



AHCP
America's Health Care Plan

Discover the
DIFFERENCE
with AHCP



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: _____

NPN #: _____ FFM ID: _____

Bilingual? ☐ No ☐ Yes Languages spoken other than English _____

UPLINE & COMMISSION

Direct Up-line/ Manager: _____ DP: _____

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

☐ Referral _____

Advance Options: ☐ 4 Months ☐ 6 Months ☐ As Earned

APPOINTMENT INSTRUCTIONS

Appointment Checklist for: **Value Series (General Agent Center)**

- ☐ Page 1 AHCP Appointment Coversheet (this page)
- ☐ Page 2-4 GAC/NEA Forms
- ☐ Page 5-7 VBA/Value Med Forms
- ☐ Page 8-9 Business/Vendor/Service Agreement
- ☐ Page 10-13 UCT Forms
- ☐ Page 14-15 Background Authorizations
- ☐ Page 16-18 Direct Deposit Form/W9/AOC (Commissions paid by carrier)
- ☐ Page 19 AHCP Signature Authorization
- ☐ Page 20-34 AHCP Producer Agreement

Additional Requirements

- ☐ Copy of all current Licenses
- ☐ 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

Rev.080317

REPRESENTATIVE DATA

REPRESENTATIVE NAME		SOCIAL SECURITY NUMBER		DATE OF BIRTH		EMAIL ADDRESS			
TAX ID		COMMISSIONS TO BE PAID TO		IMMEDIATE UPLINE		JOB TITLE			
BUSINESS ADDRESS				CITY	STATE	ZIP	BUSINESS PHONE		
MAILING ADDRESS				CITY	STATE	ZIP	CELL PHONE		
HAVE YOU EVER BEEN CONVICTED OF A FELONY OR CRIME, OTHER THAN A TRAFFIC VIOLATION? <input type="checkbox"/> Yes <input type="checkbox"/> No (If YES, EXPLAIN BELOW)									
STATES LICENSED (CHECK ALL THAT APPLY):									
<input type="checkbox"/> AL	<input type="checkbox"/> AK	<input type="checkbox"/> AZ	<input type="checkbox"/> AR	<input type="checkbox"/> CA	<input type="checkbox"/> CO	<input type="checkbox"/> CT	<input type="checkbox"/> DC	<input type="checkbox"/> DE	<input type="checkbox"/> FL
<input type="checkbox"/> GA	<input type="checkbox"/> HI	<input type="checkbox"/> ID	<input type="checkbox"/> IL	<input type="checkbox"/> IN	<input type="checkbox"/> IA	<input type="checkbox"/> KS	<input type="checkbox"/> KY	<input type="checkbox"/> LA	<input type="checkbox"/> ME
<input type="checkbox"/> MD	<input type="checkbox"/> MA	<input type="checkbox"/> MI	<input type="checkbox"/> MN	<input type="checkbox"/> MS	<input type="checkbox"/> MO	<input type="checkbox"/> MT	<input type="checkbox"/> NE	<input type="checkbox"/> NV	<input type="checkbox"/> NH
<input type="checkbox"/> NJ	<input type="checkbox"/> NM	<input type="checkbox"/> NY	<input type="checkbox"/> NC	<input type="checkbox"/> ND	<input type="checkbox"/> OH	<input type="checkbox"/> OK	<input type="checkbox"/> OR	<input type="checkbox"/> PA	<input type="checkbox"/> RI
<input type="checkbox"/> SC	<input type="checkbox"/> SD	<input type="checkbox"/> TN	<input type="checkbox"/> TX	<input type="checkbox"/> UT	<input type="checkbox"/> VT	<input type="checkbox"/> VA	<input type="checkbox"/> WA	<input type="checkbox"/> WV	<input type="checkbox"/> WI
<input type="checkbox"/> WY									

AGENT CHECKLIST:



- ☐ LICENSE COPIES
- ☐ COPY OF E & O
- ☐ W9
- ☐ AUTOMATIC DEPOSIT FORM & VOIDED CHECK
- ☐ REPRESENTATIVE AGREEMENT & COMMISSION ADDENDUM

CONTRACTING CAN BE EMAILED, FAXED OR MAILED:

BY EMAIL: Contracting@GeneralAgentCenter.com

BY FAX: 800-471-7996

BY MAIL: 8700 EAST VISTA BONITA DRIVE #174, SCOTTSDALE, AZ 85255



800.366.2467
Fax: 800.471.7996



8700 East Vista Bonita Dr. #174
Scottsdale, AZ 85255



Online at:
www.GACQUOTE.com



AGENT CONTRACTING KIT – EZ SHORT TERM MEDICAL

GAC REPRESENTATIVE AGREEMENT

This Agreement is made by and between General Agent Center (GAC) and the representative whose signature appears on this Agreement, ("Representative"). In Consideration of the mutual promises and covenants set forth below, the parties hereby agree as follows:

1. GAC or its designated third party administrator shall pay to Representative commissions as provided for in the commission schedule hereof as complete compensation for all enrollment forms procured and for all services performed by or required of Representative hereunder. Commissions shall not include monies for administration fees.
2. No commissions shall be payable on any plan not accepted by the applicant or on any plan declined. In the event that Representative incurs indebtedness to GAC or affiliates, GAC may offset against, and deduct from, any compensation due Representative and such indebtedness shall be a first lien against all such compensation. No commission shall be paid on membership due or premium increases. Upon termination of this Agreement, Representative shall return all materials.
3. Representative agrees to refrain from using advertising or any other material not supplied or approved in writing by GAC.
4. No forbearance or neglect by GAC to enforce any of the provisions of this Agreement shall invalidate it or thereafter constitute a waiver of any of these provisions.
5. This Agreement shall terminate automatically upon the death or total and permanent disability of Representative. In the event of death or total and permanent disability, commissions earned on business still in force will be paid to the estate of Representative or to any other party designated by Representative. Either party may terminate this Agreement upon fifteen (15) days prior written notice to the other party's last known address. GAC may terminate immediately for cause. Cause is defined to mean: (a) fraud or breach of any of the terms of this Agreement, (b) failure to pay GAC any monies as herein required, (c) violation of any laws or, (d) any illegal act. If this Agreement is terminated for cause, Representative shall not be entitled to any further commissions of any kind.
6. GAC may offset any indebtedness with GAC or affiliates against commissions or overrides. Interest on advancing or any unpaid balance shall be 1% per month. Collection fees on unpaid debits to GAC shall be at Representative's cost.
7. Nothing contained herein shall be construed to create the relationship of employer and employee or a partnership between GAC and Representative or between Representative and any company represented by GAC. Representative shall be responsible for the payment of all taxes and fees which are imposed on Representative for the privilege of doing business. Representative shall be free to exercise Representative's own judgment as to the persons solicited and the time and place of such solicitation.
8. If Representative receives overriding commissions, representative shall be responsible in their hierarchy as per all provisions of the contract including all debit balances. If credit card chargeback's occur, Representative will be liable for any fees incurred and payable within 30 days after notification.
9. Representative agrees not to influence or attempt to influence any representative or membership holder to any contract represented by GAC.
10. Representative hereby agrees that the ledger accounts of GAC shall be competent and sufficient prima facie evidence of the state of accounts between the parties hereto and the failure of Representative to object in writing to any statement of account furnished by GAC to Representative, within thirty (30) days from the date such statement is furnished, shall render such statement a correct account as between GAC and Representative. If GAC commission is reduced, Agent commission will also be reduced.
11. If any provision of this Agreement is declared or found to be unenforceable all other provisions shall remain in full force and effect.
12. If Representative is a corporate entity, the persons executing this Agreement as officers of said corporation hereby agree and undertake the personal guarantee and satisfaction of all duties, performances and all obligations, including monies owed to GAC by such corporation, under this Agreement.
13. This Agreement shall be governed by the laws of the state of Arizona and enforceable at Scottsdale, Maricopa County. This Agreement is executed as of the date approved by GAC. Other products may be added or commissions adjusted on new business by addendum.

No commission shall be paid until all certificate requirements and premiums are collected. Commissions may be reduced for custom or unique cases that require additional market support. Peterson International Underwriters reserves the right to change these guidelines at any time without notice. Commissionable premium is equal to gross premiums minus any applicable Surplus Lines tax or state stamping fee. All quotes will be given as gross premium.

Claims Reminder – In accordance with various Insurance codes, you are obligated to inform Peterson International immediately, or within 45 days maximum, with written or verbal notice of claim from any insured.

This Addendum is executed as of the date approved by GAC. Other products may be added or commissions adjusted on new business by addendum. This addendum will become part of your signed and approved agreement.

EZ SHORT TERM MEDICAL

AGENT

%

Commissions shall not include monies for administration fees.

VESTING: *Net renewal commissions shall be paid so long as they total fifty (\$50) in any month and the Agent does not violate any provisions of this Agreement. This is the only interest Agent may have in the business after termination of this Agreement.*

AGREEMENT & ADDENDUM ACCEPTED BY

X _____
REPRESENTATIVE'S SIGNATURE

DATE

X _____
RECRUITED BY

REPRESENTATIVE'S INITIALS

AGREEMENT & ADDENDUM ACCEPTED BY GAC

X _____
BY

DATE

*Consumer Notification – This is used to inform you that you a consumer report or an investigative report is being used from a consumer reporting agency for the purpose of evaluating you as a representative. This report may contain information bearing on your credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living from public record sources or through personal interviews with your neighbors, friends or associates. You may also have a right to request additional disclosures regarding the nature and scope of the investigation.



800.366.2467
Fax: 800.471.7996



8700 East Vista Bonita Dr. #174
Scottsdale, AZ 85255



Online at:
www.GACQUOTE.com

**AGENT CONTRACTING KIT - YOUR ADVANTAGE PROTECTOR**

REPRESENTATIVE NAME		SOCIAL SECURITY NUMBER		DATE OF BIRTH		EMAIL ADDRESS	
TAX ID		COMMISSIONS TO BE PAID TO		IMMEDIATE UPLINE		JOB TITLE	
BUSINESS ADDRESS		CITY		STATE		ZIP	
MAILING ADDRESS		CITY		STATE		ZIP	
						BUSINESS PHONE	
						CELL PHONE	
HAVE YOU EVER BEEN CONVICTED OF A FELONY OR CRIME, OTHER THAN A TRAFFIC VIOLATION? <input type="checkbox"/> YES <input type="checkbox"/> NO							

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- GAC or its designated third party administrator shall pay to Representative commissions as provided for in the commission schedule hereof as complete compensation for all enrollment forms procured and for all services performed by or required of Representative hereunder. Commissions shall not include monies for administration fees.
- No commissions shall be payable on any plan not accepted by the applicant or on any plan declined. In the event that Representative incurs indebtedness to GAC or affiliates, GAC may offset against, and deduct from, any compensation due Representative and such indebtedness shall be a first lien against all such compensation. No commission shall be paid on membership due or premium increases. Upon termination of this Agreement, Representative shall return all materials.
- Representative agrees to refrain from using advertising or any other material not supplied or approved in writing by GAC.
- No forbearance or neglect by GAC to enforce any of the provisions of this Agreement shall invalidate it or thereafter constitute a waiver of any of these provisions.
- This Agreement shall terminate automatically upon the death or total and permanent disability of Representative. In the event of death or total and permanent disability, commissions earned on business still in force will be paid to the estate of Representative or to any other party designated by Representative. Either party may terminate this Agreement upon fifteen (15) days prior written notice to the other party's last known address. GAC may terminate immediately for cause. Cause is defined to mean: (a) fraud or breach of any of the terms of this Agreement, (b) failure to pay GAC any monies as herein required, (c) violation of any laws or, (d) any illegal act. If this Agreement is terminated for cause, Representative shall not be entitled to any further commissions of any kind.
- GAC may offset any indebtedness with GAC or affiliates against commissions or overrides. Interest on advancing or any unpaid balance shall be 1% per month. Collection fees on unpaid debits to GAC shall be at Representatives cost.
- Nothing contained herein shall be construed to create the relationship of employer and employee or a partnership between GAC and Representative or between Representative and any company represented by GAC. Representative shall be responsible for the payment of all taxes and fees which are imposed on Representative for the privilege of doing business. Representative shall be free to exercise Representative's own judgment as to the persons solicited and the time and place of such solicitation.
- If Representative receives overriding commissions, representative shall be responsible in their hierarchy as per all provisions of the contract including all debit balances. If credit card chargeback's occur, Representative will be liable for any fees incurred and payable within 30 days after notification.
- Representative agrees not to influence or attempt to influence any representative or membership holder to any contract represented by GAC.
- Representative hereby agrees that the ledger accounts of GAC shall be competent and sufficient prima facie evidence of the state of accounts between the parties hereto and the failure of Representative to object in writing to any statement of account furnished by GAC to Representative, within thirty (30) days from the date such statement is furnished, shall render such statement a correct account as between GAC and Representative. If GAC commission is reduced, Agent commission will also be reduced.
- If any provision of this Agreement is declared or found to be unenforceable all other provisions shall remain in full force and effect.
- If Representative is a corporate entity, the persons executing this Agreement as officers of said corporation hereby agree and undertake the personal guarantee and satisfaction of all duties, performances and all obligations, including monies owed to GAC by such corporation, under this Agreement.
- This Agreement shall be governed by the laws of the state of Arizona and enforceable at Scottsdale, Maricopa County. This Agreement is executed as of the date approved by GAC. Other products may be added or commissions adjusted on new business by addendum.

This Addendum is executed as of the date approved by GAC. Other products may be added or commissions adjusted on new business by addendum. This addendum will become part of your signed and approved agreement.

AGENT

PLAN	FIRST YEAR	RENEWAL YEARS
NEA MEMBERSHIP INCLUDING YOUR ADVANTAGE PROTECTOR	0%	0%

VESTING: *Net renewal commissions shall be paid so long as they total fifty (\$50) in any month and the Agent does not violate any provisions of this Agreement. This is the only interest Agent may have in the business after termination of this Agreement.*

AGREEMENT & ADDENDUM ACCEPTED BY

REPRESENTATIVE'S SIGNATURE _____ DATE _____

RECRUITED BY _____ REPRESENTATIVES INITIALS _____

AGREEMENT & ADDENDUM ACCEPTED BY GAC

BY _____ DATE _____

IS A LOAN ADVANCE REQUESTED ON THE ABOVE MEMBERSHIP SOLD ON BANK DRAFT?

☐ YES ☐ NO (ADVANCING IS A PRIVILEGE & MAY BE LIMITED BY QUALIFYING FACTORS)

FOR HOME OFFICE USE ONLY: ☐ No ADVANCE ☐ 4 MONTH ☐ 6 MONTH

IF LOAN ADVANCE IS SELECTED, 25% WILL BE HELD IN RESERVE TO COVER NOT TAKENS OR REFUNDS FOR ANY REASON. RESERVES OVER \$500.00 WILL BE PAID OUT ON A MONTHLY BASIS. A MAXIMUM OF \$500.00 ADVANCE COMMISSION WILL BE PAID PER APPLICATION. *CONSUMER NOTIFICATION – THIS IS USED TO INFORM YOU THAT YOU A CONSUMER REPORT OR AN INVESTIGATIVE REPORT IS BEING USED FROM A CONSUMER REPORTING AGENCY FOR THE PURPOSE OF EVALUATING YOU AS A REPRESENTATIVE. THIS REPORT MAY CONTAIN INFORMATION BEARING ON YOUR CREDIT WORTHINESS, CREDIT STANDING, CREDIT CAPACITY, CHARACTER, GENERAL REPUTATION, PERSONAL CHARACTERISTICS, OR MODE OF LIVING FROM PUBLIC RECORD SOURCES OR THROUGH PERSONAL INTERVIEWS WITH YOUR NEIGHBORS, FRIENDS OR ASSOCIATES. YOU MAY ALSO HAVE A RIGHT TO REQUEST ADDITIONAL DISCLOSURES REGARDING THE NATURE AND SCOPE OF THE INVESTIGATION.



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Fax: 800.471.7996



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Scottsdale, AZ 85255



Online at:
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**AGENT CONTRACTING KIT - VBA ACCIDENT MEDICAL EXPENSE**

REPRESENTATIVE NAME		SOCIAL SECURITY NUMBER		DATE OF BIRTH		EMAIL ADDRESS	
TAX ID		COMMISSIONS TO BE PAID TO		IMMEDIATE UPLINE		JOB TITLE	
BUSINESS ADDRESS		CITY		STATE		ZIP	
MAILING ADDRESS		CITY		STATE		ZIP	
						BUSINESS PHONE	
						CELL PHONE	
HAVE YOU EVER BEEN CONVICTED OF A FELONY OR CRIME, OTHER THAN A TRAFFIC VIOLATION? <input type="checkbox"/> YES <input type="checkbox"/> NO							

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- GAC or its designated third party administrator shall pay to Representative commissions as provided for in the commission schedule hereof as complete compensation for all enrollment forms procured and for all services performed by or required of Representative hereunder. Commissions shall not include monies for administration fees.
- No commissions shall be payable on any plan not accepted by the applicant or on any plan declined. In the event that Representative incurs indebtedness to GAC or affiliates, GAC may offset against, and deduct from, any compensation due Representative and such indebtedness shall be a first lien against all such compensation. No commission shall be paid on membership due or premium increases. Upon termination of this Agreement, Representative shall return all materials.
- Representative agrees to refrain from using advertising or any other material not supplied or approved in writing by GAC.
- No forbearance or neglect by GAC to enforce any of the provisions of this Agreement shall invalidate it or thereafter constitute a waiver of any of these provisions.
- This Agreement shall terminate automatically upon the death or total and permanent disability of Representative. In the event of death or total and permanent disability, commissions earned on business still in force will be paid to the estate of Representative or to any other party designated by Representative. Either party may terminate this Agreement upon fifteen (15) days prior written notice to the other party's last known address. GAC may terminate immediately for cause. Cause is defined to mean: (a) fraud or breach of any of the terms of this Agreement, (b) failure to pay GAC any monies as herein required, (c) violation of any laws or, (d) any illegal act. If this Agreement is terminated for cause, Representative shall not be entitled to any further commissions of any kind.
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- If any provision of this Agreement is declared or found to be unenforceable all other provisions shall remain in full force and effect.
- If Representative is a corporate entity, the persons executing this Agreement as officers of said corporation hereby agree and undertake the personal guarantee and satisfaction of all duties, performances and all obligations, including monies owed to GAC by such corporation, under this Agreement.
- This Agreement shall be governed by the laws of the state of Arizona and enforceable at Scottsdale, Maricopa County. This Agreement is executed as of the date approved by GAC. Other products may be added or commissions adjusted on new business by addendum.

This Addendum is executed as of the date approved by GAC. Other products may be added or commissions adjusted on new business by addendum. This addendum will become part of your signed and approved agreement.

AGENT

PLAN
ASSOCIATION 24 HOUR ACCIDENT

FIRST YEAR
0%

RENEWAL YEARS
0%

VESTING: *Net renewal commissions shall be paid so long as they total fifty (\$50) in any month and the Agent does not violate any provisions of this Agreement. This is the only interest Agent may have in the business after termination of this Agreement.*

AGREEMENT & ADDENDUM ACCEPTED BY**AGREEMENT & ADDENDUM ACCEPTED BY GAC**

REPRESENTATIVE'S SIGNATURE

DATE

BY

DATE

RECRUITED BY

REPRESENTATIVES INITIALS

IS A LOAN ADVANCE REQUESTED ON THE ABOVE MEMBERSHIP SOLD ON BANK DRAFT?

☐ YES ☐ NO (ADVANCING IS A PRIVILEGE & MAY BE LIMITED BY QUALIFYING FACTORS)FOR HOME OFFICE USE ONLY: ☐ NO ADVANCE ☐ 4 MONTH ☐ 6 MONTH

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Scottsdale, AZ 85255

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REPRESENTATIVE DATA FORM

REPRESENTATIVE NAME		SOCIAL SECURITY NUMBER	DATE OF BIRTH		EMAIL ADDRESS
FIRST	LAST	SSN	BOB		EMAIL
TAX ID	COMMISSIONS TO BE PAID TO		IMMEDIATE UPLINE		JOB TITLE
TAX ID	PAID TO		UPLINE		TITLE
BUSINESS ADDRESS		CITY	STATE	ZIP	BUSINESS PHONE
ADDRESS		CITY	STATE	ZIP	PHONE
MAILING ADDRESS		CITY	STATE	ZIP	CELL PHONE
ADDRESS		CITY	STATE	ZIP	CELL

HAVE YOU EVER BEEN CONVICTED OF A FELONY OR CRIME, OTHER THAN A TRAFFIC VIOLATION? ☐ YES ☐ NO (IF YES, EXPLAIN BELOW)

EXPLAIN IF YES

GAC REPRESENTATIVE AGREEMENT

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AGENT

VALUE MED PLAN (Most States)	0% First Year	0% Years 2 - 3	0% Years 4+
VALUE MED PLAN (Washington Only)	0% First Year	0% Years 2 - 3	0% Years 4+
VALUE MED PLAN (Oregon & South Dakota Only)	0% First Year	0% Years 2 - 3	0% Years 4+

VESTING: *Net renewal commissions shall be paid so long as they total fifty (\$50) in any month and the Agent does not violate any provisions of this Agreement. This is the only interest Agent may have in the business after termination of this Agreement.*

AGREEMENT & ADDENDUM ACCEPTED BY

X _____
Representative's Signature Date

Recruited By Representative's Initials

AGREEMENT & ADDENDUM ACCEPTED BY GAC

X _____
By Date

IS A LOAN ADVANCE REQUESTED ON THE ABOVE MEMBERSHIP SOLD ON BANK DRAFT?

☐ YES ☐ NO (Advancing is a privilege & may be limited by qualifying factors)

FOR HOME OFFICE USE ONLY: ☐ NO ADVANCE ☐ 4 MONTH ☐ 6 MONTH

IF LOAN ADVANCE IS SELECTED, 25% WILL BE HELD IN RESERVE TO COVER NOT TAKENS OR REFUNDS FOR ANY REASON. RESERVES OVER \$500.00 WILL BE PAID OUT ON A MONTHLY BASIS. A MAXIMUM OF \$500.00 ADVANCE COMMISSION WILL BE PAID PER APPLICATION. *CONSUMER NOTIFICATION - THIS IS USED TO INFORM YOU THAT A CONSUMER REPORT OR AN INVESTIGATIVE REPORT IS BEING OBTAINED FROM A CONSUMER REPORTING AGENCY FOR THE PURPOSE OF EVALUATING YOU AS A REPRESENTATIVE. THIS REPORT MAY CONTAIN INFORMATION BEARING ON YOUR CREDIT WORTHINESS, CREDIT STANDING, CREDIT CAPACITY, CHARACTER, GENERAL REPUTATION, PERSONAL CHARACTERISTICS, OR MODE OF LIVING FROM PUBLIC RECORD SOURCES OR THROUGH PERSONAL INTERVIEWS WITH YOUR NEIGHBORS, FRIENDS OR ASSOCIATES. YOU MAY ALSO HAVE A RIGHT TO REQUEST ADDITIONAL DISCLOSURES REGARDING THE NATURE AND SCOPE OF THE INVESTIGATION.



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Scottsdale, AZ 85255



Online at:
www.GACQUOTE.com

Application To Sell Value Med Plan and Association Membership Plans with Accident Medical Expense Benefits

☐ **Guaranteed Trust Life Insurance Company (GTL)**
1275 Milwaukee Ave | Glenview, IL 60025
(For states not listed under UNL)

☐ **United National Life Insurance Company of America (UNL)**
1275 Milwaukee Ave | Glenview, IL 60025
(AZ-AR-ID-IL-KS-MO-NE-NV-NM-OK-SD-TN-TX-UT-WV)

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. Spouse's Full Name _____
4. Home Address _____
5. Home Phone _____ Home Email _____
6. Business Address _____ FAX # _____
7. Business Phone _____ Business Email _____

CORPORATE INFORMATION

8. Company Name _____ Tax ID# _____
Company Insurance License # _____ (Copy Required)

LICENSING INFORMATION: All Agents must submit a copy of current license(s) (Resident & Non-Resident)

9. Type of License: Life A & H Broker
10. Have you ever been licensed with UNL or GTL? No Yes Prior Code # _____

BACKGROUND INFORMATION

11. Have you ever been investigated or fined by an Insurance Regulatory Authority?..... ☐ Yes ☐ No
12. Has your insurance license ever been suspended or revoked?..... ☐ Yes ☐ No
13. Have you ever pleaded guilty or "nolo contendere" to or been found guilty of a felony?..... ☐ Yes ☐ No
14. Have you ever had a bond canceled or declined?..... ☐ Yes ☐ No
15. 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 answered "Yes" to any of the above questions, please attach a detailed explanation.

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 X _____ Date _____

Recruited by _____ Date _____

Exclusively Distributed By:



800.366.2467
Fax: 800.471.7996



8700 East Vista Bonita Dr. #174
Scottsdale, AZ 85255



Online at:
www.GACQUOTE.com



On this _____, the undersigned, General Agent Center and GAC / NEA / VBA ("Covered Entities") and _____ ("Business Associate/Vendor/Service Provider" hereinafter BA) have entered into this Agreement/Contract (hereinafter "contract") for the purposes herein set forth.

1. Business Associate Relationship

- a. Covered Entity and BA are parties to this certain contract, and BA is performing functions or tasks on behalf of Covered Entity.
- b. Covered Entity is bound by the regulations implementing the Health Insurance Portability and Accountability Act of 1996, P. L. 104-191 ("HIPAA"), 45 C.F.R. Parts 160, 162 and 164 ("the Security and Privacy Rules"), the American Recovery and Reinvestment Act of 2009 ("ARRA") and other State and Federal Privacy, Security and Breach Notification laws and regulations. The intent and purpose of this, among others, is to comply with the requirements of the Security and Privacy Rules.
- c. In the performance of this contract, BA is performing functions on behalf of Covered Entity which may require access to certain Protected Health Information ("PHI") (as defined in 45 C.F.R. §164.501) that is subject to protection under HIPAA, the Security and Privacy Rules as well as state data security and privacy legislation.

NOW, THEREFORE in consideration of the mutual promises and covenants contained herein, and in furtherance of the mutual intent of the parties to comply with the requirements of the federal Security and Privacy Rules and state law, the parties agree as follows:

2. Obligations and Activities of BA

- a. BA agrees not to use or disclose PHI other than as stated in this contract, or as required by Law.
- b. BA agrees to use appropriate physical, technical and administrative safeguards to protect and prevent the misuse or disclosure of the PHI other than as provided for in this contract.
- c. BA agrees to report promptly to Covered Entity any use or disclosure of the PHI not provided for by this contract or allowed by law of which it becomes aware.
- d. BA agrees to ensure that any vendor or subcontractor, with whom the BA does business, who could have intentional or inadvertent access (physical or electronic) to any PHI or other sensitive information, agrees to the same restrictions and conditions that apply through this contract to BA with respect to such information.
- e. Business Associate agrees to abide by and support the efforts of the Covered Entity to comply with all other aspects of the Security and Privacy Rules contained in HIPAA, including amendment, disclosure and reporting as well as comply with applicable state data security and privacy requirements.
- f. BA will provide auditable evidence to Covered Entity annually or upon request demonstrating compliance with this contract and the state and federal Security and Privacy Rules.

3. Obligations of Covered Entity

- a. Covered Entity shall notify BA of any changes or limitation(s) of its Notice of Privacy Practices in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect BA's use or disclosure of PHI.
- b. Covered Entity shall notify BA of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect BA's use or disclosure of PHI.

4. Miscellaneous

- a. Term. The term of this contract shall be effective as of the date of execution by the last party executing same, and shall terminate when all of the PHI provided by Covered Entity to BA, or created or received by BA on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with state and federal Security and Privacy Rules.
- b. Termination for Cause. Notwithstanding any other provisions of this Agreement, upon Covered Entity's knowledge of a material breach by BA of the terms of this contract, Covered Entity shall provide an opportunity for Business Associate to cure the breach. If the cure of the breach is not possible within the time specified by Covered Entity, the Covered Entity may terminate this contract.





- c. Effect of Termination. Upon termination of this contract, BA shall return or destroy all PHI received from Covered Entity, or created or received by BA on behalf of Covered Entity. Business Associate shall not retain copies of any PHI. If it is agreed between Covered Entity and BA that it is not feasible to return or destroy all of said PHI, then BA shall extend the protections of this contract to such PHI and for so long as BA maintains such PHI. This provision shall also apply to PHI that is in the possession of subcontractors or agents of BA.
- d. Interpretation. Any ambiguity in this Addendum shall be resolved to permit Covered Entity to comply with HIPAA Security and Privacy Rules.
- e. Provisions of Contract to Control. In the event of any conflict between the provisions of this contract and any of the other provisions of contracts between the parties, including any renewal, extension or modification thereof, the provisions of this contract shall control.
- f. Ownership of PHI. The PHI to which BA, or any agent or subcontractor of BA has access under the Agreement shall be and remain the property of Covered Entity.
- g. Indemnification and Contribution. Each party to this Addendum shall indemnify and hold the other harmless from any and all claims, liability, damages, costs and expenses, including attorney's fees and costs of defense, resulting from the action or omission of the other party. Specifically, the BA shall hold harmless and fully indemnify Covered Entity against all liability, costs, damages, expenses and losses of any kind, nature or description as a result of violations of laws and regulations or breaches by the BA or its Vendors/Service Providers resulting from failure to abide by requirements imposed by this contract or state and federal security and privacy rules. In the event that any liability, damages, costs and expenses arise as a result of the actions or omissions of both parties, each party shall bear such proportion of such liability, damages, costs and expenses as are attributable to the acts or omissions of such party.
- h. Injunctive Relief. Notwithstanding any rights or remedies provided for in this Agreement, Covered Entity retains all rights to seek injunctive relief to prevent or stop the inappropriate use or disclosure of PHI directly or indirectly by BA, or any agent or subcontractor of Business Associate.
- i. Waiver of Provisions. Failure by either party at any time to enforce or require the strict performance of any of the terms and conditions of this contract shall not constitute a waiver of such terms or conditions or modify such provision or in any manner render it unenforceable as to any other time or as to any other occurrence. Any specific waiver by either party of any of the terms and conditions of this contract shall be considered a one-time event and shall not constitute a continuing waiver. Neither a waiver nor any failure to enforce shall in any way affect or impair the terms or conditions of this contract or the right of either party to avail itself of its remedies.

NOTICES REQUIRED BY THIS CONTRACT SHALL BE SENT AS FOLLOWS:

GENERAL AGENT CENTER

† " " " V
V " " " "
8700 E Vista Bonita Drive #174
Scottsdale, AZ 85255

THUS DONE AND SIGNED ON THE DATE FIRST WRITTEN ABOVE:

X _____
U M " U U

X _____
BY: AGENT



800.366.2467
Fax: 800.471.7996



8700 East Vista Bonita Dr. #174
Scottsdale, AZ 85255



Online at:
www.GACQUOTE.com



SEND TO:
General Agent Center
15575 N. 79th Place #100
Scottsdale, AZ 95260

Tel: (800) 366-2467
Fax: (800) 471-7996

Agent Questionnaire

FOR OFFICE USE ONLY

Date Received:	
Background Check:	
RB Code:	
Agent Code:	

The Order of United Commercial Travelers of America

AGENT INFORMATION (PLEASE TYPE OR PRINT)

Name:	Social Security No.:	Date:	E-mail Address:
Are you currently licensed as an: <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation			
Corporate Name:		Corporate IRS No.:	
Send To: <input type="checkbox"/> Business <input type="checkbox"/> Residence (Do not abbreviate address)			
Business Address and Street or P.O. Box:	City:	County:	State: Zip: Area Code and Telephone No.:
Residence Address and Street or P.O. Box:	City:	County:	State: Zip: Area Code and Telephone No.:
Residence Address (if at above less than one year):	City:	County:	State: Zip: Area Code and Telephone No.:
Street Address (required for supply shipments):	City:	County:	State: Zip: Area Code and Telephone No.:

PERSONAL DATA (MUST ANSWER ALL QUESTIONS)

Are you currently in debt to any insurance company or federal agency? <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes," please explain:
Have you ever been convicted of a felony? <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes," please explain:
Have you ever been convicted of a misdemeanor: <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes," please explain:
Date of Birth (Month/Day/Year): Place of Birth:
Marital Status: <input type="checkbox"/> Married <input type="checkbox"/> Single <input type="checkbox"/> Divorced

LICENSE INFORMATION

In what states are you currently licensed? (If more space is needed, please attach additional sheet).					
1. State	<input type="checkbox"/> Life <input type="checkbox"/> Accident and Health	License No.	3. State	<input type="checkbox"/> Life <input type="checkbox"/> Accident and Health	License No.
2. State	<input type="checkbox"/> Life <input type="checkbox"/> Accident and Health	License No.	4. State	<input type="checkbox"/> Life <input type="checkbox"/> Accident and Health	License No.
If you wish to apply for non-resident appointment, list the states and include the appropriate fees and/or forms:					
Have you ever been terminated by an insurance company? <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes," please explain:					
Have there been any complaints against you directed to the insurance commissioner of any state by a policyholder? <input type="checkbox"/> Yes <input type="checkbox"/> No					
From an insurance company? <input type="checkbox"/> Yes <input type="checkbox"/> No					
If "Yes," please explain:					

LICENSE INFORMATION (CONTINUED)Have you ever had a license to solicit insurance refused, suspended or revoked? ☐ Yes ☐ No If "Yes," please explain:

How many years have you held an insurance license?

Do you carry Errors and Omissions insurance? ☐ Yes ☐ No

Policy No.:

If "Yes," name of carrier:

Provide the following information regarding all current and past appointments with life or health insurance companies:

NAME OF COMPANY:

ADDRESS OF HOME OFFICE:

FROM: (MO./YR.) TO: (MO./YR.)

OK TO CONTACT?

☐ Yes ☐ No☐ Yes ☐ No☐ Yes ☐ NoHave you ever been or are you currently bound by any employment agreement, non-compete agreement, or non-solicitation agreement, the terms of which (1) restrict where or to whom you may sell insurance policies or, (2) restrict your ability to sell UCT policies? ☐ Yes ☐ No

If "Yes," please explain:

INSURANCE BACKGROUND

Number of years in the insurance industry:

Check professional designations earned or indicate courses completed: ☐ CLU ☐ ChFC ☐ CFP ☐ CPCU ☐ RHU**INSURANCE BACKGROUND**

	PRIOR CALENDAR YEAR		CURRENT YEAR TO DATE		13 MONTH PERSISTENCY	
	PERSONAL	AGENCY	PERSONAL	AGENCY	PERSONAL	AGENCY
Life Premium						
Life Volume						
Health Premium						
Group Premium						
Total number of producing agents or brokers in your agency?				How many will be appointed with UCT?		

FAIR CREDIT REPORTING ACT DISCLOSURE

An investigative consumer report may be prepared whereby information is obtained through personal interviews with your neighbors, friends or others who are acquainted with you. This inquiry includes information as to your character, general reputation, personal characteristics and mode of living. You have the right to make a written request within a reasonable period of time to receive detailed information about the nature and scope of this investigation.

To the best of my knowledge, all of the above is correct, and my appointment with The Order of United Commercial Travelers of America would not constitute a breach of any of my contacts with other insurance companies.

SIGNATURES

SIGNATURE:

DATE:

REFERRED BY:



Application for Membership

The Order of United Commercial Travelers of America • A Fraternal Benefit Society
1801 Watermark Drive, Suite 100, P.O. Box 159019, Columbus, Ohio 43215-8619
Tel: 614.487.9680 • Toll-free: 800.848.0123 • Fax: 800.948.1039 • www.uct.org

Proposed Member Information

Name of council Applicant will belong to: _____ Council No.: _____

Council City: _____ State/Prov.: _____

Applicant Name, First: _____ MI: _____ Last: _____

Address: _____ City: _____ State/Prov.: _____ Postal Code: _____

Home Tel.: (_____) _____ Bus. Tel.: (_____) _____

Birthday: _____ - _____ - _____ Social Security No./Social Insurance No.: _____
Month Day Year

Email Address: _____ Sex: ☐ Male ☐ Female

Is applicant currently insured with UCT? ☐ Yes ☐ No

Has applicant ever been a member of UCT? ☐ Yes ☐ No If "Yes," list member No.: _____

Is applicant's spouse a member of UCT? ☐ Yes ☐ No If "Yes," list member No.: _____

Member Dues Collected (check one)

☐ **Member Dues** – when purchasing insurance\$30 minimum

☐ **Fraternal Membership** – no insurance purchased (\$12 + \$18 minimum Member Dues)\$30 minimum

Please enroll me for membership in UCT. I understand UCT is a fraternal benefit society and agree to abide by the Society's Constitution and Bylaws.

THE ORDER OF UNITED COMMERCIAL TRAVELERS OF AMERICA IS LICENSED TO DO BUSINESS IN THE STATE OF OHIO. AS A MEMBERSHIP ORGANIZATION, FRATERNAL BENEFIT SOCIETIES ARE NOT INCLUDED IN THE OHIO GUARANTY ASSOCIATION. THIS MEANS THAT FRATERNAL BENEFIT SOCIETIES CANNOT BE ASSESSED FOR THE INSOLVENCY OF OTHER LIFE INSURERS OR OTHER FRATERNAL BENEFIT SOCIETIES. BY LAW, A FRATERNAL BENEFIT SOCIETY IS RESPONSIBLE FOR ITS OWN SOLVENCY. IF THERE IS AN IMPAIRMENT OF RESERVES, A POLICYHOLDER MAY BE ASSESSED A PROPORTIONATE SHARE OF THE IMPAIRMENT. THIS PROCESS IS DESCRIBED IN THE POLICY ISSUED BY THE SOCIETY.

Applicant's Signature: X _____ **Date:** _____

For Completion by Sponsoring Member/Agent

This is to certify that I am acquainted with the applicant and hereby recommend the applicant for membership.

Sponsoring Member/Agent's Name (Please Print): _____

Address: _____ City: _____ State/Prov.: _____ Postal Code: _____

Sponsoring Member/Agent No.: _____

Sponsoring Member/Agent's Signature: X _____ **Date:** _____

For Completion by Council Secretary if Necessary

Council Action: ☐ Approved ☐ Disapproved

Secretary's Signature: _____ **Date:** _____

APPOINTMENT FEES & Payment Authorization Form



**Appointment Fees are due
with contracting.**

Choose Method of payment:

- ☐ Pay by check (made payable to UCT)
- ☐ Pay by Credit/Debit Card (complete below)
- ☐ Pay by Debit of Commissions (complete below)

Credit Card or Debit Card Authorization

Name:

Credit/Debit Card Billing Street Address:

City:

State:

Zip:

☐ VISA

☐ MASTERCARD

Card #:

Exp. Date:

Security Code:

Authorized Charge Amount: \$

Signature:

Date:

**Authorization to Debit from my GAC Commissions
Available if receiving monthly renewals**

Name:

Authorized Charge Amount: \$

Signature:

Date:

STATE	RES APPT FEES	NON-RES FEES
AL	\$40.00	\$40.00
AR	\$0.00	\$0.00
AZ	\$0.00	\$0.00
CA	\$29.00	\$29.00
CO	\$0.00	\$0.00
FL	\$60.00	\$60.00
GA	\$10.00	\$10.00
IA	\$15.00	\$15.00
ID	\$0.00	\$0.00
IN	\$0.00	\$0.00
IL	\$0.00	\$0.00
KS	\$5.00	\$5.00
KY	\$40.00	\$50.00
LA	\$20.00	\$20.00
MI	\$5.00	\$5.00
MO	\$0.00	\$0.00
MS	\$25.00	\$25.00
MT	\$0.00	\$0.00
NC	\$20.00	\$20.00
ND	\$10.00	\$10.00
NE	\$15.00	\$15.00
NV	\$15.00	\$15.00
OH	\$15.00	\$15.00
OK	\$30.00	\$30.00
OR	\$0.00	\$0.00
PA	\$15.00	\$15.00
SC	\$0.00	\$0.00
SD	\$10.00	\$20.00
TN	\$15.00	\$15.00
TX	\$10.00	\$10.00
UT	\$0.00	\$0.00
VA	\$10.00	\$10.00
WI	\$16.00	\$40.00
WV	\$25.00	\$25.00
WY	\$15.00	\$15.00

DISCLOSURE AND AUTHORIZATION TO OBTAIN INFORMATION

In connection with my suitability for employment with _____ (“Company”), I authorize Company to request a consumer and/or investigative consumer report on me for employment purposes from **KROLL BACKGROUND AMERICA, INC.** (“Kroll”). Such reports may include, but are not limited to, information as to my character, general reputation, personal characteristics, and mode of living; discerned through employment and education verifications; personal references and interviews; my personal credit history based on reports from any credit bureau; my driving history, including any traffic citations; workers’ compensation records after a conditional job offer has been extended and to the extent permitted by law; a social security number trace; present and former addresses; criminal and civil history/records; and any other public record.

I authorize any person, business entity or governmental agency that may have information relevant to the above to disclose the same to Company and Kroll, including, but not limited to, any and all courts, public agencies, law enforcement agencies and credit bureaus. I authorize Company to share such information only with parties in interest who have a “need to know” such information to protect them and their employees. Kroll does not sell or otherwise provide any of the information found in its background investigations to any party other than the Company.

I understand that I am entitled to a complete and accurate disclosure of the nature and scope of any consumer report of which I am the subject upon my written request to Kroll. I also understand that I may receive a written summary of my rights under 15 U.S.C. § 1681 et. seq. I agree that this authorization shall remain valid for the duration of my employment with Company. I certify that the information contained on this Authorization form is true and correct and that my application or employment may be terminated based on any false, omitted or fraudulent information.

Signature: _____ Date: _____

IDENTIFYING INFORMATION FOR CONSUMER REPORTING AGENCY

Last Name: _____ First Name: _____ Middle: _____

Other Names Used _____ Years Used _____

Current Address: _____
Street /P. O. Box City State Zip Code County Dates

Former Address: _____
Street /P. O. Box City State Zip Code County Dates

Social Security Number: _____ Daytime Phone Number: _____

E-mail Address: _____ Driver’s License Number: _____ State of Issuance: _____

*Date of Birth: _____ *Gender _____

For CA, MN & OK Residents Only: Please provide me with a copy of my background report YES: ☐ NO ☐

For California residents: Under § 1786.22 of the California Civil Code, you may view the file maintained on you by Kroll. You may also obtain a copy of this file, upon submitting proper identification and paying the costs of duplication services, by submitting a request by mail, by appearing at Kroll’s offices in person during normal business hours and on reasonable notice, or you may also receive a summary of the file by telephone after submitting a written request. Kroll has trained personnel available to explain your file to you and will provide a written explanation of any coded information. If you appear in person, you may be accompanied by one other person, provided that person furnishes proper identification. Kroll is located at 100 Centerview Drive, Suite 300, Nashville, TN 37214 and may be contacted at 1 (888) 381-7866.

*Providing year of birth and gender is strictly voluntary. This information will enable us to properly identify you in the event we find adverse information during the course of a background search.

Please note that nothing herein shall be construed as legal advice.

**Authorization Form
for Release of File Copies
of Criminal History Records
for the State of Georgia/Mississippi**

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 is specifically for, all agencies within, and the State of Georgia/Mississippi.
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**

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 1625.5.5

*This request for your date of birth does not indicate discrimination; and the request 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

ASSIGNMENT OF COMMISSIONS

For valuable consideration, receipt of which is hereby acknowledged, the Assignor (Name of Agent or Agency) _____ hereby absolutely and irrevocably assigns to (Name of Agent or Agency) _____ (hereinafter called the "Assignee"), all rights and interest to commission on all policies due or to become due from General Agent Center (hereinafter called the "Company") under the Assignor's contract with the company dated _____ provided, however, that such commissions shall be subject to the terms of said agreement.

Assignor hereby directs the Company to pay the aforesaid commissions to the Assignee, and releases the Company from any and all liability to the Assignor by reason of payment of such commissions.

Assignor Signature

TIN / SS Number

Printed Name

Date

ACCEPTANCE OF ASSIGNEE

Assignor hereby directs the assignment of the above described commissions and agrees to be bound by the terms and conditions of the above referenced Agreement as they affect the above described commissions.

Assignee Signature

TIN / SS Number

Printed Name

Date

COMPANY ACCEPTANCE

The Company hereby accepts the assignment of the above described commissions.

General Agent Center

Date



AGENT AUTHORIZATION FOR AUTOMATIC DEPOSITS – EFT CREDITS

PRODUCER NAME: _____

**PRODUCER FEIN/ SSN: _____

*PRODUCER EMAIL ADDRESS: _____

*FOR NOTICE OF FUNDS AVAILABILITY

**COMMISSION EARNINGS WILL BE REPORTED TO THE IRS UNDER THE FEIN (OR SSN) OF THE LICENSE HOLDER (AS ALLOWED UNDER STATE LICENSING REGULATION)

PRODUCER SIGNATURE: _____ DATE: _____

I (WE) HEREBY AUTHORIZE **GENERAL AGENT CENTER**, THROUGH **HOME NATIONAL BANK, SCOTTSDALE**, TO INITIATE, IF NECESSARY DEBIT ENTRIES AND ADJUSTMENTS FOR ANY CREDIT ENTRIES MADE IN ERROR TO MY (OUR) ☐ CHECKING OR ☐ SAVINGS (PLEASE CHECK ONE) ACCOUNT AS INDICATED BELOW. I (WE) HEREBY AUTHORIZE MY (OUR) DEPOSITORY NAMED BELOW, TO DEBIT AND / OR CREDIT THE SALE TO SUCH ACCOUNT.

NAMES ON ACCOUNT (PLEASE PRINT): _____

SIGNING AUTHORITY (PLEASE PRINT): _____

BANK / CREDIT UNION INFORMATION: ***(PLEASE ATTACH A VOIDED CHECK OR AUTHORIZED BANK DOCUMENT)***☐ BANK OR ☐ CREDIT UNION NAME: _____

TRANSIT / ABA NUMBER: _____

ACCOUNT NUMBER: _____

AUTHORIZED ACCOUNT SIGNATURE: _____



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.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 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 generally 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 instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



AHCP Signature Authorization

PLEASE READ THIS AUTHORIZATION, SIGN IN THE BOX BELOW AND SUBMIT THIS FORM BY FOLLOWING THE INSTRUCTIONS PROVIDED ON THE COVER PAGE.

I, _____, hereby authorize America's Health Care Plan/Rx Agency, LLC (AHCP) and its general agency customers (the "Authorized Parties") to affix or append a copy of my signature, as set forth below, to any and all required signature fields on forms and agreements of any insurance carrier (a "Carrier") designated by me through AHCP or through any other means, including without limitation, by e-mail or orally. The Authorized Parties shall be permitted to complete and submit all such forms and agreements on my behalf for the purpose of becoming authorized to sell Carrier insurance products. I hereby release, indemnify and hold harmless the Authorized Parties against any and all claims, demands, losses, damages, and causes of action, including expenses, costs and reasonable attorneys' fees which they may sustain or incur as a result of carrying out the authority granted hereunder.

By my signature below, I certify that the information I have submitted to the Authorized Parties is correct to the best of my knowledge and acknowledge that I have read and reviewed the forms and agreements which the Authorized Parties have been authorized to affix my signature. I agree to indemnify and hold any third party harmless from and against any and all claims, demands, losses, damages, and causes of action, including expenses, costs and reasonable attorneys' fees which such third party may incur as a result of its reliance on any form or agreement bearing my signature pursuant to this authorization.

Please sign in the center of the box below. Please use BLACK ink.

PRODUCERIDXXX



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 Sub-Agent selected AHCP Carriers under the Agent. 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 Sub-Agent has sold business within the preceding six months, Sub-agent 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 by AHCP.
3. Agent Responsibilities.
 - a) Agent shall at all times comply with all laws and regulations of the states in which Agent solicits business. Agent shall be responsible for acquiring and maintaining all licenses in any territory in which Agent solicits insurance, as required by applicable law.
 - b) Agent shall pay for all of Agent's license fees, appointment fees, bond fees, and fees and taxes required by any federal, state or local government, and any required by carriers.
 - c) Agent is solely responsible for the performance, fidelity and honesty of Agent's employees during the term of their employment with Agent.
 - d) All funds collected by Agent are held by Agent in trust and are the property of the Carriers. Agent shall act as fiduciary with respect to those funds, which will in no event be used by Agent for personal, business or other purposes.
 - e) Agent agrees to work diligently to prevent lapsing and replacement of insurance effected hereunder.
 - f) All insurance written by Agent is and remains the property of the Carriers.
 - g) Agent expressly agrees to be bound by all rules and conditions set forth in the Agent Guidelines
4. AHCP Responsibilities. AHCP agrees to provide Agents with the following benefits and services:
 - a) Competitive carriers and products, as determined by AHCP;
 - b) Lead Marketing Credits for issued policies, where applicable (may vary by carrier and/or product);
 - c) Carrier and product training support;
 - d) Advanced funded commissions by AHCP (may vary by carrier/product);
 - e) A toll free agent service line;
 - f) Agency newsletters which include Carrier updates, important announcements and new carrier and product information; and
 - g) Access to agency management tools and technology.

5. Commissions. Subject to all terms of the Agreement, AHCP or its delegate will compensate Agent with the commissions as determined by each Carrier and AHCP. AHCP does not impose a vesting schedule on Agent. Agent is immediately vested according to each Carrier's vesting schedule.

Confirmation of first year and renewal percentages shall be made available to Agent upon written request to AHCP. Commissions may be modified by AHCP. AHCP will make best efforts to provide at least 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 assigned 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 receives payment of its commission.

6. 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 increase 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 along with interest and/or administrative fees. AHCP reserves the right to charge a reasonable interest on all debit balances. Agent is financially responsible to AHCP and their assigns, for any and all debit balances due by Agent, their Sub-Agents, or any Sub-Agent on whom 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 or transfer shall not be approved. Concurrent with that transfer, all rights to any future earned commissions attributable to the Sub-Agent, as well as any tax consequence, will accrue to the new Agent and Sub-Agent.

7. 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 appointments by Carrier.
8. Termination.
 - a. This Agreement may be terminated without cause by either party upon thirty (30) days written notice.
 - b. AHCP may terminate immediately "for cause" (as defined in Agent Guidelines) with written notice to Agent. If this Agreement is terminated for cause, Agent's right to any compensation shall be immediately terminated.
 - c. Upon termination of this Agreement, AHCP may reassign, solicit, appoint or otherwise work with the Sub-Agents of Agent.
 - d. Termination of this Agreement does not absolve Agent of its obligation to repay any outstanding debit balances or chargebacks owed and does not terminate Carrier commissions due to AHCP.
9. Premiums. Agent shall immediately remit all premiums collected or received by Agent and its Sub-Agents in accordance with AHCP guidelines. Initial premium must be presented with the application and accepted by AHCP or Carrier.
10. Rolling Business. AHCP acknowledges that Agent must act in the client's best interest when recommending changing carriers. However, Agents agree that the moving a block of business from one carrier to another carrier, for the sole purpose of generating or increasing commissions, is not permitted by AHCP and may result in termination of this Agreement and commissions due Agent.
11. 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 accounts and will pay any amounts due, subject to other provisions of the Agreement. Agent must report any discrepancies and return payment within 30 days or payment will be deemed accepted.

12. 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 its Carriers and Carriers' products without written approval. All printed materials furnished are property of AHCP and shall be promptly returned upon request or when this Agreement terminates.
13. Refunds and Rejections. Subject to state law, Carriers reserve the right to reject any applications for insurance without specifying cause, and to cancel, refuse to renew, or modify any policy.
14. 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.
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 or Sub-Agents. AHCP agrees to indemnify Agent, 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 AHCP or its employees. 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.
16. Audits. Agent shall maintain sufficient and accurate records for the performance its business. Such records shall be open for the inspection of the AHCP and Carrier or their authorized representatives at any time.

Agent, on behalf of itself and Sub-Agents, agrees to maintain all documents, records and other information concerning its arrangements with Policyholders for at least six (6) years following the termination of this Agreement, or such longer period as may be required by law, and to make such documents, records and information available to AHCP and Carrier on request. This provision shall survive the termination of this Agreement.

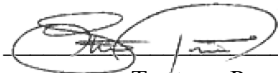
Agent agrees to allow AHCP or Carrier to audit all relevant books and records upon at least five (5) business days' prior written notice and during regular business hours. AHCP and Carrier are solely responsible for their own expenses in connection with conducting the audit.

17. Security Interest. 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. 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. Governing Law. The Agreement shall be governed by the laws of Oregon with exclusive venue in Washington County, Oregon.
18. 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.
19. Dispute Resolution; Equitable Relief. Each Party agrees that, in the event of a dispute or alleged breach, they shall first work together in good faith to resolve the matter internally through negotiations and, if necessary, by escalating it to higher levels of management. The foregoing shall not apply to, and shall not prevent a party from seeking immediate relief in the event of, disputes involving confidentiality or data protection provision of this Agreement or infringement of intellectual property rights (in which case either party shall be free to seek available remedies in a court of competent jurisdiction in accordance with the Governing Law section of this Agreement.
20. Entire Agreement. This Agreement, including Addendum A and 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____.

Agent: _____

By: _____
Signature Date

 _____
Steven Trattner, President Date
America's Health Care/Rx Plan Agency, Inc.

ADDENDUM A
ASSIGNMENT OF COMMISSIONS

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 by AHCP are received on the Agent's behalf and will promptly be paid out in its entirety to the Agent pursuant to the commission 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 by providing advance written notice to Agent when possible.
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.

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, program manager, membership association, or similar entity 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 written 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's 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

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, provided that leads and prospective customers derived through AHCP are only offered carriers with whom Agent is appointed through AHCP.

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:

1. 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.
2. Fully educated in the business rules of each and every Carrier which they represent to the public through their affiliation with AHCP.
3. Familiar with each Carrier's proper appointment submission rules and guidelines, and to review any non-web-based appointment paperwork before submission.
4. 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.

If AHCP receives knowledge that Agent is not in compliance with its responsibilities of this Agreement, AHCP will make its best efforts to notify Agent in order to take the necessary steps to correct the error prior to a termination.

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.

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.

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).