AGENT INFORMATION

Legal Name: _____
Last First MI

Address: _____
Street Address Apartment/ Unit #

_____
City State Zip Code

Home Phone: _____ Business Phone: _____

Email Address: _____

SSN: _____ Tax ID: _____ Date of Birth: _____

Bilingual? ☐ No ☐ Yes Other Languages Spoken _____

UPLINE & COMMISSION

Direct Up-line/ Manager: _____ DP: _____

Commission Level: _____ (Unsure? Contact your up-line)

How did you hear about AHCP?

☐ Online ☐ Job Posting ☐ Drip Marketing ☐ Referral _____
(Name of Referral)

Advance Options: ☐ 3 Month ☐ 6 Month ☐ As Earned

*No interest (Advance options will have a 3% admin fee)

APPOINTMENT INSTRUCTIONS

Appointment Checklist for: **Healthy America**

- ☐ Page 1 AHCP Appointment Coversheet (this page)
- ☐ Page 2 Associate Agreement
- ☐ Page 3 Assignment of Commissions
- ☐ Page 4-6 Catlin Individual Producer Questionnaire
- ☐ Page 7-8 GTL Application
- ☐ Page 9 Criminal History Authorization Form
- ☐ Page 10 Direct Deposit Authorization (Commissions paid by AHCP)
- ☐ Page 11 W9
- ☐ Page 12-15 AHCP Producer Agreement

Additional Requirements

- ☐ Copy of Licenses
- ☐ Copy of Voided Check
- ☐ Copy of E&O Insurance Certificate
- ☐ Supporting documentation for any "Yes" answers to background questions

RETURN INSTRUCTIONS

Scan Email Option: Send to contracting@ahcpsales.com
Fax Option: 888-781-0586
Mailing Address: 1100 NW Compton Dr. 2nd Floor Beaverton, OR 97006

Healthy America Ins. Agency
409 W Vickery Blvd
Fort Worth, TX 76104
Toll Free (800) 964-8331
Fax (817) 335-1270
www.buildyourgapplan.com
www.ubamembers.com

ASSOCIATE AGREEMENT

WE WELCOME YOU AS A MEMBER OF THE HEALTHY AMERICA TEAM.

APPLICANT INFORMATION

Social Security Number of Applicant

Birthdate (Required)

Applicant Name (Last, First, M.I.)

Company Name (Optional)

Sponsor AHCP

Company FEIN Number

Address

Daytime Phone Number

City | State | Zip

Evening Phone Number

Email Address

FAX Number

Note: Must have applicant Social Security Number. Regardless if seeking to get agency appointed. Cannot appoint agency with out agency being licensed in the states for sales.

INSURANCE LICENSED REQUIRED

The following questions MUST be answered, or the application will be returned:

1. Has your insurance license, from any state, ever been suspended or revoked? ☐ Yes ☐ No
2. Have you ever been convicted of a felony? ☐ Yes ☐ No
3. Have you ever declared any form of bankruptcy? ☐ Yes ☐ No
   If yes, submit details.

Resident State: License #:

Non-Resident State Appointments (please list states):

LICENSING REQUIREMENT CHECKLIST

- ☐ Information Questionnaire (This sheet)
- ☐ Copy of Licenses or NIPR report for current licenses
- ☐ Catlin Appointment Paperwork (separate form)
  must also be signed and completely filled out
- ☐ GTL Appointment Paperwork (separate form)
  must also be signed and completely filled out
- ☐ Assignment of Commissions Form (REQUIRED)

I certify that the foregoing statements are true and correct to the best of my knowledge and belief. I hereby grant any licensed agent or employee of Healthy America or a company for which Healthy America acts as general agent or wholesaler, permission to receive this Application and to verify such answers. I understand that any false statements on this application may be considered as sufficient cause for rejection, or for termination if such false statement are discovered subsequent to acceptance. If accepted, I agree to comply with all the rules and regulations of the Department of Insurance.

SIGN HERE

APPLICANT'S SIGNATURE

DATE

Assignment of Commissions

I hereby, understand that all of my commissions for my submitted applications will be paid to

America's Health Care/Rx Plan Agency, Inc. (AHCP)(02-0690863)

(Company Name)

Also, I understand that said company above will be paying all commissions to me instead of being paid directly by Healthy America.

I further note that all inquiries regarding commissions will be directed to said company above only and will not hold Healthy America responsible.

SIGN HERE

_____

Agent Signature

_____

Date

INDIVIDUAL PRODUCER QUESTIONNAIRE

Completion of this Form is required to represent an XL Catlin Admitted Company for an appointment or a Non Admitted Writing Company.

Producer Information

First Name | Middle Name | Last Name | Social Security Number

Title | E-mail Address | Date of Birth (mm/dd/yyyy)

Home Address | Home Telephone

Street

City | State | ZIP Code

License Information

Resident License Number | Effective Date | Renewal Date | State | Type

Agency Information

Name | Street

FEIN Number | City | State | ZIP Code

QUESTIONNAIRE INSTRUCTIONS

Each individual producer is required to answer the questions that follow. If you answer "yes" to any question, you must include an explanation with all relevant information and supporting documentation. The information you provide is confidential and will only be used as part of the background check that is required for us to certify your appointment to represent an XL Catlin.

1. Have you been discharged or permitted to resign from your employment because you were accused of
   a. Violating investment-related or insurance-related statutes, regulations, rules or industry standards of conduct?
      ☐ Yes ☐ No
   b. Fraud or the wrongful taking of property?
      ☐ Yes ☐ No
   c. Violating company rules?
      ☐ Yes ☐ No
2. Within the past 5 years have you ever initiated bankruptcy proceedings or been declared bankrupt?
   ☐ Yes ☐ No
3. Are you past due on any money owed by you to an insurance company?
   ☐ Yes ☐ No
4. Are there any outstanding or pending judgments or liens against you?

☐ Yes ☐ No

5. Have you ever defaulted on:

   a. A promissory note?

      ☐ Yes ☐ No

   b. Any other debt, including consumer or credit card debt?

      ☐ Yes ☐ No

6. Within the past 10 years has any insurance company cancelled your contract or appointment for any reason other than lack of production?

   ☐ Yes ☐ No

7. Have you ever had your insurance license suspended or revoked?

   ☐ Yes ☐ No

8. Within the past 10 years have you ever had a complaint filed against you that resulted in:

   a. Censure?

      ☐ Yes ☐ No

   b. Cease and desist order?

      ☐ Yes ☐ No

   c. Consent order?

      ☐ Yes ☐ No

   d. Fine or penalty?

      ☐ Yes ☐ No

9. With the exception of routine traffic violations, have you ever been convicted of or plead “no contest” in a court to:

   a. A Misdemeanor?

      ☐ Yes ☐ No

   b. A Felony?

      ☐ Yes ☐ No

10. Are you involved in any pending or current litigation, investigations or E&O claims?

    ☐ Yes ☐ No

11. Within the past 10 years has any E&O carrier denied, paid claims on, or canceled your coverage?

    ☐ Yes ☐ No

12. Within the past 10 years has a bonding or surety company denied, paid out on, or canceled your coverage?

    ☐ Yes ☐ No

13. Have you changed resident states more than 3 times during the past 10 years?

    ☐ Yes ☐ No

14. Have you changed agencies more than 3 times in the past 5 years?

☐ Yes ☐ No

15. Have you had any name changes?

☐ Yes ☐ No

Additional Comments

I hereby certify that the information contained in this Producer Questionnaire is true and accurate. By completing and signing this form, I authorize the Company to process a background investigation, including a credit check.

SIGN HERE

Signature Date

Printed Name

Fax or email all supporting documents to the attention of XL Catlin Producer Administration Group:

Email: US-Producer-Administration-Mailbox@xlgroup.com
Fax Number: (610) 968-4562

FAIR CREDIT REPORTING ACT NOTICE: In accordance with the Fair Credit Reporting Act (FCRA, Public Law 91-508, Title VI), this information may only be used to verify a statement(s) made by an individual in connection with legitimate business needs. The depth of information available varies from state to state . Status of updates are available on request. Although every effort has been made to assure accuracy, General Information Services, Inc. cannot act as guarantor of information accuracy or completeness. Final verification of an individual's identity and proper use of report contents are the user's responsibility. General Information Services, Inc.'s policy requires purchasers of these reports to have signed a Service Agreement. This assures General Information Services, Inc. that users are familiar with and will abide by their obligations, as stated in the **FCRA**, to the individuals named in these reports. If information contained in this report is responsible for the suspension or termination of an employee or the application process, have the Candidate/employee contact General Information Services, Inc.

NOTICE TO CALIFORNIA CANDIDATES

You have a right to obtain a copy of any consumer report or investigative consumer report obtained by (XL Catlin, Inc) by checking the box provided below. The report will be provided to you within three (3) business days after we receive the requested reports related to the matter investigated.

☐ I request to receive a free copy of this report by checking this box.

Under section 1786.22 of the California Civil Code, you may view the file maintained on you by GIS during normal business hours. You may also obtain a copy of this file upon submitting proper identification and paying the costs of duplication services, by appearing at GIS in person or by mail. You may also receive a summary of the file by telephone. The agency is required to have personnel available to explain your file to you and the agency must explain to you any coded information appearing in your file. If you appear in person, a person of your choice may accompany you, provided that this person furnishes proper identification.

G·T·L

GUARANTEE TRUST LIFE INSURANCE COMPANY

1275 Milwaukee Avenue • Glenview, Illinois 60025
847-699-0600 • www.gtlic.com

CONTRACT/APPOINTMENT APPLICATION

Please Print or Type All Information

► Personal Information

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

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

3. Drivers License # _____ (State) _____

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

6. Home Address: _____
Street City State Zip

Home phone _____

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

_____

7. Business address: _____
Street City State Zip

Business phone _____ _____
(Area Code) (Number)

Fax number _____ _____
(Area Code) (Number)

E-Mail address _____

► Corporation Information

8. Company Name _____ Fed. ID # _____

Company Insurance License # _____ (Copy Required)

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

Name _____ Title _____ SS # _____
Name _____ Title _____ SS # _____
Name _____ Title _____ SS # _____
Name _____ Title _____ SS # _____

► Financial

9. Bank Name _____

Account # _____ Type of account _____

Have you or your company:

10. Declared bankruptcy?	☐ Yes	☐ No
11. Been a defendant in a lawsuit?	☐ Yes	☐ No
12. Any outstanding and/or unsatisfied judgments or liens against you?	☐ Yes	☐ No
13. Ever been involved in a business venture that failed?	☐ Yes	☐ No
14. Any outstanding debt(s) with any insurance company or companies?	☐ Yes	☐ No

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

▶ Licensing Information: All Agents must submit a copy of current license(s) (Resident & Non-Resident)

15. Type of license: ☐ Life ☐ A&H ☐ Broker License # _____
16. How long have you been in the Life field? _____ A&H field _____
17. Have you ever been licensed with GTL? ☐ No ☐ Yes Prior Code # _____
18. Are you full-time in the insurance business? ☐ No ☐ Yes If not, state other business: _____
19. With which other insurance companies are you presently licensed/appointed? _____

▶ Background Information

20. Have you ever been investigated or fined by an Insurance Regulatory Authority? ☐ Yes ☐ No
21. Has your insurance license ever been suspended or revoked? ☐ Yes ☐ No
22. Have you ever plead guilty or "nolo contendere" to or been found guilty of a felony? ☐ Yes ☐ No
23. Have you ever had a bond canceled or declined? ☐ Yes ☐ No
24. Are you now the subject of any complaint, investigation or proceeding which could result in a "yes" answer to any of the above questions? ☐ Yes ☐ No

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

▶ Employment History

25. Current Employer: _____
    Contact Person: _____ Phone # _____ Start Date _____
26. Current Employer: _____
    Contact Person: _____ Phone # _____ Start Date _____
27. Current Employer: _____
    Contact Person: _____ Phone # _____ Start Date _____

(Please provide 7 years of employment history. Attach additional information if necessary)

▶ Education

28. Highest Level of Formal Education ☐ Grammar School ☐ High School ☐ College ☐ College+
29. Professional Designations _____

Fair Credit Reporting Act (FCRA) — Public law requires that we advise you that a routine inquiry by accessing public records, may be made which will provide applicable information concerning your character, general reputation, personal characteristics, and mode of living. By signing below, you understand the above and authorize all persons and entities to release information about you they may have. You also acknowledge that you have read and understand the attached "Summary of Your Rights under the Fair Credit Reporting Act." Upon written request, additional information as to the nature and the scope of the report, if one is made, will be provided.

▶ **Signature of Applicant** _____ SIGN HERE Date _____

▶ **This section is to be completed by the recruiting General Agent:** Sub Agent Code: _____

Recruiting General Agent Name America's Health Care/Rx Plan Agency, Inc. Code # _____

Pay Writing Agent's Commissions to: ☒ Recruiting GA Only or ❑ Applicant Only

Mail Policies to: ❑ Recruiting General Agent or ❑ Applicant (New General Agent)

Name: _____ Name: _____

Address: _____ Address: _____

_____ _____

Primary Product _____ 1st Yr. Commission Rate _____%

Authorization Form
for Release of File Copies
of Criminal History Records

I hereby authorize Interstate Background Research, Inc. acting as an agent for _____ to receive any criminal history record information pertaining to me, which may be in the files of any state or any local criminal justice agency, or any law enforcement agency.
This request/release is valid for one (1) year from this date hereon.

PART A: To be completed by EMPLOYEE:

Employee Social Security Number: _____-_____-_____

*Employee Date of Birth: ____/____/_____ *Gender: _____

Employee Full Name: _____

Employee Street Address: _____

Employee City, State and Zip: _____

Date of this request: ___/___/_____

Signature of Employee: _____ SIGN HERE **** SIGN HERE**

THANK YOU

* May be deemed necessary to conduct a thorough criminal record search in accordance with the, "Code of Federal Regulations" Equal Employment Opportunity Commission Code 1625.5.

* This request for your date of birth does not indicate discrimination; and the request in itself is not a violation of the Age Discrimination Act. Your date of birth is requested for a permissible purpose, under the code, and has been ruled a critical identifier for criminal and driving history information. Some states will not conduct a criminal search without the date of birth.

form crim_rel_ga rev 10/18/2001

Authorization for Automatic Deposit

This form will update account information associated to commissions processed by AHCP.
To update direct deposit information for commissions processed by an insurance carrier you must complete the carriers direct deposit authorization form. Forms are located in the AHCP Forms Library.

Agent or Agency Name	
Social Security Number or Tax ID Number	
Phone Number	Email Address
Please indicate transaction type: ◯ Set-Up ◯ Change ◯ Cancel	
Please indicate type of account: ◯ Checking ◯ Savings	
Name of Financial Institution:	
Bank—City, State, Phone Number:	
Routing Number:	
Account Number:	

I hereby authorize AHCP to initiate direct deposit of commissions and, if necessary, make corrections for any entries made to my account in error.

Agent Signature_____ SIGN HERE **Date**_____

PLEASE INCLUDE A COPY OF A VOIDED CHECK

Fax this form to AHCP– 888.781.0586
Scanned versions of this form can be emailed to contracting@AHCPsales.com

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

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/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

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 the "Name" line 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.

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

Social security number

			–		–				

Employer identification number

		–							

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. citizen or other U.S. person (defined below).

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 ▶** SIGN HERE **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

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.

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. 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.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

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.

PRODUCER AGREEMENT

This MARKETING AGREEMENT ("Agreement") is entered into by and between America's Health Care/RX Plan AGENCY, Inc., a Delaware Corporation ("AHCP") and _____, as Agent ("Agent"). The Agreement shall become effective upon Agent's licensure and appointment.

1. Appointment. AHCP appoints Agent to act as marketer soliciting sales of products offered by and through AHCP and its authorized Carriers. "Carrier" means any insurance company or membership association with whom AHCP has entered into a master marketing agreement.

2. Relationship and Authority. The relationship of Agent to AHCP and scope of authority are set forth in the Agent Guidelines. Agent and Sub-Agents must be properly licensed and approved and appointed by AHCP. "Sub-Agent" means a person or entity that has executed a Producer Agreement with AHCP. Sub-Agents may be solicited by Agent or assigned to Agent by AHCP. Once the Sub-Agent's paperwork has been submitted and approved by AHCP, the Sub-Agent will be enrolled with all AHCP Carriers under the Agent. A Sub-Agent may not sell products from different AHCP Carriers under different Agents. Agent agrees to comply with the liability insurance requirements set forth in the Agent Guidelines. Agent shall be solely responsible for paying all expenses incurred by Agent in performance of this Agreement, including all license fees, appointment fees, bond fees, and fees and taxes required by any federal, state, or local government. A Sub-Agent may submit a written request to AHCP to be transferred to another Agent if (1) the Sub-Agent has not sold business for at least six-months, and (2) has no outstanding balance with AHCP. If the Agent has sold business, they must obtain a written release from their current Agent. If the Sub-Agent has an outstanding debit balance, the new Agent must agree to assume liability for the balance before the transfer will be approved.

3. Commissions. Subject to all terms of the Agreement, AHCP or its delegate will compensate Agent with the commissions as determined by each Carrier. 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. Confirmation of 1st year and renewal percentage shall be made available to Agent upon written request to AHCP. Commissions may be modified by AHCP within ten (10) days notice to Agent as set forth in Agent Guidelines. Commissions paid to Agent will be net of any commissions paid to the Sub-Agent. AHCP reserves the right to approve all commission percentage to Sub-Agents, which approval shall not be unreasonably withheld. No commission shall be deemed earned until the policy or membership agreement is issued, delivered, and accepted by the applicant. Commissions will not be paid until AHCP collects or received payment of its commission.

4.Advance Commissions/Debit Balances. AHCP or Carriers on AHCP's behalf may, at its discretion, make advances to Agent in anticipation of future commissions subject to the rules set forth in Agent Guidelines. Such advances will crease debit balances, which both parties expressly agree are loans from AHCP. In consideration for the advance commissions, Agent agrees to repay to AHCP or their assigns, the debit balances and interest. AHCP reserves the right to charge interest on all debit balances. Agent is financially responsible to AHCP and their assigns, for any and all debit balances due by Agent, any Sub-Agent, or any Sub-Agent from with Agent receives an override. Agent and Sub-Agents shall assume the full and complete advance balance and debit balance of any Sub-Agent. In the event of a transfer of an Agent from one manager to another, debit balance will transfer to the new manager who agrees to assume financial responsibility for repayment. Coincident with that transfer, all rights to any future earned commissions attributable to the account, and tax benefits, will also be transferred to Agent. Agent shall submit to financial audits and will confirm debit balances upon written request from AHCP. **Agent expressly agrees to be bound by all rules and conditions set forth in Agent Guidelines.**

5. Carrier Requirements. Agent will comply with all Carrier requirements, including providing information or executing forms. Failure to comply may result in forfeiture of commissions and appointment by Carrier.

6. Termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice. AHCP may terminate immediately "for cause" (as defined in Agent Guidelines) with written notice to Agent. If this Agreement is terminated for cause, then all of Agent's right to any compensation shall be immediately terminated. Upon termination of this Agreement, AHCP may reassign, solicit, appoint or otherwise work with the Sub-Agents of Agent.

7. Exclusivity. During the term of the Agreement, AHCP should be the primary supplier of all products to be promoted and sold by Agent and Sub-Agents. Agent may be licensed with other insurance companies to sell other product lines. However, Agent may not recruit AHCP Agents to sell product lines of other insurance companies.

8. Premiums. Agent shall immediately remit all premiums collected or received by Agent and its Sub-Agents in accordance will the guidelines of AHCP. Initial premium may be presented with the application to be accepted by AHCP or Carrier.

9. Rolling Business. AHCP acknowledges that Agent must act in the client's best interest when recommending changes of carriers. However, Agents agrees that the moving of a block of business to another carrier, for the sole purpose of generating or increasing commissions, is not permitted by AHCP.

10. Records. Agent shall keep records and provide reports as set forth in Agent Guidelines. AHCP or Carrier will furnish Agent with a monthly statement of Agent's account and will pay any amounts due, subject to other provisions of the Agreement. Agent must report any discrepancies and return payment without 30 days or payment will be deemed accepted.

11. Printed Material. AHCP will furnish all printed matter necessary for doing business under the Agreement. Agent and Sub-Agents will not use any materials referring to AHCP or Carriers without first securing written approval. All printed materials furnished are property of AHCP and shall be promptly returned upon request or when Agreement terminates.

12. Refunds and Rejections. Subject to state law, Carrier reserves the right to reject any applications for insurance without specifying cause, and to cancel, refuse to renew, or modify and policy. In such cases, all premiums will be refunded.

13. Discontinuance of Policy Forms. Without incurring any liability, AHCP or Carrier may discontinue, replace, or withdraw any policy. AHCP or Carrier may also determine commissions and renewal commissions on any policy not scheduled herein.

14. Proprietary Information. Agent agrees to fully comply with all requirements set forth in Agent Guidelines.

15. Indemnity. Agent agrees to indemnify AHCP, Carrier, affiliates, shareholders, directors, officers, and employees and to hold them harmless from all expenses, liabilities, cost, causes of action, loss, damage, and expense, including attorney's fees and costs of litigation, resulting from any breach of the Agreement or unauthorized, negligent or wrongful act, omission, statement, or presentation by Agent, Agent's employees and Sub-Agents.

16. Assignment. AHCP may assign its rights to a third party. Agent may not, without the express prior written consent of AHCP, assign any of its rights, responsibilities or commissions. AHCP will have a superior, continuing security interest in all commissions prior to the right of any permitted assignee. Any assignment so authorized shall be subject to any and all indebtedness of Agent to AHCP then existing or thereafter accruing.

17. Security Interest. To secure the payment of any indebtedness and performance of Agent of all terms of the Agreement, Agent agrees to assign commissions to AHCP pursuant to the terms set forth in Addendum A.

18. Applicable Law. The Agreement shall be governed by the laws of Texas with exclusive venue in Tarrant County, Texas.

19. Partial Invalidity. If any provision of this Agreement is declared invalid for any reason, the invalidity of that provision shall not affect the validity of any other provision of this Agreement.

20. Entire Agreement. This Agreement, including Addendum A in the Agent Guidelines, constitutes the entire agreement and supersedes and replaces any and all prior written or oral agreement between these parties. This Agreement may not be modified without written consent of both parties and shall be binding upon the successors and heirs of the parties hereto.

Executed as the _____ day of _____ 20____.

By: _____ SIGN HERE _____

Agent's Signature Print Name

By:

Aaron Goddard, Vice President
America's Health Care/RX Plan Agency, Inc.

ADDENDUM A

ASSIGNMENT OF COMMISSIONS AGREEMENT

AHCP agrees to provide Agents with the following benefits and services:

- Lead Marketing Credits for each issued policy where applicable (varies by product)
- Incentive trip credits
- Free replicated Website
- Training program, web conference, and training materials
- Marketing Materials for proprietary products
- Advances funded by AHCP
- Toll free agent service line
- Weekly newsletter that includes all Carrier updates in one place in addition to important announcements and weekly agent rankings.

In exchange for access to AHCP programs and services, Agent agrees to the assignment to AHCP of all commissions earned, subject to the following terms and conditions:

1. All earned commissions assigned to and received b AHCP are received on the Agent's behalf and will promptly be paid out in its entirety to the Agent pursuant to the commissions structure and advance commission agreement between AHCP and the Agent. All commission payments will be made by AHCP or its delegate.

2. Agent may, upon written notice to AHCP, opt out of receiving any advance commissions. AHCP will pay out to Agent all earned commissions.

3. AHCP reserves the right to modify commission or advance commission agreements to providing 10 days advance written notice to Agent.

4. Agent expressly acknowledges that advance commission from AHCP may result in debit balances being owed by Agent to AHCP. Agent understands that these debit balances are loans which are tied to Agent and must be repaid to AHCP. If AHCP determines that monthly commissions will not satisfy the debit balance within 10 months, AHCP may, upon written notice to Agent, use Agent's commissions from any AHCP Carrier to reduce any debit balances.

5. AHCP may not assign commissions to any unaffiliated party without Agent's express written consent.

6. This assignment only applies to commissions for AHCP business while this agreement is in effect. Subject to use of commission to repay debit balances owed, AHCP shall retain no interest in or control of business sold by Agent. AHCP expressly acknowledges that this agreement in no way changes or affects the Agent's status as "Agent of Record" for any business for which commissions have been assigned to AHCP.
7. This assignment may be revoked by Agent upon 30 days written notice to AHCP and the Carrier. Once revoked, Agent will be entitled to receive commissions from Carriers so long as all debit balances with AHCP have been paid.

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

SIGN HERE

_____ _____

Agent Signature Date