

Instructions

1. **Review** [Principal Privacy Page](#).
2. **Complete** and sign on the signature page.



Please return the signed form to:
Sales Compensation Administration
Principal Life Insurance Company
Des Moines, Iowa 50392-0470



Email
Or, email completed form to:
Commissions.Group@principal.com



Questions?
800-388-4793

Definitions

Throughout this Agreement, the terms “We,” “Our,” “Us” and “Company” mean Principal Life Insurance Company®, and the terms “You” and “Your” mean the Agent of Record designated in and signing this Agreement.

Agent of Record means the person named soliciting agent in the Group Policy Application.

Premium..... means amounts paid to Us and received by Us as Premium and determined by Us to be covered by this Agreement.

Group Policy means a group insurance policy issued by Us.

Compensation Year means a twelve-month period beginning on the effective date of the policy anniversary.

Participation Percentage..... means at policy anniversary of each year, the percentage calculated when the number of employees enrolled under a Group Policy for Voluntary Term Life is divided by the total number of employees eligible for Voluntary Term Life under that Group Policy.

Commission compensation

Subject to the terms of this Agreement, We will pay commissions to You in accordance with the commission scale selected by you, if a new coverage, or the commission scale in effect at the time you were named Agent of Record. Commissions will be based on Premium paid to Us each year for each Group Policy covered under this Agreement. We will pay commissions to You for a Group Policy while You are recognized by the Group Policyholder and Us as Agent of Record and You provide service to the Policyholder in a manner satisfactory to Us. If the Policyholder notifies Us in writing that You are no longer to be Agent of Record, commissions will terminate.

If a Group Policy is no longer in force, commissions may be paid if Premiums are received after the termination date, but such commissions will not be paid top of scale. Commissions will be reversed if any Premium is refunded.

If a Group Policy application names more than one Agent of Record, commissions will be split in the proportion agreed to by the Agents of Record and accepted by Us. Assignment of compensation will not be effective unless made in writing and received and accepted by Us at Our home office in Des Moines, Iowa. In no event does the Company assume any responsibility for the validity or effect of any assignment.

Any changes We make to this Commission Compensation section must be authorized by an officer of the Company. We will provide You with written notice of any such changes. We may, by written notice to You, change any or all of the rates paid under the commission schedules or provisions in this section.

Service fees

Subject to the terms of this Agreement, You may provide certain administration services to the Group Policyholder for a rated service fee. You represent and warrant that You disclosed the rated service fee to the Group Policyholder on or before the point of sale. Company will collect the rated service fee and pay it to You while You are recognized by the Group Policyholder and Us as Agent of Record and You provide administrative services to the Group Policyholder in a manner satisfactory to Us. If the Group Policyholder notifies Us in writing that You are no longer to be Agent of Record, We will cease paying this fee to You.

If You provide administrative services, You represent and warrant that You have entered into a third-party administration (TPA) agreement with the Group Policyholder to perform such administrative services on the Group Policyholder's behalf. You may instruct Us to send all communications intended for the Group Policyholder to You and, in such cases, You represent and warrant that You will distribute the communications to the Group Policyholder. Your TPA services on behalf of the Group Policyholder shall be compatible with Our administrative processes and in compliance with Our policies, procedures, and standard administrative guidelines.

We will collect and pay the rated service fees, which will be based on Premium received. If a Group Policy is no longer in force, the rated service fee may be collected and paid to You if Premiums are received after the termination date. The rated service fee will be reversed if any Premium is refunded.

If a Group Policy application names more than one Agent of Record, the rated service fee will be split in the proportion agreed to by the Agents of Record and accepted by Us. Assignment of the rated service fee will not be effective unless made in writing and received and accepted by Us at Our home office in Des Moines, Iowa. In no event does the Company assume any responsibility for the validity or effect of any assignment.

Any changes We make to this Service Fee section must be authorized by an officer of the Company. We will provide You with written notice of any such changes. We may, by written notice to You, change any or all of the rates paid under this section.

Duties and responsibilities

The Company is committed to excellence in its work on behalf of customers. We define excellence in the customers' terms, not Our own. We believe Our customers expect that We work professionally and ethically on their behalf, abiding by legal requirements and industry standards. They also expect Us to act in a socially and morally acceptable manner, efficiently, effectively, and as economically as possible.

As You represent the Company's products and services to prospects and customers, You are expected to adhere to Our ethics and practices without compromise.

You agree to:

- Know and abide by all industry, company, and regulatory laws and guidelines.
- Never falsify documents.
- Advise Your customers to make all premium payments, deposits, and payment of any funds owed the Company directly to the Company. Never accept or authorize yourself to accept monies for the Company. You may not use Your own bank account(s) for holding customer funds.
- Accept only signatures that You know to be authentic and made by the person named on the document.
- Never allow substitute signatures for any reason, with or without permission.
- Advise Us immediately of any prior or future felony convictions in accordance with The Violent Crime Control and Law Enforcement Act of 1994.
- Acquire and maintain professional errors and omissions insurance to cover Your activities under this Agreement. Upon Our request, You agree to provide evidence of such coverage.
- Accept any communications sent by Us to You, regardless of medium.
- Provide assistance in resolving customer complaints, as requested.
- Assist with enrollment, as needed.
- Help keep Our Group Policies in force.

Limitations

Your relationship with Us is that of an independent contractor, not an employee.

Your authority will extend no further than is stated in this Agreement. Under no circumstances may You:

- Incur any debt or liability against Us.
- Accept risks of any kind, determine insurability, or bind Us in any way.
- Make, change, or discharge any contract.
- Initiate legal proceedings or actions in insurance departments and other administrative agencies in Our name.
- Waive any provision of any Group Policy, or waive any of our rights to Group Policies, including, but not limited to, the right to correct and complete information on applications.
- Make any promises on behalf of the company regarding coverage, effective dates, claim payments, premium rates, or other matters without the expressed written permission from an officer of the Company.
- Use any sales material, software, sales concepts, supplies or advertising other than supplied or approved by Us, except with Our written approval.
- Pay, allow, or offer any rebate.
- Use the Company's name in connection with any bank account or account with any other financial institution.

Confidentiality and privacy

The parties agree to comply with the Business Associate Agreement attached as Addendum A and incorporated into this Agreement by this reference.

You acknowledge that, in the course of performing Your duties under this Agreement or otherwise, You may receive or learn information about individuals who have applied for or purchased financial products or financial services from Us, including, but not limited to, personal, financial and/or health information ("Confidential Information"). For situations involving Confidential Information that is not covered by the Business Associate Agreement Addendum, the following provisions shall apply:

Restrictions on disclosure. You agree to keep all Confidential Information strictly confidential. You also will not use or disclose to any affiliate or third party, either orally or in writing, any Confidential Information for any purpose other than the purpose for which the Confidential Information was provided to You. Without limiting any of the foregoing, You agree to take all precautions that are reasonably necessary to protect the security of the Confidential Information. You agree to restrict access to the Confidential Information to those of Your employees who need to know that information to perform Your duties under this Agreement. The obligations of this provision extend to all of Your employees, agents, affiliates and contractors and You shall inform such persons of their obligations hereunder.

Return of confidential information. You further agree that, upon Our request, You will return to Us all tangible items containing any Confidential Information You received or learned from Us, including all copies, abstractions and compilations thereof, without retaining any copies of the items required to be returned. This provision does not apply to Confidential Information provided directly to You by the customer. Also, with respect to the Confidential Information referenced in the first sentence of this provision, You may retain copies on a confidential basis to the extent: (i) required by applicable law; and/or (ii) the copies are contained in electronic records or files that are automatically saved pursuant to Your archiving or document retention practices or procedures and cannot reasonably be deleted.

Notification obligation. Upon learning of any unauthorized disclosure or use of any Confidential Information, You shall notify Us promptly and cooperate fully with Us to protect such Confidential Information.

Disclosure required by law. If You believe it is required by law or by a subpoena or court order to disclose any Confidential Information, then You, prior to any disclosure, shall promptly notify Us in writing, attaching a copy of the subpoena, court order or other demand and shall make all reasonable efforts to allow Us an opportunity to seek a protective order or other judicial relief. This provision does not apply to audits and inquiries from State or Federal regulatory agencies if You are legally required to provide them with access to Your records.

Survival. The provisions of this Agreement relating to confidentiality shall survive termination or expiration of this Agreement.

Compliance with law

In connection with Your performance under this Agreement, You agree to comply with all applicable laws including, but not limited to, laws protecting the privacy of non-public personal information about individuals.

Review of compensation statements

You agree to promptly examine any statement of account (including all amounts and types of compensation paid to You) upon receipt of each statement. You also agree to immediately notify Us in writing of any discrepancy with Your records. If You do not notify Us within one year of receipt, You will have waived any objection to the accuracy of the statement.

Indebtedness

We will take any action necessary to collect any Indebtedness You owe Us. Indebtedness means any debt, liability or debit balance resulting from Our reversal of commissions under any contract or agreement You have or have had with Us. It also means any amount paid by Us to settle a complaint or satisfy any judgment entered by any court, administrative agency or arbitrator related to any products sold by You, or to a breach of Your duties and responsibilities contained in this Agreement, whether or not the liability for settlement or satisfaction of judgment arose after the termination of this Agreement. We may offset any Indebtedness, or any of Our subsidiaries or affiliates, against any amounts We owe You.

Amendments

Except as otherwise provided in this Agreement, no alteration or amendment of this Agreement will be valid unless approved in writing by both parties.

Governing law

This is an Iowa contract and will be construed in accordance with the laws of the State of Iowa.

Termination

1. We or You can terminate this Agreement at any time for any reason. Notice of termination must be in writing and specify the date of termination. Notice will be effective on the earlier of mailing to the addressee's last known address or delivery to the addressee.
2. We may terminate this Agreement without giving prior written notice if We reasonably believe that You have committed any fraudulent, dishonest or illegal act arising out of or related to this Agreement or Our business or violated any provision of this Agreement or Company policy. For termination under this subsection 2, the date of such termination will coincide with the date of the violation or act giving rise to termination.
3. This Agreement will terminate immediately in the event of: cancellation or revocation of Your appointment with us; cancellation, revocation or expiration of Your license to sell insurance; or Your death.

Signature page

Your signature certifies You have read, understand and agree to abide by all provisions in this Agreement, including the attached Business Associate Agreement Addendum. Your signature also certifies You are properly licensed to solicit all forms of insurance covered in this Agreement. After you sign this Agreement, it will take effect once We receive and accept it at Our home office in Des Moines, Iowa.

If there are any alterations to this document (other than the addition of an authorized signature and date), the document will not become a valid, binding agreement and instead will be null and void.

Agent's name (please print)

If paying to an agency, a main firm contact must be provided to manage online access. This must be an individual.

Name

Email address

By _____
Agent's signature

By  _____
Principal Life Insurance Company, Sales Support Officer

Agency (Please print)

Social Security if paying to Individual OR Federal
Identification Number if paying to Agency.

Date

Addendum A

Business associate agreement

You acknowledge that in the sale of medical, dental, or vision product, the following applies:

Privacy obligations of business associate

A. Definitions

For purposes of this Agreement:

- (1) "Business Associate" means the Agent of Record designated in and signing this Agreement and "Covered Entity" shall mean Company.
- (2) "ARRA" means the American Recovery and Reinvestment Act of 2009.
- (3) "Breach" has the meaning given to that term by 45 CFR 164.402.
- (4) "Business Relationship" means the business relationship between Business Associate and Covered Entity, as set forth in this Agreement.
- (5) "Designated Record Set" means any item, collection, or grouping of information that includes PHI (as defined below) and is maintained, collected, used or disseminated by or for Covered Entity.
- (6) "Individual" means the person who is the subject of PHI and will include a person who qualifies as a personal representative in accordance with the Privacy Rule.
- (7) "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- (8) "PHI" means all Protected Health Information, as that term is defined in 45 CFR 160.103, regardless of form, that is created or received by Business Associate from or on behalf of Covered Entity.
- (9) "Required By Law" means a mandate contained in law that compels the use or disclosure of PHI and that is enforceable in a court of law.
- (10) "Security Rule" means the Standards for Protection of Electronic Protected Health Information at 45 CFR part 160 and part 164, subpart C.
- (11) "Security Incident" has the meaning given to that term by 45 CFR Section 164.304.
- (12) "Unsecured Protected Health Information" has the meaning given to that term by 45 CFR 164.402.
- (13) "HIPAA Rules" means the Privacy Rule, Security Rule, Breach Notification Rules and Enforcement Rules at 45 CFR Part 160 and Part 164.

Capitalized terms used but not otherwise defined in this Agreement will have the same meaning as in the HIPAA Rules.

B. Obligations and activities of business associate

- (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Agreement, or as Required By Law. If Business Associate believes it is Required By Law or by a subpoena or court order to disclose any PHI, then Business Associate, prior to any disclosure, will promptly notify Covered Entity in writing attaching a copy of the subpoena, court order, or other demand and will make all reasonable efforts to allow Covered Entity an opportunity to seek a protective order or other judicial relief.
- (2) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement.
- (3) Business Associate agrees to implement administrative, physical, and technical safeguards (including written policies and procedures) that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by the Security Rule. Business Associate will comply with the requirements of 45 CFR Sections 164.308, 164.310, 164.312 and 164.316 in the same manner as if it were a covered entity under those regulations.
- (4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

- (5) Business Associate agrees to promptly report to Covered Entity any use or disclosure of PHI not provided for by this Agreement, including any Breaches of Unsecured Protected Health Information, in accordance with 45 CFR 164.110, or any Security Incident of which the Business Associate becomes aware.
- (6) Business Associate agrees to ensure that any agent, including a subcontractor, that creates, maintains, receives or transmits PHI agrees to the same restrictions, requirements and conditions that apply through this Agreement to Business Associate with respect to such information, in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable.
- (7) Business Associate agrees to ensure that any agent, including a subcontractor, to whom Business Associate provides electronic PHI agrees to the same restrictions, requirements and conditions that apply through this Agreement to Business Associate with respect to such information, in accordance with 164.308(b)(2), if applicable.
- (8) With respect to PHI contained in a Designated Record Set, Business Associate agrees to provide, within seven (7) days after a request by Covered Entity, access to such PHI to Covered Entity or, as directed by Covered Entity, to an Individual in order to allow the Covered Entity to meet its obligations pursuant to 45 CFR 524.
- (9) With respect to PHI contained in a Designated Record Set, Business Associate agrees to promptly make any amendment(s) to such PHI that Covered Entity directs in accordance with 45 CFR 164.526.
- (10) Business Associate agrees to make all PHI, and all internal practices, books, and records, relating to its policies and procedures regarding the use and disclosure of PHI, available to Covered Entity or to the Secretary of the Department of Health and Human Services ("Secretary"), upon the request or at the direction of Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- (11) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI for purposes other than treatment, payment, or health care operations, as per 45 CFR 164.528 (as applied in accordance with Section 13405(c) of ARRA) and to provide the information contained in such documentation to Covered Entity or the Individual requesting the accounting within seven (7) days after a request for such information.
- (12) Business Associate agrees to report to the Covered Entity any Breach of Unsecured Protected Health Information without unreasonable delay and in no event more than sixty (60) calendar days after it discovers the Breach. The notification shall include, to the extent possible, the identification of each individual whose Unsecured Protected Health Information has been or is reasonably believed by the Business Associate to have been included in the Breach. Business Associate shall also include such other information available to the Business Associate that the Covered Entity may by law be required to include in any notification to an Individual pursuant to 45 CFR 164.404(c). To the extent that Covered Entity is obliged to provide notice pursuant to Section 13402 ARRA as result of a Breach of Unsecured Protected Health Information by Business Associate or the agent of subcontractor of Business Associate, Business Associate shall, upon the written request of the Covered Entity, provide such notice on behalf of Covered Entity. Such request must be made within ten (10) days after receipt of notice from Business Associate as provided above and Covered Entity shall promptly provide information needed by Business Associate to give such notice.
- (13) With respect to any use, disclosure or request for PHI described 45 CFR 502(b)(1), Business Associate shall limit the PHI to the extent practicable to the limited data set as defined in 45 CFR 164.514(e)(2) or, if needed, to the minimum necessary to accomplish the intended purpose of such use, disclosure or request.

C. Permitted uses and disclosures by business associate

- (1) Except as otherwise limited in this Agreement, Business Associate may disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Agreement, provided that such use or disclosure would not violate (i) the Privacy Rule if done by Covered Entity or (ii) the minimum necessary policies and procedures of Covered Entity.
- (2) Except as otherwise limited in this Agreement, Business Associate may use PHI for its proper management and administration or to carry out its legal responsibilities. However, in the case of any disclosures for such purposes that are not Required By Law, Business Associate will obtain reasonable assurances from the person to whom the disclosure is made that the disclosed PHI will remain confidential and be used and disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person agrees to notify Business Associate of any instances of which it becomes aware in which the confidentiality of PHI has been breached.
- (3) Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by the Privacy Rule.

D. Obligations of covered entity

- (1) Covered Entity will notify Business Associate of any limitations in Covered Entity's notice of privacy practices to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- (2) Covered Entity will notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- (3) Covered Entity will notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to for an Individual to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

E. Termination

- (1) Upon either party becoming aware of a material violation of the terms of this Business Associate Agreement, the non-breaching party shall either:
 - a. Provide an opportunity for the breaching party to cure the breach or end the violation, and terminate this Agreement if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party; or
 - b. Immediately terminate this Agreement if cure is not possible.
- (2) Business Associate will, upon request of Covered Entity or upon termination for any reason of the Business Relationship, return to Covered Entity or destroy all PHI, including all copies, abstractions, and compilations thereof. This provision will apply to PHI that is in the possession of subcontractors or agents of Business Associate, as well as to PHI that is in the possession of Business Associate.
- (3) In the event Business Associate determines that returning or destroying some or all of the PHI is infeasible, Business Associate will provide to Covered Entity written notification of the conditions that make return or destruction infeasible. If Covered Entity agrees that return or destruction of PHI is infeasible, Business Associate will extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such PHI.

F. Miscellaneous

- (1) Regulatory references. A reference in this Agreement to the Privacy Rule or Security Rule or a section in the Privacy Rule or Security Rule means that rule or section as amended from time to time.
- (2) Compliance with law. In connection with its performance under this Agreement, the parties shall comply with all applicable laws, including but not limited to the Privacy Rule, the Security Rule, ARRA and other applicable laws protecting the privacy of personal information about individuals.
- (3) Amendment. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for each party to comply with the requirements of the Privacy Rule and Security Rule and the Health Insurance Portability and Accountability Act of 1996 and ARRA.
- (4) Survival. The respective rights and obligations of Business Associate and Covered Entity under the provisions of this Agreement will survive the termination of the Business Relationship.
- (5) Interpretation. Any ambiguity in the provisions of this Business Associate Agreement shall be resolved to permit the parties to comply with the Privacy Rule and Security Rule and ARRA.