



**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: \_\_\_\_\_

## UPLINE & COMMISSION

Direct Up-line/ Manager: \_\_\_\_\_ DP: \_\_\_\_\_  
Commission Level: \_\_\_\_\_ (Unsure? Contact your up-line)  
How did you hear about AHCP?  
☐ Online ☐ Job Posting ☐ Drip Marketing ☐ Referral \_\_\_\_\_  
(Name of Referral)  
Advance Options: ☐ 3Months ☐ 6Months ☐ 9Months ☐ 12Months ☐ Earned  
\*No interest (Advance options will have a 3% admin fee)

## APPOINTMENT INSTRUCTIONS

Appointment Checklist for: **Aflac Med Supp**

- ☐ Page 1 AHCP Appointment Coversheet (this page)
- ☐ Page 2 Aflac Licensing Checklist
- ☐ Page 3 Single Use Credit Card Authorization Form
- ☐ Page 4-6 Agent Data Sheet
- ☐ Page 7-9 Consumer Report Disclosure Notice
- ☐ Page 10-11 Appointed Agent's Agreement
- ☐ Page 12 Direct Deposit Authorization (Commissions paid by AHCP)
- ☐ Page 13 W9
- ☐ Page 14-17 AHCP Producer Agreement

Additional Requirements

- ☐ Copy of 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](mailto:contracting@ahcpsales.com)

**Fax Option:** 888-781-0586

**Mailing Address:** 1100 NW Compton Dr. 2<sup>nd</sup> Floor Beaverton, OR 97006

## **Appointed Agent Licensing Checklist for Aflac Medicare Supplement Appointment**

In order to complete the licensing and contracting process, please follow the checklist below. All forms must be filled out in their entirety. Each question must be answered in some way: if a question does not apply to your situation, place the abbreviation N/A in the blank.

### **Submit the following items:**

- ☐ 1. One (1) check made payable to "AIMC, LLC" for \$\_\_\_\_\_ which includes your state appointment fees, if any, and \$15.00 for processing fees for all required background reports.

**--- OR ---**

### **Completed Credit Card Authorization if you would like to pay your fees by credit card**

- ☐ 2. One (1) New Agent Data Sheet. After answering all questions, please sign and date where indicated. Remember - complete information is required!
- ☐ 3. One (1) Appointed Agent's Agreement. Sign and date contract.

**NOTICE:** The licensing process cannot begin until ALL of the above items have been received.

### **PLEASE NOTE:**

**No applications may be written IN ANY STATE until an effective date and writing number have been assigned.**



AIMC, LLC  
(800) 321-0102  
(678) 483-8513 (Licensing FAX)  
[licensing@aimc.net](mailto:licensing@aimc.net) (Licensing E-mail)

**Single-Use Credit Card Authorization Form**

By signing this form you give AIMC, LLC permission to charge your credit card account to pay the appropriate license/appointment/renewal fees on your behalf. This is permission for a single transaction only and does not provide authorization for any additional unrelated debits or credits to your charge account.

PLEASE PRINT CLEARLY:

Cardholder Name: \_\_\_\_\_  
(Exactly as it appears on the card)

Account No. \_\_\_\_\_

Account Type: ☐ Visa ☐ MasterCard ☐ AMEX ☐ Discover

Expiration Date: \_\_\_\_\_

CVV2: \_\_\_\_\_ 3 digit number on back of MC/Visa/Discover; 4 digit number on back of AMEX

Billing Address: \_\_\_\_\_

City, State & Zip: \_\_\_\_\_

Phone Number (required): \_\_\_\_\_

Phone# (required): \_\_\_\_\_

Transaction Amount to be charged to Account: \_\_\_\_\_

I authorize AIMC, LLC to charge the credit card indicated in this authorization form according to the terms outlined above. This payment authorization is for my license/appointment/renewal fees, for the amount indicated above (unless AIMC, LLC receives from me my written consent to charge a different transaction amount), and is valid for only a single transaction. I certify that I am an authorized user of this credit card and that I will not dispute the payment with my credit card company; so long as the transaction corresponds to the terms indicated in this form.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# Aflac<sup>®</sup>

## AGENT DATA SHEET

### PERSONAL INFORMATION

Are you applying as an agency? \_\_\_\_\_ Yes \_\_\_\_\_ No

Agency Name: \_\_\_\_\_  
**COMPLETE ONLY IF APPLYING AS AN AGENCY; AGENCY NAME MUST MATCH INSURANCE LICENSE**

Taxpayer ID (EIN): \_\_\_\_\_  
**COMPLETE ONLY IF APPLYING AS AN AGENCY**

**IF YOU ARE APPLYING AS AN AGENT, YOU MUST ENTER YOUR NAME EXACTLY AS IT APPEARS ON YOUR INSURANCE LICENSE. IF YOU ARE APPLYING AS AN AGENCY, YOU MUST ENTER THE NAME AND INFORMATION OF YOUR AGENCY PRINCIPAL.**

First Name: \_\_\_\_\_

Middle Name: \_\_\_\_\_

Last Name: \_\_\_\_\_

Suffix: \_\_\_\_\_ (Jr., Sr., III, etc.)

Social Security Number: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ (xx/xx/xxxx)

### CONTACT INFORMATION

**A physical address is required; NO P.O. Boxes. All correspondence and supplies will be mailed to this address.**

Mailing Address:

Address Line 1: \_\_\_\_\_

Address Line 2: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Address:

Same as above: \_\_\_\_\_ Yes \_\_\_\_\_ No If not, please complete below:

Address Line 1: \_\_\_\_\_

Address Line 2: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Business Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_.

Mobile Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_.

Home Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_.

Fax Number: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_.

Email Address: (REQUIRED – This email address will be used for all business communications)

\_\_\_\_\_

## LICENSING INFORMATION

Resident License State: \_\_\_\_\_

Appointment State	License Type	License No.	Expiration Date On License
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

### Required Questions for Proposed Licenses/Appointments:

1. Have you ever pleaded guilty or no contest or been convicted of, or are currently charged with a crime (excluding minor traffic violations)? \_\_\_\_\_ Yes \_\_\_\_\_ No
2. Are you presently the subject of any investigation or proceeding by any insurance department, jurisdiction, agency or organization, or a defendant in any lawsuit or legal action? \_\_\_\_\_ Yes \_\_\_\_\_ No
3. Have you ever filed bankruptcy or are you indebted to any insurance company, general agent or manager (including debit balance)? \_\_\_\_\_ Yes \_\_\_\_\_ No
4. Has any insurance company canceled any contract with you or appointment of you as an agent for any reason other than the nonproduction of business or at your request? \_\_\_\_\_ Yes \_\_\_\_\_ No
5. Have you ever been fined by any insurance department or any regulatory agency, or had a license to solicit insurance refused to be issued or renewed, suspended or revoked for any reason whatsoever? \_\_\_\_\_ Yes \_\_\_\_\_ No
6. Have you ever been refused or denied a bond? \_\_\_\_\_ Yes \_\_\_\_\_ No

If you have answered "Yes" to any of these questions, please provide detailed information for each "Yes" answer and attach any supporting documentation to this Agent Data Sheet.

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## AUTHORIZATION TO RELEASE PERSONAL INFORMATION AND ACKNOWLEDGEMENT OF RECEIPT OF INVESTIGATIVE CONSUMER REPORT DISCLOSURE NOTICE AND SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT

I acknowledge that I have received herewith an Investigative Consumer Report Disclosure Notice that a consumer report may be obtained on me in connection with my application to be appointed as an independent insurance agent of Aflac.

I acknowledge that I have received the Federal Trade Commission's "Summary of Your Rights under the Fair Credit Reporting Act.

I authorize Aflac, AIMC, LLC and Aflac General Agent and their consumer reporting agency to retrieve information from all personnel; educational institutions; government agencies; companies; corporations; credit reporting agencies; law enforcement agencies at the federal, state (including the Minnesota Bureau of Criminal Apprehension), or any county level; workers' compensation agencies; or individuals, relating to my past activities, to supply any and all information concerning my background, and release the same from any liability resulting in providing such information. The information received may include but is not limited to academic, residential, job performance, attendance, litigation, personal history, credit reports, driving history, workers' compensation reports (including medical information), criminal history records, and any other matter inquired about in this application.

I further agree that the following may also be contacted: (1) any current or former insurance companies and departments of insurance that I have been appointed or licensed with; and (2) my current employer. I hereby release any individual or institution, including its

officers, employees, or related personnel, both individually and collectively, from any and all liability for damages of whatever kind, which may at the time result to me because of compliance with this authorization and request to release information or any attempt to comply with it. I may request a copy of any report that is prepared regarding me and may also request the nature and substance of all information about me in the files of the consumer reporting agency. Information and requesting a copy of any such report is contained in the Disclosure Notice mentioned above. I agree and direct that a photocopy of this authorization be accepted with the same authority as the original. This authorization to release personal information expires one year after the date of my signature below.

#### **REPORT COPY**

If you are applying for an appointment and/or contract with Aflac in California (CA), Minnesota (MN), or Oklahoma (OK), or if you live in one of those three States, you may request a copy of the investigative consumer report by checking the box immediately following this text. ☐

#### **AUTHORIZATION TO SHARE AND USE PERSONAL INFORMATION**

I authorize Aflac, AIMC, LLC or any Aflac General Agent to share the information in this Agent Data Sheet, as well as in any background or credit reports, with any other parties as needed to establish my eligibility and/or continuing eligibility for appointment with Aflac.

#### **AGREEMENTS WITH OTHER INSURANCE COMPANIES**

If the applicant is currently or was previously under contract with another insurance company or agency and may be or is subject to the terms, conditions, and restrictions of an agent's agreement, the applicant hereby represents, warrants, and agrees that: (1) the applicant is solely responsible for compliance with any such agreement and solely liable for any breach thereof; (2) the applicant will seek the expert assistance of his/her own legal advisor regarding interpretation or the legal significance of such agreement and will not seek or rely upon the advice of Aflac or its independent agents regarding such matters; and (3) Aflac shall have no liability regarding any contractual or other type dispute with such other company or agency.

#### **APPLICANT UNDERSTANDS AND AGREES**

**By signing and submitting this application, the applicant understands and, as a term and condition of the application process, agrees that:**

(1) An appointment shall not be effective unless and until the application has been approved by Aflac, and an agent's agreement has been entered into by and between Aflac and applicant. The limited authority to represent Aflac as an independent agent shall be set forth exclusively in said agent's agreement. Applicant represents and warrants that applicant has read and compared the Associate's Agreement (for individual or corporation) (if applicable to the applicant) and General Agent's Agreement and understands their respective terms and conditions, including but not limited to the differences in commission vesting. Under no circumstances will applicant be an employee of Aflac. (2) Aflac is under no obligation whatsoever to appoint applicant as an independent agent. Aflac has the absolute right to decline this application for appointment and/or decline to enter into an agent's agreement with applicant and may do so without cause, reason, or explanation. (3) Aflac shall have no obligation to applicant for expenses or any form of compensation whatsoever. If an appointment is granted to applicant, the rights and responsibilities of agent and Aflac will be set forth in an agent's agreement executed by both agent and Aflac. (4) Applicant shall indemnify and hold harmless Aflac from and against any and all claims, losses, fines, damages, and costs whatsoever, including reasonable outside attorney's fees arising from or in connection with a breach by applicant of any term, condition, representation, or warranty in this application. Said indemnification shall survive indefinitely.

#### **APPLICANT'S SIGNATURE**

I hereby represent, warrant, and affirm under penalty of perjury that all information in this application is true and correct to the best of my knowledge and belief. I understand that if at any time in the future I plead guilty or no contest to or am convicted of an offense under 18 United States Code Section 1033 or a criminal felony as defined therein that I am required to notify by certified mail all insurance companies with whom I am appointed and the department of insurance in each of those states.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

## **INVESTIGATIVE CONSUMER REPORT DISCLOSURE NOTICE**

**You have authorized Aflac and a third-party, authorized consumer reporting agency to retrieve information from all personnel; educational institutions; government agencies; companies; corporations; credit reporting agencies; law enforcement agencies at the federal, state (including the Minnesota Bureau of Criminal apprehension), or county level; workers' compensation agencies; or individuals relating to your past activities to supply any and all information concerning your background, and release the same from any liability resulting in providing such information. The information received may include but is not limited to academic, residential, achievement, job performance, attendance, litigation, personal history, credit reports, driving history, workers' compensation records (including medical information), and criminal history records. If you are currently employed, your current employer may be contacted. You have agreed that your consumer report may be prepared summarizing this information. If your prior employers and/or references are contacted, the report may include information obtained through telephone or written interviews regarding your character, general reputation, personal characteristics, and/or mode of living. You may request a copy of any report prepared regarding you and may also request the nature and substance of all information about you contained in the files of the consumer reporting agency. Proper identification will be required and you must direct the request to the consumer reporting agency. The address and phone number of the third-party, authorized consumer reporting agency can be obtained from the Aflac Field Compensation and Contracting department.**

**The federal Fair Credit Reporting Act (FCRA) is designed to promote accuracy, fairness, and privacy of information in the files of every consumer reporting agency (CRA). Most CRAs are credit bureaus that gather and sell information about you—such as if you pay your bills on time or have filed bankruptcy—to creditors, employers, landlords, and other businesses. You can find the complete text of the FCRA, 15 U.S.C 1681-1681u, at the Federal Trade Commission's Web site (<http://www.ftc.gov>). You may have additional rights under state law. You may contact a state or local consumer protection agency or a state attorney general to learn those rights. You may also contact the following to learn more about your rights: Federal Trade Commission Consumer Response Center, FCRA, Washington, D.C. 20580 or phone (202) 326-3761.**

*Para informacion en espanol, visite [www.ftc.gov/credit](http://www.ftc.gov/credit) o escribe a la FTC Consumer Response Center, Room 130-A 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.*

### **A Summary of Your Rights Under the Fair Credit Reporting Act**

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to [www.ftc.gov/credit](http://www.ftc.gov/credit) or write to: Consumer Response Center, Room 130-A, Federal Trade Commission, 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
  - a person has taken adverse action against you because of information in your credit report;
  - you are the victim of identify theft and place a fraud alert in your file;
  - your file contains inaccurate information as a result of fraud;
  - you are on public assistance;
  - you are unemployed but expect to apply for employment within 60 days.In addition, by September 2005 all consumers will be entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See [www.ftc.gov/credit](http://www.ftc.gov/credit) for additional information.
- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See [www.ftc.gov/credit](http://www.ftc.gov/credit) for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.



- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need -- usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to [www.ftc.gov/credit](http://www.ftc.gov/credit).
- **You may limit "prescreened" offers of credit and insurance you get based on information in your credit report.** Unsolicited "prescreened" offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).
- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit [www.ftc.gov/credit](http://www.ftc.gov/credit).

**States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. Federal enforcers are:**

TYPE OF BUSINESS:	CONTACT:
Consumer reporting agencies, creditors and others not listed below	Federal Trade Commission: Consumer Response Center - FCRA Washington, DC 20580 1-877-382-4357
National banks, federal branches/agencies of foreign banks (word "National" or initials "N.A." appear in or after bank's name)	Office of the Comptroller of the Currency Compliance Management, Mail Stop 6-6 Washington, DC 20219 800-613-6743
Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks)	Federal Reserve Consumer Help (FRCH) P O Box 1200 Minneapolis, MN 55480 Telephone: 888-851-1920 Website Address: <a href="http://www.federalreserveconsumerhelp.gov">www.federalreserveconsumerhelp.gov</a> Email Address: <a href="mailto:ConsumerHelp@FederalReserve.gov">ConsumerHelp@FederalReserve.gov</a>
Savings associations and federally chartered savings banks (word "Federal" or initials "F.S.B." appear in federal institution's name)	Office of Thrift Supervision Consumer Complaints Washington, DC 20552 800-842-6929
Federal credit unions (words "Federal Credit Union" appear in institution's name)	National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 703-519-4600
State-chartered banks that are not members of the Federal Reserve System	Federal Deposit Insurance Corporation Consumer Response Center, 2345 Grand Avenue, Suite 100 Kansas City, Missouri 64108-2638 1-877-275-3342
Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission	Department of Transportation, Office of Financial Management Washington, DC 20590 202-366-1306
Activities subject to the Packers and Stockyards Act, 1921	Department of Agriculture

# Aflac

## Appointed Agent's Agreement

An Agreement between Aflac (hereinafter referred to as the Company); and \_\_\_\_\_ (hereinafter referred to as the Agent).

You are requested to make application to the Department of Insurance of the state indicated below for the issuance of an insurance agent's license or appointment authorizing me to solicit applications on behalf of the Company. I hereby agree that your consent to the issuance of such license or appointment is subject to, and I hereby agree to be bound by, each and all of the following conditions:

1. That I shall be an Agent assigned to and under the jurisdiction of the General Agent indicated below.
2. That the Company has no obligation to me for commissions, expense allowances, or any form of compensation whatsoever in connection with the services performed and expenses incurred by me in the solicitation of applications for insurance issued by the Company, it being expressly understood that I am under direct contract with my General Agent who has agreed to compensate me for such services; and
3. That I shall comply with the rules, regulations and rate books of the Company, the laws of the State or States in which I solicit applications and the regulations of the Department of Insurance relating to my activities in the solicitation of Insurance; and
4. That I shall not alter, modify, waive or change any of the terms, rates or conditions of any advertisements, receipts, policies or contracts of the Company in respect; and
5. That I shall promptly remit to my General Agent or the Company any and all monies or securities received by me on behalf of the Company as full or partial payment of first year or renewal premiums, or any other item whatsoever; and
6. That I shall not obligate the Company nor incur expenses in its behalf in any manner whatsoever; and
7. That I shall reimburse the Company for any funds paid or advanced by the Company for my licensing or appointment fees, including renewal fees; and
8. That the Company may, without liability to me whatsoever, upon request of my General Agent or upon its own initiative cancel my license or appointment at any time.

I request an Insurance License or Appointment for the State of \_\_\_\_\_.

The Agreement, effective this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_

Applicant's Printed Name \_\_\_\_\_

This applicant is recommended for appointment as an agent assigned to my jurisdiction, subject to the terms of my Agency Agreement with the Company and this Agreement. I understand that I am responsible for the Agent and the Agent's compliance with all Company rules, regulations and the rate books of the Company.

General Agent's Signature \_\_\_\_\_ Date \_\_\_\_\_

General Agent's Printed Name \_\_\_\_\_

Aflac approves the above agreement subject to all the provisions herein.

Agent No. assigned: \_\_\_\_\_ Aflac



By: \_\_\_\_\_ Corporate Officer

I, \_\_\_\_\_ confirm and expressly approve, Premier Senior Marketing, Inc., its affiliates and/or assigns, to electronically submit my paper producer agreement, appointment and/or contract to Aflac, it's affiliates and/or assigns. Said producer agreement, appointment and/or contract is legally binding and enforceable.

Agent/Agency Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_



### Authorization for Automatic Deposit

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

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

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

**Agent Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**PLEASE INCLUDE A COPY OF A VOIDED CHECK**

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

Social security number										
				-				-		

Employer identification number										
				-						

### Part II Certification

Under penalties of perjury, I certify that:

- 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).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

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

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- 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.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

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

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

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



## PRODUCER AGREEMENT

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

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

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

**3. Commissions.** Subject to all terms of the Agreement, AHCP or its delegate will compensate Agent with the commissions as determined by each Carrier. AHCP does not impose a vesting schedule on Agent. Agent is immediately vested per each Carrier’s requirements. AHCP will use reasonable efforts to provide vesting information from Carriers to Agent. Confirmation of 1st year and renewal percentage shall be made available to Agent upon written request to AHCP. Commissions may be modified by AHCP within ten (10) days notice to Agent as set forth in [Agent Guidelines](#). Commissions paid to Agent will be net of any commissions paid to the Sub-Agent. AHCP reserves the right to approve all commission percentage to Sub-Agents, which approval shall not be unreasonably withheld. No commission shall be deemed earned until the policy or membership agreement is issued, delivered, and accepted by the applicant. Commissions will not be paid until AHCP collects or received payment of its commission.

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

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

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

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

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

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

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

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

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

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

14. Proprietary Information. Agent agrees to fully comply with all requirements set forth in [Agent Guidelines](#).

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

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

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


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

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

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

Executed as the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

By: \_\_\_\_\_  
Agent's Signature                      Print Name

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



ADDENDUM A  
ASSIGNMENT OF COMMISSIONS AGREEMENT

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

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

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

1. All earned commissions assigned to and received by AHCP are received on the Agent's behalf and will promptly be paid out in its entirety to the Agent pursuant to the commissions structure and advance commission agreement between AHCP and the Agent. All commission payments will be made by AHCP or its delegate.
2. Agent may, upon written notice to AHCP, opt out of receiving any advance commissions. AHCP will pay out to Agent all earned commissions.
3. AHCP reserves the right to modify commission or advance commission agreements to providing 10 days advance written notice to Agent.
4. Agent expressly acknowledges that advance commission from AHCP may result in debit balances being owed by Agent to AHCP. Agent understands that these debit balances are loans which are tied to Agent and must be repaid to AHCP. If AHCP determines that monthly commissions will not satisfy the debit balance within 10 months, AHCP may, upon written notice to Agent, use Agent's commissions from any AHCP Carrier to reduce any debit balances.
5. AHCP may not assign commissions to any unaffiliated party without Agent's express written consent.
6. This assignment only applies to commissions for AHCP business while this agreement is in effect. Subject to use of commission to repay debit balances owed, AHCP shall retain no interest in or control of business sold by Agent. AHCP expressly acknowledges that this agreement in no way changes or affects the Agent's status as "Agent of Record" for any business for which commissions have been assigned to AHCP.
7. This assignment may be revoked by Agent upon 30 days written notice to AHCP and the Carrier. Once revoked, Agent will be entitled to receive commissions from Carriers so long as all debit balances with AHCP have been paid.
8. AHCP does not impose a vesting schedule on Agent. Agent is immediately vested per Carrier's requirements. AHCP will use reasonable efforts to provide vesting information from Carriers to Agent.

\_\_\_\_\_  
Agent Signature

\_\_\_\_\_  
Date