



BLOCK VISION OF TEXAS, INC.

AGENT/AGENCY QUESTIONNAIRE

Completed for an Agent Agency

NAME OF AGENT		NAME OF CORPORATION/AGENCY		AGENT'S EMAIL ADDRESS	DATE
BUSINESS ADDRESS	CITY	STATE	ZIP CODE	PHONE ()	
MAILING ADDRESS (P.O. Box)	CITY	STATE	ZIP CODE	FAX #	
HOME ADDRESS	CITY	STATE	ZIP CODE	PHONE ()	
PRINT NAMES AND SOCIAL SECURITY NUMBERS OF ALL LIFE/HEALTH AGENTS CURRENTLY IN YOUR EMPLOY:					
SOCIAL SECURITY NUMBER OF AGENT/FEDERAL TAX ID NUMBER OF AGENCY:					
Current license(s) held for state(s) listed below (photocopies of license(s) must be attached for each state license held) :					
Background: (Please explain, including dates, and "yes" answers on a separate sheet) Has Agent/Agency ever:					
had a complaint filed against you with, or been the subject of any investigation or proceeding by, any insurance department?					<input type="checkbox"/> YES <input type="checkbox"/> NO
been refused a bond?					<input type="checkbox"/> YES <input type="checkbox"/> NO
been involved in an administrative proceeding regarding any professional or occupational license either directly, or indirectly as an owner, partner, officer or director of any business that has been involved in such a proceeding?					<input type="checkbox"/> YES <input type="checkbox"/> NO
had an insurance agency contract or any other business relationship with an insurance company terminated for any alleged misconduct either directly, or indirectly as an owner, partner, officer or director of any business that has had any such contract terminated?					<input type="checkbox"/> YES <input type="checkbox"/> NO
been suspended, expelled, fined, barred, censured or otherwise disciplined or found to have violated any law or rule by any party in the insurance industry?					<input type="checkbox"/> YES <input type="checkbox"/> NO
been refused a license to sell insurance or membership in any industry organization or had a license suspended or revoked for cause by any jurisdiction?					<input type="checkbox"/> YES <input type="checkbox"/> NO
withdrawn any application or surrendered any license to avoid any disciplinary action or the denial of a license?					<input type="checkbox"/> YES <input type="checkbox"/> NO
been convicted of or plead no contest to any felony or misdemeanor, except for traffic offenses? If yes, give complete information and attach copy of court order.					<input type="checkbox"/> YES <input type="checkbox"/> NO
have any criminal charges pending against you?					<input type="checkbox"/> YES <input type="checkbox"/> NO
gone through bankruptcy, had salary attached or had any liens or judgments outstanding against you?					<input type="checkbox"/> YES <input type="checkbox"/> NO
are you currently a party to, or have you ever been found liable in any lawsuit or arbitration proceeding involving allegations of fraud, misappropriation or conversion of funds, misrepresentation or breach of fiduciary duty?					<input type="checkbox"/> YES <input type="checkbox"/> NO
are you presently indebted to any insurer or any insurance company or managing general agent?					<input type="checkbox"/> YES <input type="checkbox"/> NO
used any name other than the name listed at the top of this Questionnaire? If yes, list all names used.					<input type="checkbox"/> YES <input type="checkbox"/> NO

Commission Payments:

Directed to Agent YES NO
Directed to Agency* YES NO

DATE

SIGNATURE & TITLE OF OFFICER

* If yes, complete an additional Questionnaire and Agent Agreement for the Agency

General Authorization and Release: I hereby authorize Block Vision of Texas¹ to contact any past employer, business associate, business partner, military service, court, law enforcement agency, insurance company, financial institution, or any other person or entity to obtain information about my background, employment, schooling, business activities and experience, character, criminal record, or financial status.

I hereby authorize any of the above persons, institutions, or entities to provide the above information to Block Vision of Texas and waive and release any claims I may have related to the providing of such information. I also authorize them to rely on a photocopy or facsimile copy of this authorization.

I also acknowledge that Block Vision of Texas may participate in programs which provide background and financial information on insurance agents or producers, including debit balances. I authorize Block Vision of Texas to obtain information from these programs and to share any information obtained from other sources with these programs. I also waive and release any claims I may have related to the sharing of such information by Block Vision of Texas or the programs in which Block Vision of Texas participates.

This authorization is continuing and remains in effect until revoked by me in a writing delivered to an officer of Block Vision of Texas.

Signature of Writing Agent/Agency: _____ Date: _____

Acknowledged by Managing Producer: _____ Date: _____

¹ For purposes of this General Authorization and Release, Block Vision of Texas includes Block Vision of Texas, Inc. and related companies and their agents and representatives.

**Block Vision of Texas, Inc.
4100 Alpha Road, Suite 910
Dallas, Texas 75244
1-800-914-9795**

Fair Credit Reporting Act Consumer Disclosure:

Obtaining a “Consumer Report” Block Vision of Texas¹, in connection with the broker appointment process and when making a decision to offer you a producer Agreement or to continue an Agreement, may obtain and use a “consumer report” from a “consumer reporting agency.” These terms are defined in the Fair Credit Reporting Act as amended, 15, U.S.C. § 1681 et seq. (“FCRA”).

A “consumer reporting agency” is defined in the FCRA as a person or business that for monetary fees, dues, or in a cooperative nonprofit basis, regularly engages in whole or in part in the practice of assembling or evaluating consumer credit information or other information on consumers for the purpose of furnishing consumer reports to others.

A “consumer report” is defined by the FCRA as including any written, oral or other communication of any information by a “consumer reporting agency” bearing on a consumer’s credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living, which is used or expected to be used or collected in whole or in part for the purpose of serving as a factor in employment –related-decisions affecting a consumer.

As an individual with an interest in a relationship as a producer with Block Vision of Texas, you are a “consumer” with rights under the FCRA. If Block Vision of Texas obtains a “consumer report” about you and if Block Vision of Texas considers any information in the consumer report when making a decision that adversely affects you, you will be provided with a copy of the “consumer report” before the decision becomes final. You may also contact the Federal Trade Commission about your rights under the FCRA.

Signature of Writing Agent/Agency: _____ Date: _____

¹ For purposes of this Authorization and Release, Block Vision of Texas includes Block Vision of Texas, Inc., its related companies and their agents.

**Block Vision of Texas, Inc.
4100 Alpha Road, Suite 910
Dallas, Texas 75244
1-800-914-9795**

**COMMISSION AGREEMENT
BLOCK VISION OF TEXAS, INC.**
(“the Company” or “Us” or “Our”)

HEREBY APPOINTS

Name of Writing Agent (“You” or “Your”)

Name of Agency (“You” or “Your”)*

*(Complete only if commission payments directed to Agency)

IT IS AGREED AS FOLLOWS:

1. You are authorized to solicit and procure applications for group vision coverage in accordance with the Company’s evidence of coverage documents then in effect as may be issued by the Company and collect the full initial premiums thereon. All such premiums shall be paid promptly to the Company not subject to any offset by You and not to be commingled with Your personal funds.
2. You have no authority to make, alter or discharge any group contract or other document forming a part of the Company’s evidence of coverage, or extend the time of payment of any premium; or waive any group contract condition; or endorse checks payable to the Company; or collect any premium except the initial premium on policies issued hereunder, unless agreed to by the Company.
3. You agree to conduct yourself in accordance with the rules, instructions and regulations of the Company and the insurance laws and regulations of the state of Texas. If Your license is suspended, revoked or not renewed by the state of Texas, Your right to solicit business on Our behalf will be suspended until such time as Your license is reinstated or renewed.
4. From the Company's and Your standpoint, You are an independent contractor. Nothing contained in this agreement or in any course of dealing between You and the Company shall be construed or interpreted to create an employer-employee relationship between the Company and You. You have no obligation hereunder to solicit applications for the Company, and You are free to exercise Your own judgment as to the persons from whom applications are solicited. The Company shall bear none of the expenses of conducting Your business under this appointment.
5. **Compensation.**
 - Your commission rate is as follows: **10%** of collected premium, unless otherwise agreed to by the Company.
 - Commissions at the rate provided for herein, which rate is subject to change upon our mutual written agreement, shall be payable to You, Your executors, administrators or assigns, except that no assignment of commissions accrued or to accrue shall be binding upon the Company without its written consent. Commissions shall be payable only to the extent respective premium is paid to the Company. If a premium adjustment shall be made for any period, then a corresponding adjustment shall be made to Your commission for such period.
 - Commissions payable with respect to the same group contract may be divided between You and other licensed agents appointed by the Company upon our mutual agreement.
 - Commissions paid by us to You shall constitute full compensation for Your services performed in accordance with this Agreement. You are responsible for all expenses incurred by You in performance of this Agreement. If, for any reason, the contract between the Company and the employer or group is terminated for any reason, no further commissions shall be payable to You upon such group contract.
 - You shall be entitled to a commission for so long as You remain the broker of record and this agreement is in force. If an employer or group solicited by You provides us with notification of a change of its broker of record, Your entitlement to fees with respect to such employer or group shall terminate at the close of business on the effective date of the change designating another broker of record.
 - At any time while this agreement is in effect, or after it is terminated, You shall forfeit and shall not be entitled to receive any commissions due or to become due under this agreement, if You shall:
 - a. Violate any of the provisions of this agreement, or
 - b. Shall neglect to report and pay over to the Company any premium collected by the Agent, or sub-producer(s), or
 - c. Shall endeavor to induce or shall induce any employee, producer or representative of the Company to discontinue their association with the Company, or
 - d. Shall endeavor to induce or shall induce any client of the Company to relinquish a group contract with the Company.
 - If the Company shall return the premiums on a group contract or any portion of such premiums or cancel a group contract for any cause, You shall refund to the Company on demand the amount of commissions received on the premiums so returned. This provision shall survive termination of this Agreement.
6. **Underwriting.** The Company reserves the right in its sole discretion to decline any application for coverage, to refuse to renew any coverage, to withdraw any group contract or member certificate, or to return directly to covered persons or applicants any payments submitted to the Company without liability to You. This provision survives termination of this agreement.
7. **Indebtedness.** You hereby grant to the Company a first lien security interest in all commissions becoming due hereunder to secure any indebtedness of Yours to the Company; and the Company may at any time apply commissions payable to You hereunder to reduce any such outstanding indebtedness. You shall be responsible for any costs, including reasonable

attorney fees and other collection expenses, incurred by the Company in connection with the recovery from You of any indebtedness.

8. **Advertising.** You have no authority to advertise using the Company name, products, premium rates, or other related information unless the advertisement is pre-approved in writing through the Company's advertising review process.
9. **Privacy.** You agree that all nonpublic personal financial information or nonpublic personal health information related to any subscriber or member or to any consumer or customer (as such terms are defined under applicable state or federal privacy laws) of Us, obtained by You in the performance of Your duties and obligations under this Agreement shall be held in the strictest confidence by You, Your producers and employees. You shall not disclose or use such information except as necessary to carry out Your duties and obligations under this Agreement or as otherwise required under applicable state or federal law. This provision survives termination of this Agreement.
10. **Termination.** In addition to the methods otherwise herein provided, this Agreement may be terminated by either party hereto, by notice in writing of the election to terminate delivered personally or mailed certified to the other party at the last known address. Said termination shall be effective ten calendar days after the date shown on such termination notice or as state regulation dictates. After the termination date, commissions which would otherwise be subsequently earned shall no longer be due. Upon Your death, this agreement shall terminate and any monies which are then earned and to which You would have been entitled at the time of death shall be paid, as the premiums are paid to the Company, to whomsoever shall be entitled thereto by the laws of descent and distribution, or Your last will and testament. Such monies will be held by the Company without interest or penalty until lawful determination is accepted by the Company as to the recipient of the monies.
11. **Termination for Cause.** This agreement may be terminated for cause immediately by written notice to the other party. You hereby represent, and agree that this Agreement is contingent on Your continuing representation, that You have not been convicted, and to the best of Your knowledge that none of Your producers or employees have ever been convicted, of any state or federal felony involving dishonesty or a breach of trust. You agree to notify us immediately in writing of any charges or actions brought in any court or by any regulatory body against You, Your producers or employees and of any felony conviction(s) of You, Your producers or employees. Failure to comply with any of the provisions of this section shall be cause for immediate termination of this Agreement.
12. **No Exclusivity.** The territory in which You are licensed to represent us is not exclusively assigned to You and we have the right to enter into similar arrangements with others and You have the same right.
13. **Audit of Agent.** All of Your books, accounts and records related to the business of the Company shall be subject to audit and inspection by the Company or its duly authorized representative at all times, including a period of sixty (60) days after termination hereof. The Company may at any time make copies of or take extracts from such books, accounts, paper documents and records as it may deem necessary.
14. **Records and Supplies.** All records maintained by the Agent hereunder and all books, rate manuals, forms and other supplies furnished to the Agent by the Company shall be and remain the property of the Company and shall be returned to the Company promptly following termination hereof. All notices shall be deemed given when received.
15. **Legal Proceedings.** This Agreement shall be governed as to performance, administration and interpretation by the laws of the state of Texas. If a dispute arises out of or relates to this agreement, or breach thereof, which cannot be settled through discussion or negotiation, The Company and You agree to use binding arbitration according to the rules of the American Arbitration Association as the only method to resolve disagreements or claims that are cognizable in a court of law.
16. **Prior Contracts Superseded.** This Agreement shall supersede any and all prior agreements between the parties hereto, whether written or oral, regarding the services performed by You for the Company. This Agreement constitutes the entire agreement between the parties hereto and is subject to termination by either party upon written notice to the other party.
17. **Hold Harmless.** You agree to indemnify and hold the Company harmless from any losses, expenses, costs and damages resulting from Your acts or omissions or Your breach of any of the terms of this Agreement.
18. This Agreement shall take effect as of the date set forth below by the Company.

BLOCK VISION OF TEXAS, INC.

Name of Writing Agent

By: _____
Name/Title:

Writing Agent's Signature

Effective Date: _____

Name of Agency*

By*: _____
Name/Title:

*(Complete/sign only if commission payments directed to Agency)

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 (as shown on your income tax return)	
	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.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. 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.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 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 to Form W-9 that specifies the following five items:

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

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

If you are a nonresident alien or a foreign entity 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 28% of such payments (after December 31, 2002). 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,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

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

Also see *Special rules regarding partnerships* on page 1.

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 income tax return. 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 income tax return 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. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

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 online at www.socialsecurity.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

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, 4, 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, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	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 and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

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.) Also see *Special rules regarding partnerships* on page 1.

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 or HSA. 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, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% 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.

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA”) to be effective _____, 201__ (the “Effective Date”) is made and entered into by and between Block Vision of Texas, Inc. (“BVT”), having a place of business at 4100 Alpha Road, Suite 910, Dallas, Texas 75244, and _____ (“Business Associate” or “BA”), having a principal place of business at _____.

RECITALS:

WHEREAS, BA provides services to BVT or performs or assists in performing a function or activity on behalf of BVT that involves the access to, use and/or disclosure of Protected Health Information (as defined in 45 C.F.R. 164.501, as may be from time to time updated, amended or revised); and

WHEREAS, the parties wish to enter into this BAA in order to ensure compliance with the requirements regarding the use and/or disclosure of Protected Health Information as required by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the federal Standards for Privacy of Individually Identifiable Health Information promulgated thereunder at 45 C.F.R. part 160 and part 164, Subparts A and E (the “Privacy Rule”), as may be required under the “Security Rule” and the “Transactions Rule” 45 C.F.R. Part 160, 164, subparts A, C and E, and Part 162, and as may be required under the Health Information Technology for Economic and Clinical Health Act (“HITECH”) in the American Recovery and Reinvestment Act of 2009 (“ARRA”) and its implementing regulations in 45 C.F.R. Part 164, subpart D (“HITECH Rule”).

NOW THEREFORE, for and in consideration of the representations, warranties and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I. DEFINITION OF TERMS

Terms used, but not otherwise defined, in this BAA shall have the same meaning as those terms in the Privacy Rule, the Security Rule, the Transactions Rule or the HITECH Rule.

II. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

1. Permitted Uses and Disclosures of Protected Health Information. Except as otherwise limited in this BAA, or in any agreement between BA and BVT pursuant to which BA provides services to or performs or assists in performing a function or activity on behalf of BVT (the “Services Agreement”), BA may use and/or disclose Protected Health Information to perform the functions, activities or services for or on behalf of BVT as contemplated by the Services Agreement, provided that such use and/or disclosure would not violate the Privacy Rule if done by BVT or the minimum necessary policies and procedures of BVT. Except as otherwise limited by this BAA, BA may use Protected Health Information for the proper management and administration of BA or to carry out the legal responsibilities of BA.

2. Responsibilities of Business Associate With Respect to Protected Health Information. With regard to the use and/or disclosure of Protected Health Information, BA hereby agrees to the following:

- (a) BA agrees to not use and/or disclose Protected Health Information other than as permitted or required by this BAA, the Services Agreement or as Required By Law.
- (b) BA agrees to use appropriate safeguards to prevent use or disclosure of Protected Health Information other than as provided for by this BAA.
- (c) BA agrees to report to BVT, in writing and within two (2) business days, any acquisition, access, use or disclosure of Protected Health Information not provided for by this BAA of which it becomes aware, including any security incident of which BA becomes aware.
- (d) BA agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by BA on behalf of BVT, agrees to the same restrictions and conditions that apply through this BAA to BA with respect to such information, including the reasonable and appropriate safeguards implementation requirement.
- (e) BA agrees to provide access, at the request of BVT, and in the time and manner designated by BVT, to Protected Health Information in a Designated Record Set, to BVT or, as directed by BVT, to an Individual in order to meet the requirements under 45 C.F.R. 164.524. This provision shall be applicable only if BA has Protected Health Information in a Designated Record Set.
- (f) BA agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that BVT directs or agrees to pursuant to 45 C.F.R. 164.526 at the request of BVT or an Individual, and in the time and manner directed by BVT. This provision shall be applicable only if BA has Protected Health Information in a Designated Record Set.
- (g) BA agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by BA on behalf of, BVT available to BVT or to the Secretary of the Department of Health and Human Services or his/her designee (the "Secretary"), in the time and manner designated by BVT or the Secretary, for purposes of the Secretary determining BVT's compliance with the Privacy Rule and the Security Rule.
- (h) BA agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for BVT to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. 164.528, as modified by HITECH for electronic health records.
- (i) BA agrees to provide to BVT or an Individual, in the time and manner directed by BVT, information collected in accordance with Section II.2.(i) of this BAA, to permit BVT to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with C.F.R. 164.528, as modified by HITECH for electronic health records.

3. Use and Disclosure in Connection with Standard Transactions. If BA conducts Standard Transactions (as defined in 45 C.F.R. Part 162) for or on behalf of BVT, BA will comply, and will require each subcontractor or agent involved with the conduct of such Standard Transactions to comply with each applicable requirement of 45 C.F.R. Part 162. BA will not

enter into, or permit its subcontractors or agents to enter into, any agreement in connection with the conduct of Standard Transactions for or on behalf of BVT that: (i) changes the definition, data condition, or use of a data element or segment in a Standard Transaction; (ii) adds any data elements or segments to the maximum defined data set; (iii) uses any code or data element that is marked “not used” in the Standard Transactions implementation specification or is not in the Standard Transactions implementation specification; or (iv) changes the meaning or intent of the Standard Transactions implementation specification.

4. Security Rule Requirements. BA understands that it is independently required by law to comply with the Security Rule. It agrees that it will (a) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of BVT; (b) report to BVT any acquisition, access, use or disclosure of protected health information, including all Security Incidents of which it becomes aware in accordance with Section II.2(c) above; and (c) ensure that any agent, including a subcontractor, to whom it provides Electronic Protected Health Information agrees in writing to implement reasonable and appropriate safeguards to protect such Electronic Protected Health Information.

III. OBLIGATIONS OF BVT

1. If deemed applicable by BVT, BVT shall:
 - (a) notify BA of any limitation(s) in any notice of privacy practices of BVT in accordance with 45 C.F.R. 164.520 to the extent that such limitation(s) may affect BA’s use or disclosure of Protected Health Information.
 - (b) notify BA of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect BA’s use or disclosure of Protected Health Information.
 - (c) notify BA of any restriction to the use or disclosure of Protected Health Information that BVT has agreed to in accordance with 45 C.F.R. 164.522, to the extent that such restriction may affect BA’s use or disclosure of Protected Health Information.
2. BVT shall not request BA to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by BVT.

IV. TERM AND TERMINATION

(a) Term. The term of this BAA shall be effective as of the Effective Date and shall terminate when all of the Protected Health Information provided by BVT to BA, or created or received by BA on behalf of BVT, is destroyed or returned to BVT, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such Protected Health Information in accordance with Section IV. (c) below.

(b) Termination for Cause. Upon BVT's knowledge of a material breach by BA, BVT shall, at its sole option, do any of the following:

- (1) terminate the Services Agreement and this BAA; provided, however, that BA shall have the opportunity to cure the breach or end the violation within fifteen (15) days of receipt of BVT’s notice of breach and neither the Services Agreement nor this

BAA shall terminate if BAA cures the breach or ends the violation, to BVT's satisfaction, within such fifteen (15) day period;

(2) immediately terminate the Services Agreement and this BAA if BA has breached a material term of this BAA and cure is not possible; or

(3) if neither termination nor cure is feasible, BVT shall report the violation to the Secretary.

(c) Effect of Termination.

(1) Except as provided in paragraph (2) of this Section IV. (c), upon termination of this BAA or the Services Agreement for any reason, BA shall return or destroy all Protected Health Information received from BVT, or created or received by BA on behalf of BVT. This Section IV. (c) (1) shall apply to Protected Health Information that is in the possession of subcontractors or agents of BA. BA shall retain no copies of Protected Health Information.

(2) In the event that BA determines that returning or destroying Protected Health Information is infeasible, BA shall provide in writing to BVT notification of the conditions that make return or destruction infeasible. Upon BVT'S determination that return or destruction of Protected Health Information is infeasible, BA shall extend the protections of this BAA to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as BA maintains such Protected Health Information.

V. MITIGATION

BVT and BA shall cooperate in an effort to mitigate any harmful effects from a violation of this BAA or from any incident of improper acquisition, access, use or disclosure of protected health information. BA shall not undertake any mitigation efforts without consultation with BVT.

VI. LIABILITY AND INDEMNIFICATION

Each party shall be solely liable for any violations of the Privacy, Security or HITECH Rules by its employees, agents or representatives. Any party in violation shall indemnify and hold the party not in violation harmless from any fines and penalties that are assessed by any regulatory authorities against the party not in violation as a result of the acts or omissions of the party in violation. In addition, the party in violation shall be liable for the costs and expenses (including reasonable attorneys' fees) related to any required notifications and other mitigation directed to individuals affected by the violation.

VII. MISCELLANEOUS

1. Regulatory References. A reference in this BAA to a section of the Privacy Rule, Security Rule, HITECH or other HIPAA standard means the section as in effect or as amended.

2. Amendment. BA and BVT agree to take such action as is necessary to amend this BAA from time to time as is necessary for BVT to comply with the requirements of the Privacy Rule, the Security Rule and HIPAA. Additionally, BVT may amend this BAA upon thirty (30) days written notice to BA and the amendment shall automatically be made a part of this BAA unless BA provides written objection to such amendment within such notice period.

3. Survival. The respective rights and obligations of BA under Section IV. (c) of this BAA regarding effect of termination shall survive the termination of this BAA and/or the Services Agreement. Additionally, the provisions of Section VI. of this BAA regarding indemnification and the provisions of Section VII. 6. of this BAA regarding construction of this BAA as a general confidentiality agreement shall survive the termination of this BAA and/or the Services Agreement.

4. Interpretation. Any ambiguity in this BAA shall be resolved to permit BVT to comply with the Privacy Rule and other applicable HIPAA standards.

5. Effect of BAA on Services Agreement. This BAA amends the Services Agreement. Except as amended by this BAA, the terms and provisions of the Services Agreement shall remain in full force and effect.

6. Confidentiality Agreement. BA agrees that the terms and conditions of this BAA shall be construed as a general confidentiality agreement that is binding upon BA even if it is determined that BA is not a business associate of BVT as that term is used in the Privacy Rule.

7. Notices. Any notice or other communication required or permitted to be given under this BAA shall be sent to the parties at their respective addresses set forth above, or to such other address designated by a party from time to time in accordance with this Section VII. 7.

IN WITNESS WHEREOF, the parties have caused this Business Associate Agreement to be signed by their duly authorized representatives.

Block Vision of Texas, Inc.

Business Associate:

[print complete name]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____
[print title if BA is not an individual]