

AGENT GUIDELINES

Agent Guidelines were developed to enhance and facilitate the business relationship between AHCP and Agent. The Agent Guidelines are also intended to provide additional information on provisions set forth in the Marketing Agreement. By signing the Marketing Agreement, Agent has agreed to comply with the Agent Guidelines when selling for AHCP.

Agent Guidelines are subject to change by AHCP. Agents should routinely check for Bulletins and Updates.

These Guidelines and any rules contained therein are intended to promote an environment that is both stable and productive for an Agent sales distribution system.

Definitions

“Carrier” means any insurance company or membership association with whom AHCP has entered into a master marketing agreement.

"Sub-Agent" means a person or entity that (i) has executed a Producer Agreement with AHCP after being solicited by Agent, or (ii) has executed a Producer Agreement with AHCP independent of any solicitation by Agent, and has been duly appointed by AHCP and assigned by AHCP to assist Agent in the performance of duties under the Producer Agreement. All Sub-Agents are marketing agents of AHCP whether recruited by Agent or AHCP and only for the purposes of the Agent receiving an override on commissions of any sub-agent

Relationship and Scope of Authority

Agents have been appointed to act as a marketing agent for AHCP and to represent AHCP in selling the products offered by and through AHCP and its authorized insurance carriers and membership associations. The relationship of the Agent to AHCP is that of an independent contractor, and nothing about the Producer Agreement shall be construed to create the relationship of employee and employer, a partnership or joint-venture.

Each Agent is free to exercise their own judgment as to the time and manner for performing services required under this Agreement. An Agent is also free to exercise their own judgment as to the persons from whom they will solicit applications and the time and place of solicitation, subject to compliance with applicable law.

Limits on Authority

Agents and Sub-Agents are authorized only to solicit applications with respect to the products offered for sale through AHCP and the Carriers that AHCP represents, to forward those applications for processing, and to collect only the initial premium payment due (made out to the Carrier) on such applications. Agents and Sub-Agents shall make no representations, warranties or commitments of any type to applicants as to the issuance of a policy or coverage of specific medical conditions or claims, nor will Agents or Sub-Agents incur any liability or debt on behalf of AHCP or any Carriers.

Agent shall not directly or indirectly contract with any of AHCP's Carriers during the time that Agent is appointed by that Carrier through AHCP and for six (6) months thereafter, or while Agent has any outstanding balances owed to AHCP for advance commission loans or otherwise unless Agent receives prior written approval and a Release from AHCP which shall be granted in its sole discretion.

Recruitment of and/or Assignment of Sub-Agents

Agents may, pursuant to rules and policies adopted by AHCP, solicit new Sub-Agents in any state where

- Authorized in advance by AHCP; and
- Agent and Sub-Agents are properly licensed with the state insurance department.

Agent acknowledges:

1. that any recruiting of or recommending of Agents or Sub-Agents to join AHCP's sales distribution system is done on behalf of AHCP; and,
2. that any such recruited or recommended Agent or Sub-Agent that executes a marketing agreement, is accepted by and appointed with AHCP becomes an Agent of AHCP, and is only assigned to managing Agent's hierarchy for the purpose of creating a stable and productive sales distribution system within AHCP.

Agent shall not, during the time Agent is contracted with AHCP and for a period of one year thereafter, solicit, hire, recruit, entice or otherwise suggest or encourage any AHCP Agent or Sub-Agent to discontinue or lower production on behalf of AHCP and its Carriers, to terminate its relationship with AHCP or to breach its contract with AHCP.

Agents will be held responsible for any misappropriation or shortage of funds due AHCP or any Carrier due to the actions of such Sub-Agents.

Agents may not permit or allow any Sub-Agent to solicit applications for insurance policies sold by AHCP until such individuals are duly licensed with the proper state insurance department and are approved and appointed by AHCP and its Carriers.

AHCP may assign Sub-Agents who are already licensed to an Agent. Nothing in the Producer Agreement or Agent Guidelines should be construed to limit AHCP ability to reassign, solicit, appoint or otherwise work with any Sub-Agents.

Agent and Sub-Agent Requests for Transfers

If Agent is also Sub-Agent within a managing Agent's hierarchy, Agent may submit a written request to AHCP to be transferred to another managing Agent if (1) Agent has no new production (submitted and/or paid) for at least six (6) months; and (2) Agent has no outstanding advance compensation loan balance with AHCP. In the event Agent has production (submitted and/or paid) within the last six (6) months, Agent must (1) obtain a written release from their current managing Agent; and, (2) the new managing Agent must agree to assume liability for any of the Sub-Agent's advance compensation loan balances and must give AHCP a written acceptance of such liability and assignment of income before the transfer will be approved.

Any discrepancies, regarding requests for transfers, between the Agent Guidelines and Agent's Producer Agreement with AHCP shall be resolved and governed by the Agent Guidelines in effect at time of any requests to transfer.

Sales Territory

AHCP may change the area assigned to Agent upon ten (10) days written notice to the Agent. The area assigned to Agent is not exclusive to that Agent, and AHCP retains the right to appoint other Agents, producers, managers, directors or vice presidents in any state in which Agent is licensed.

Termination

Effective 12-01-10

AHCP or the Carrier retains the right at all times to deny appointment of any proposed Sub-Agent or to terminate AHCP's relationship with any Sub-Agent for any reason, with or without cause.

Upon thirty (30) days written notice to Agent, AHCP may, in its sole discretion and without incurring any liability to Agent or Sub-Agents, discontinue conducting all or any part of its business within all or any part of Agent's territory or any other territory even if AHCP is still licensed and authorized therein.

Agent Duties & Responsibilities

AHCP's Carriers should be the primary carriers for all products to be promoted and sold by Agents or Sub-Agents. However, Agents are not expressly prohibited from being licensed with other insurance companies to sell other product lines.

Agents have no authority to act on behalf of AHCP or its Carriers other than as expressly provided under the Producer Agreement. Agents shall at all times comply with all of AHCP's and its Carriers' rules and regulations as amended from time to time, and with all applicable federal and state laws, rules, and regulations.

Agents may not:

- (i) rebate any premiums or commissions to any party;
- (ii) make, alter or discharge any contract or policy;
- (iii) extend the time for payment of any premium;
- (iv) waive any forfeiture, policy provision or premium payments; or
- (v) modify any rate, receipt or requirement. Agent shall be responsible for acquiring and maintaining all licenses in any territory in which Agent solicits insurance, as required by applicable law.

Agent represents and warrants to AHCP now and at all times during the effectiveness of the Producer Agreement that Agent holds all licenses, certifications, bonds, and insurance necessary to perform services.

Agents and Sub-Agents are responsible for paying all license fees, appointment fees, bond fees, and fees and taxes required by any federal, state or local government. Agents are solely and strictly responsible for the performance, fidelity and honesty of employees, Sub-Agents, and independent contractors, all of whom are expected to act in full compliance with AHCP Agent Guidelines.

Agent represents that the state insurance regulatory authorities and all other appropriate governmental authorities with jurisdiction have not revoked, suspended, denied renewal or otherwise imposed restrictions or limitations on Agent's licenses, certifications or qualifications necessary to perform under this Agreement. All Agents agree to comply with applicable provisions of the Gramm Leach Bliley Financial Modernization Act of 1999 and all state requirements. To the extent that nonpublic personal information of any individual is disclosed to an Agent, they agree not to disclose or use the information other than to carry out the purposes of the Producer Agreement.

All premiums and funds collected by Agents and Sub-Agents shall be held in trust for AHCP and its Carriers and will, in no event, be used by any of them for personal, business or other purposes. Agents and Sub-Agents agree to work diligently to prevent lapsing and replacement of insurance effected hereunder.

Agents are financially responsible to AHCP, Carriers, and their assigns, for any and all debit balances due by Agent, any Sub-Agent, or any Sub-Agent from which Agent receives an override. In the event any such debit balance or account is not paid in full when due, the debit balance or account will be transferred to the account of Agent and Agent agrees to pay the same. Coincident with that transfer, all rights to any

and all future Earned Commissions attributable to the account, and tax benefits, will also be transferred to Agent.

All insurance placed by Agents and Sub-Agents shall be the property of the Carrier. Agents expressly agree that they will not hold themselves out to the public or others as an employee, partner, or joint venturer of AHCP or its Carriers and understand that they have no authority to, and will not, execute contracts binding on AHCP.

Code of Conduct

As part of the Producer Agreement, all Agents represent that they and their Sub-Agents will become:

- a) Fully educated in the benefits and coverage offered by each and every insurance plan and/or product that they offer to the public through their affiliation with AHCP.
- b) Fully educated in the business rules of each and every Carrier which they represent to the public through their affiliation with AHCP.
- c) Familiar with each Carrier's proper appointment submission rules and guidelines, and to review any non-web-based appointment paperwork before submission.
- d) Listed on the distribution of the AHCP Newsletter so as to ensure that each Agent and Sub-Agent becomes aware of AHCP and Carrier changes in process or procedure on a timely basis.

Agent Conduct

Misconduct may not only cost Agents their business, but the collective business of all of AHCP, valuable partners and Agents. Agents should review all of their current practices and be certain that they are always operating in total compliance.

- AHCP requires that all its hierarchies and Agents follow Carrier partners' solicitation, quoting and submission rules and practices.
- Comply with all state regulations and ethical practices in the areas where Agents and Sub-Agents market AHCP's insurance and ancillary products.
- Proper disclosure to clients protects Agents from liability and protects income by minimizing charge backs. It also protects Agents and Carriers from litigation.
- Proper recording of medical conditions on applications protects Agents from liability and protects your income by minimizing policy rescissions. It also protects the Agents and Carrier from damages.
- Proper submission of applications, as per Carrier requirements, is also imperative to protect Agents from exposure to Carrier or even state regulatory actions that can result in suspension or even loss of license.

AHCP provides daily webinar training, 24/7 training materials and live support to assist any hierarchy or Agent in proper practices for the marketing and submission of business.

Carrier Requirements

Individual Carriers will require additional Carrier specific documents to be executed by the Agent. Agents agree that they will properly comply with all Carrier requirements and execute any additional forms or documents required. Agents understand that the failure to execute any additional forms or documents required by the Carrier may result in forfeiture of commissions and appointment by Carrier.

Examples of these additional forms and documents are, but are not limited to, HIPAA addenda, an

Advance Lead and Pledge agreement, a Promissory Note, a direct deposit form, a W-9, etc. These specific forms, where applicable, will be attached to and made a part of the Producer Agreement.

Important Reminders from AHCP and UnitedHealthcare: When soliciting for UnitedHealthcare and submitting applications for UnitedHealthcare (UHC) companies (Golden Rule, PacifiCare), check the following:

- Make sure client and spouse e-sign the application. If Agents are doing online application with web conferencing, the Agent must turn over the mouse to the client. Even if the Agent receives a paper application, the client must e-sign the application again when it is entered online. The client cannot give the Agent permission to sign the application.
- Make sure the client knows UHC withdraws the money upon submission of application. UHC will refund immediately if the application is declined.
- When selling additional products (term life insurance, optional benefits) with UHC products, make sure the client knows it is not required.
- Inform all applicants about the 14 day wait for illness.
- Review the entire policy with the client before submission.
- UHC does not charge an application fee. Agents cannot add their own application fees.

Compensation

Subject to all terms of the Producer Agreement, AHCP compensates Agents with the commissions as determined by AHCP and each Carrier. AHCP shall pay no commission to Agent for the sale of any insurance policy or product unless and until AHCP receives payment of its commission from the Carrier that accepts an application for and issues the policy or product.

Confirmation of 1st year and renewal percentages shall be made available to Agent upon written request to AHCP. Commissions may be modified by AHCP within ten (10) days notice to Agent, which may be contained in any AHCP Field Bulletin or other written communication by AHCP to Agent. No commission shall be deemed earned until the policy is issued, delivered, and accepted by the applicant.

Commissions paid to Agent will be net of any commissions paid to the Sub-Agent. Agent shall be solely responsible for paying all expenses incurred by Agent in performance of this Agreement. AHCP reserves the right to approve all commission percentages to Subagents, which approval shall not be unreasonably withheld.

If the Producer Agreement is terminated for cause, then all of Agent's rights to any compensation will be immediately terminated, including but not limited to all commissions and renewal commissions.

Vesting

AHCP does not impose a vesting schedule on Agent. Agent is immediately vested per each Carrier's requirements. AHCP will use reasonable efforts to provide vesting information from Carriers to Agent.

Payment of Commissions in the Event of Death or Incapacitation

In the event of Agent's death or incapacitation, commissions for in force business will continue to be paid to the Agent's estate, trustee, or legal custodian upon submission of the appropriate documentation to AHCP.

Advance Commissions/Debit Balances

AHCP or any Carrier may, at its discretion, make one or more advances to Agent (each an "Advance") in anticipation of future commissions payable to Agents and Sub-Agents. Advance commissions will be paid in accordance with the advance commission rules established by AHCP or its Carriers.

All Advances shall be deemed loans made to Agents and Sub-Agents and shall be reflected in the Agent's accounts on the books of AHCP or any Carrier. All indebtedness owed by the Agent or Sub-Agents to AHCP or its Carriers, regardless of how created, and whether for advance commissions or otherwise, are referred to herein as "debit balances." In consideration for the Advance Commissions paid to Agent, Agent hereby agrees to repay to AHCP or its Carrier (whichever made payment of the Advance Commissions), or their assigns, the debit balances with interest. Agent and Manager shall submit to financial audits and will confirm debit balances upon written request from AHCP.

The Agent is responsible for the debit balances of all their Sub-Agents from the date each Sub-Agent is appointed by or is assigned to Agent by AHCP.

The amount of the debit balance of each Sub-Agent assigned to or appointed by the Agent which is determined by AHCP to be uncollectible, and any liability incurred by AHCP as a result of acts or omissions of any of an Agent's Sub-Agents will be charged to the Agent. The Agent agrees to pay the same in full.

AHCP may satisfy debit balances of Agents or Sub-Agents by retaining and setting off unpaid earned commissions and override commissions and any other monies due and owed to the Agent by any AHCP Carrier.

If an Agent has any other accounts with AHCP or any of its Carriers, and AHCP, through its review and analysis of Agent's accounts to which advance commissions are being charged, determines that the earned commissions credited to the account will not produce a credit balance in the account in a reasonable time (not to exceed 10 months), then Agents agree that AHCP may use any earned commissions of Agent under other accounts with AHCP or any of its Carriers to offset the debit balance in any other account of the Agent.

In the event of termination of the Producer Agreement, termination by any Carrier of its marketing of policies through AHCP or through the Agent or their Sub-Agents, or following a determination by AHCP that the estimated value of future Earned Commissions is not sufficient to pay the remaining debit balances, then all Earned Commissions, if any, shall be applied to repay the remaining debit balances until fully paid.

If the debit balances are not paid off, the entire remaining balance will be immediately due at the earlier of ten (10) months or a determination that Earned Commissions will not be sufficient to repay the debit balance in full. Any amount remaining unpaid after the due date shall bear interest until paid at the highest applicable lawful rate of interest. If the balance due is not paid in full within thirty (30) days after the due date, the Agent forfeits rights to any future vested Earned Commission.

Method of Remittance on New Applications

Agents will immediately remit to AHCP or its Carrier all premiums collected or received. AHCP will not accept an application unless it is accompanied by the initial premium. No commission is earned until the policy is issued, delivered by Agent or Sub-Agent, and accepted by the applicant.

Reinstated Policies and Converted Policies

No commissions shall be paid on lapsed policies. If a lapsed policy is reinstated by the Agent or Sub-

Agent, the commission to be paid will be the same amount as for the renewal of such policy. If the reinstatement of a lapsed policy written by Agent or Sub-Agent is accomplished by a different AHCP Sub-Agent, the Agent or Sub-Agent will not be entitled to a commission on the reinstated policy.

Reinstatement commissions are to be determined by each Carrier. Commissions on rewriting, replacement, or conversion of one form of policy to another (or on surrendered policies) are not covered by this Agreement but may be determined by AHCP on the basis of applications submitted.

Termination of Producer Agreement

The Producer Agreement may be terminated for any or no reason by either party upon thirty (30) days written notice to the other. In addition, AHCP may terminate this Agreement "for cause" immediately upon mailing written notice to Agent's last known address if an Agent or any of their employees' Sub-Agents:

- a) Commits any fraud or dishonesty in connection with the duties, services or actions while performing on behalf of AHCP or any of its Carrier;
- b) Violates any of the terms of the Producer Agreement, or the laws, rules, or regulations governing insurance sales in the state or states in which Agents or Sub-Agents are licensed or any state or assigned territory;
- c) Is indicted or convicted of a felony;
- d) Publishes, distributes or uses any circulars, advertising, sales material, or other matter referring to AHCP or its Carrier or to contracts or policies without first securing written approval;
- e) Becomes insolvent or bankrupt, or makes an assignment for the benefit of creditors, or is in default of any obligation; or
- f) Uses AHCP furnished leads to sell a policy or product issued by a company other than AHCP or its Carriers.

If the Producer Agreement is terminated for cause, then all of Agent's rights to any compensation will be immediately terminated, including but not limited to all commissions and renewal commissions.

Records and Reports

AHCP or its Carrier will furnish Agents with a monthly statement of Agent's Account and will pay any amount due to the Agent, subject to other provisions of the Producer Agreement and Agent Guidelines. Upon receipt of such statement, the Agent should examine it, and if not satisfied as to its accuracy, shall return it and the payment to AHCP with a complete explanation of any perceived discrepancy within thirty (30) days. If AHCP does not receive such notice, the statement shall be deemed accepted by Agent as true and correct.

The Agent's account on the books of AHCP shall be competent evidence of the contents thereof for all purposes. Any additional or duplicate statements or detailed accounting records will be provided by AHCP at Agent's expense. Agent and Manager shall submit to financial audits and will confirm debit balances upon written request from AHCP.

Agent will produce reports and keep such records and business accounts as reasonably requested by AHCP.

Printed Material

AHCP will, itself or through its Carriers, furnish Agents with all applications, circulars, and printed matter which AHCP determines is necessary for doing business under the Producer Agreement. Agents and Sub-Agents agree not to publish, distribute or use any circulars, advertising, sales material, or other matter referring to AHCP or the Carriers or to their policies without first securing AHCP's and the pertinent Carrier's written approval. All printed matter and supplies AHCP furnishes are property of AHCP and will be promptly returned to AHCP upon request or when the Producer Agreement terminates.

Refunds and Rejections

Within the limitations of the law, AHCP and its Carrier reserve the right, at all times, to reject any application for insurance without specifying cause, and to cancel, refuse to renew, or modify any policy.

Agents and Sub-Agents will promptly refund all monies collected on any application when a policy is declined, on any application if the policy is not accepted by the applicant, and on any application for which the premium is refunded.

Discontinuance of Policy Forms

Without incurring any liability to Agents or Sub-Agents, AHCP or the Carrier may discontinue, replace, or withdraw any policy now or hereafter made available for Sale. AHCP, or the Carrier, in its discretion, may determine commissions and renewal commissions, if any, on any policy.

Proprietary Information

Except as may be necessary to perform services under the Producer Agreement, or as may be compelled by law or legal process, Agents may not directly or indirectly divulge, disclose, or communicate to any person, firm, or corporation any Proprietary Information or Trade Secrets of AHCP.

Any breach of the terms of this paragraph is a material breach of the Producer Agreement. The provisions of this Agreement may be enforced by all applicable legal and equitable means, including, without limitation, injunctive relief and suit for damages.

"Proprietary Information" includes, but is not limited to, prospect, policyholder, customer, client, and vendor or supplier lists; identity of customers and clients (including names, addresses, telephone numbers, social security numbers, medical records, medical conditions, or other personal information); amounts and types of insurance; expiration and renewal dates of policies; claim histories; due dates of premiums and amounts thereof; reinsurance companies; premiums and conditions; the prices AHCP obtains or sells, or has obtained or sold, any products or services, and any other information of, about, or concerning the business of AHCP, its manner of operation; its plans, or processes; and any information contained in monthly accounts submitted to Agents and Sub-Agents by AHCP.

Agents agree that Proprietary Information also constitutes Trade Secrets. "Trade Secret," in those states that have adopted the Uniform Trade Secrets Act, is defined as in the Act. In other states, a "Trade Secret" shall have the same meaning as defined in the Act or the meaning given such term by the law of such state, whichever is the more encompassing.

Agents agree that AHCP derives independent economic value from its Proprietary Information and Trade Secrets and from their not being generally known to the public or to other persons who can obtain economic value from their disclosure. Agents agree that all Proprietary Information and Trade Secrets are the sole property of AHCP and that AHCP utilizes efforts that are reasonable under the circumstances to maintain the secrecy of its Proprietary Information and Trade Secrets.

Agents hereby assign to AHCP all rights it might otherwise have acquired or might hereafter acquire in

Proprietary Information and Trade Secrets. Agents will not during or after the term of the Producer Agreement make use of any Proprietary Information or Trade Secret for any purpose except as authorized by AHCP, including but not limited to the solicitation of business from any person or entity.

Indemnity

Agents will indemnify AHCP, its Carriers and its affiliates, shareholders, directors, officers and employees and to hold AHCP, its affiliates, shareholders, directors, officers and employees harmless from any and all expenses, liabilities, costs, causes of action, loss, damage, and expense, including attorney's fees and costs of litigation, resulting from or growing out of any breach of this Agreement or any unauthorized, fraudulent, negligent or wrongful act, omission, statement or representation by Agents, their employees, and Sub-Agents.

Errors and Omissions

Agents must carry and cause Sub-Agents to carry, at all times during the term of the Producer Agreement, Errors and Omissions liability insurance with not less than \$100,000 per occurrence, or such other amount as AHCP or applicable law may approve or require, covering Agents and Sub-Agents, and naming AHCP as an additional insured. Each policy of such insurance shall be issued by an insurance company acceptable to AHCP. Agents will deliver to AHCP a certificate evidencing such insurance prior to commencement of marketing activities.

Assignment

AHCP may assign its rights hereunder to a third party, including but not limited to any lender.

Agents may not, without the express prior consent of AHCP, assign any of its rights or responsibilities under the Producer Agreement. No assignment of commissions payable by AHCP to Agents will be valid unless authorized by AHCP in advance in writing.

AHCP will, at all times, have a superior, continuing security interest in all commissions prior to the rights of any permitted assignee. Any assignment so authorized shall be subject to any and all indebtedness of Agents to AHCP.

Security Interest

To secure the payment of the Secured Indebtedness of the Agent and the performance by Agent of all terms, covenants and conditions of the Producer Agreement and Agent Guidelines, Agents assign and grant a security interest in all commissions payable to Agents by AHCP or its Carrier to AHCP.

This grant creates a first priority security interest securing the payment and performance of the Secured Indebtedness and all other obligations of the Agent under the Producer Agreement; provided, however, the security interest of AHCP will at all times be subordinate and inferior to the security interest of any assignee of AHCP to whom AHCP has made an assignment or pledge as security for borrowed money.

AHCP Agency retains all the rights of a secured party under the Uniform Commercial Code of the State of Texas. Agent agrees to execute and deliver to AHCP all assignments and financing statements which AHCP may request, and to do all other acts as AHCP may reasonably request in order to evidence this assignment or to perfect the security interest.

AHCP granted Agent's power of attorney, coupled with an interest, with full power and authority to sign Agent's name to any financing statement or other instrument for the purpose of perfecting such security interest. Agents further grant to AHCP, its Carrier, and designated assignee the right to offset any Commissions which may accrue to Agent under the Producer Agreement and agrees that any and all

Commissions which may accrue to Agent under the Producer Agreement shall be applied to the Secured Indebtedness and any debit balances of Sub-Agents of Agent which have been transferred to Agent as provided in the Producer Agreement and Agent Guidelines.

The term "Secured Indebtedness" means all indebtedness and liability of Agents to AHCP, of every kind and character, whether now existing or hereafter incurred, matured or un-matured, direct or contingent, primary or secondary, secured or unsecured, joint and several, absolute or contingent, and whether arising hereunder or otherwise, together with interest thereon, fees and expenses (including, but not limited to, attorneys' fees).