(s). SAS agrees to provide the undersigned with the Link to the Software. SAS cannot guarantee that use of the Software will be uninterrupted. The undersigned acknowledges and agrees that SAS owns any and all rights to, for all times, prior to, during and after the termination of this Agreement, the Link referenced herein.
5. **Confidentiality.** The parties agree not to permit access to or to disclose the other party's "Confidential Information," except to its authorized employees, agents, and contractors who are bound by confidential agreements and who need to use, or have access to, the other party's Confidential Information as permitted by this Agreement. Each party shall exercise all commercially reasonable safety precautions to protect the integrity and confidentiality of the other party's Confidential Information and shall inform all employees, agents and contractors having access to the Confidential Information of its confidential nature. "Confidential information" shall mean information, in whatever form, pertaining to a party's business, finances, customers, technology, marketing/product strategy, product offering that is identified or would be understood by the receiving party as being proprietary or confidential. The receiving party shall have no obligation of confidentiality with respect to any Confidential Information which the receiving party can demonstrate: a) was already known to the receiving party at the time of disclosure; b) is, or subsequently becomes, publicly available through no wrongful act of the receiving party; c) is disclosed to, or provided to, the receiving party by a third party without restrictions; or d) is developed independently by the receiving party without use of or access to the disclosing party's confidential information.
6. **Right to Perform Services for Others.** SAS shall be free, at all times, to develop, deploy, host and provide other services to other persons or entities, even though said parties provide the same or similar services and/or products as the undersigned. SAS retains the right and nothing shall prevent SAS from using any ideas, concepts, methods, processes, know-how, organization, techniques or any software, including the Software, in providing services to any third party.
7. **Limitations.**

(a) EXCEPT AS EXPLICITLY STATED IN THIS AGREEMENT, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, FOR THE SERVICES, SOFTWARE OR LINK PROVIDED UNDER THIS AGREEMENT. ALL SERVICES, LINKS, OR SOFTWARE PROVIDED UNDER THIS AGREEMENT ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED OR ARISING FROM CUSTOM, COURSE OF DEALING OR TRADE USAGE. TO THE EXTENT PERMITTED BY LAW, SAS DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SAS DOES NOT WARRANT THAT THE USE OF THE SOFTWARE OR THE LINK WILL BE UNINTERRUPTED OR ERROR-FREE.

(b) WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, SAS SHALL HAVE NO LIABILITY UNDER THIS AGREEMENT, OR OTHERWISE, FOR THE CONTENT OR THE CONTENT'S PRESENTATION CONTAINED IN THE UNDERSIGNED'S WEB SITES OR WEB PAGES OR ANY WEB SITES OR WEB PAGES TO WHICH THE UNDERSIGNED IS LINKED, PUBLISHED RATES, MISQUOTES, INCORRECT INFORMATION PROVIDED TO CUSTOMERS, LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, LOST DATA, OR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES OF ANY KIND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) STRICT LIABILITY, OR OTHERWISE.

(c) SAS shall not be liable or held responsible for impact on use of the Software resulting from non-SAS operated equipment including, but not limited to, Internet congestion and failure.

(d) The undersigned agrees to indemnify, defend and hold SAS, its affiliates, employees, officers, directors and shareholders harmless from and against any claims, suits, actions or proceedings brought and damages, costs (including attorney's fees) or judgments awarded against SAS that arise from or in connection with i) breach of this Agreement by the undersigned, ii) any claims or lawsuits initiated by the

undersigned's customers, iii) the undersigned's failure to comply with any and all applicable laws or regulations. SAS will give the undersigned prompt written notice of any claims.

8. Term. This Agreement shall be effective as of the effective date and shall remain in force, until terminated as provided herein. Either party may terminate this Agreement at any time upon five (5) days written notice to the other party. In the event of termination, the License granted in Section 3 will automatically terminate, and SAS shall be entitled to immediately cease providing the Services and to immediately terminate the undersigned's access to the Software. The following sections of this Agreement shall survive termination of the Agreement: 2, 5, 7 and 10.

9. The undersigned is responsible for obtaining any and all hardware, software and services that are necessary to connect to the SAS server and access the software.

10. Miscellaneous.

(a) No Agency. SAS, in rendering performance under this Agreement, is acting and shall act solely as an independent contractor. The undersigned does not undertake by this Agreement or otherwise to perform any obligation of SAS, whether by regulation or contract. In no way is SAS to be construed as the agent or to be acting as the agent of the undersigned in any respect, any other provisions of this Agreement notwithstanding.

(b) Governing Law/Consent to Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, without reference to the choice of law provisions thereof. Wisconsin law shall govern all aspects of all actions brought relating to the subject matter of this Agreement, without reference to the choice of law provisions thereof. The parties hereto consent to the exclusive jurisdiction and venue of the United States District Court for the Western District of Wisconsin or the Circuit Court of Rock County for any action that may be brought in connection with this Agreement.

(c) Unenforceability. If any provision of this Agreement or any word, phrase, clause, sentence, or other portion thereof should be held to be unenforceable or invalid for any reason, then provided that the essential consideration for entering into this Agreement on the part of any party is not unreasonably impaired, such provision or portion thereof shall be modified or deleted in such manner as to render this Agreement as modified legal and enforceable to the maximum extent permitted under applicable laws.

(d) Notices. Under this Agreement, if one party is required or permitted to give notice to the other, such notice shall be deemed given either (i) when transmitted by facsimile or (ii) two business days after depositing the notice in the U.S. mail, first-class postage prepaid, if the notice was sent to the other party at the address or facsimile number specified above, or at such other address or facsimile number as the party may specify in writing in accordance with this paragraph.

(e) Injunctive Relief. Each party acknowledges that its breach of this Agreement may cause the other party irreparable damage for which recovery of money damages would be inadequate. Therefore, each party agrees that the other party shall be entitled to seek injunctive relief to protect its rights under this Agreement in addition to any other remedies.

IN WITNESS WHEREOF, The undersigned and SAS have caused this Agreement to be signed and delivered by their duly authorized agents, all as of the dates et forth below.

Dated this ____ day of _____, 200__.

UNDERSIGNED

Company Name:

By:

Title:

SAS, INC.

By:

Title:

What SAS products are : BeniCard
you intending on using?
(check all that apply) Globe Life Ins. Company BHI - Markel Other _____

Accurately enter the website address that you are requesting SAS to approve the link(s) to:

Website Address(s): _____

(Attach a separate sheet if you have more domains to add)

Is/Are the above domain name registered to you? Yes No

Please enter the following information exactly as you would like it to appear on the agent information section of the SAS online programs:

Agent Name: _____ Contact Number (_____) _____

Email Address(s): _____