

AGENT INFORMATION

Legal Name:				
o –	Last		First	MI
Address:				
	Street Address			Apartment/ Unit #
	City		State	Zip Code
Home Phone: _			_ Business Phone:	
Email Address:				
SSN:		_Tax ID:	Date o	f Birth:
UPLINE & COM	MISSION			
Direct Up-line/ /	Manaaer:		DP:	
,				
Commission Lev	vel:		(Unsu	re? Contact your up-line)
	ear about AHCP?			· · · · ·
			□Referral	
	Ũ	1 0		(Name of Referral)
Advance Optic	ons: 🗆 Advance	d Commission	Earned Commissi	on
*No interest (Advanc	e options will have a 3%	admin fee) Advance is a	nnualized up to \$2500 per pc	licy
APPOINTMENT I	NSTRUCTIONS			
	hecklist for: Assur	ant		

□Page 1	AHCP Appointment Coversheet (this page)
□Pages 2-3	Prospective Broker Application
□Page 4	Appointment Fee Credit Card Authorization Form
□Page 5	Direct Deposit Authorization (Commissions paid by AHCP)
□Page 6	W9
□Page 7-9	AHCP Producer Agreement

Additional Requirements

 \Box 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 <u>contracting@ahcpsales.com</u> Fax Option: 888-781-0586 Mailing Address: 1100 NW Compton Dr. 2nd Floor Beaverton, OR 97006

Writing Agent/Producer Appointment Application for MGA's

Insurance

	FOITII MGA WA APP 09-05
AGENCY IN	FORMATION
1. MGA Name:	MGA Business No.
America's HealthCare/Rx Plan Agency,	Inc. (AHCP)000B4000193001
2. GA Name:	GA Business No.
America's HealthCare/Rx Plan Agency,	Inc. (AHCP)000431FB193001
INDIVIDUAL AGE	NT INFORMATION
4. Agent's Name (Full legal name):	Nickname (Optional):
(ingenie) i funice (i un regul hunte),	
5. Social Security Number:	6. Date of Birth:
7. Resident Address: (Required)	
STREET	CITY / STATE / ZIP (9 DIGIT) PHONE
8. Business Address: (Optional)	
STREET or P.O. BOX	CITY / STATE / ZIP (9 DIGIT)
PHONE	FAX
E-MAIL	
9. License Requirements – We in which you intend to operate where permitted. Please send	credit card authorization form account
10. Are you now or have you ever used any name other than	shown above? \Box Yes \Box No. If yes, list names, dates and
reason used:	
	annu (martinulu lunanu on Fortin Inguran on Communu)
11. Have you ever been appointed with Time Insurance Con	
Yes No If yes , list agent numbers:	
12. Name of Errors and Omissions Carrier: If you do not have E&O, you can pure	abaga gawawaga thwayah Agguwant
 Provide details to any "YES" answers for questions 13 13. Have you ever had a professional license refused, revok you by a regulatory agency? □ Yes □ No 	– 15 on an attached sheet. ed or suspended; or, has disciplinary action been taken against
14. Are you currently indebted to any insurance company of accounts? □ Yes □ No	r agency, or is there any dispute regarding your insurance
 15. Have you ever pled guilty or no contest or been convicte ☐ Yes ☐ No 	d of any violation of law other than minor traffic violations?
Products are underwritten and issued by:	
Time Insurance Company	
501 W Michigan Milwaukee, WI 53201	Time

ASSURANT Health

16. List your residence address for past five years up to and including present date:

FROM (MO / YR)	TO (MO / YR)	ADDRESS	CITY / STATE / ZIP	PHONE

17. List all employers for past five years up to and including present date. Include dates, addresses, and positions:

FROM	ТО			
FROM (MO / YR)	(MO / YR)	ADDRESS	CITY / STATE / ZIP	PHONE
	•		•	•

IMPORTANT INFORMATION

Fair Credit Act -- I hereby authorize and request any present or former employer, police department, financial institution, insurance company, department of insurance or other persons having personal knowledge about me, to furnish bearer with any and all information in their possession regarding me in connection with an application for appointment as an insurance agent. I am willing that a photocopy of this authorization be accepted with the same authority as the original, and I specifically waive any written notice from any present or former employer who may provide information based upon this authorized request. I understand this authorization is to be part of the written agent application which I signed and applies to all companies, including any affiliated or import companies with which Assurant Health has a relationship, and products I may sell through that application.

Taxpayer Identification --Internal Revenue Code Section 6109 requires us to obtain your correct Federal Taxpayer Identification Number (TIN). This information is required so that payments can be accurately reported to you on Form 1099-MISC. Failure to provide us with correct information may subject your account to backup withholding. If this occurs, we must withhold and pay to the Internal Revenue Service 31% of certain payments made to your account. **Please Note:**

This application cannot be processed unless all questions have been answered and appropriate license copies are attached. Fees associated with appointments will be charged to your commission account where permitted.

I represent that the answers given in this application are true and correct to the best of my knowledge and belief. I understand that any misrepresentations or misstatements may result in immediate cancellation of this appointment and the accompanying sales agreement. I grant full authorization to Time Insurance Company, Assurant Health and affiliated companies to communicate with me via fax, e-mail or any other electronic means at the numbers/address I have provided herein or at any number/address I subsequently provide to Time Insurance Company. I understand that such communications may qualify as advertisements under federal, state or local law and I consent to receive such advertisements. This authorization and permission shall remain effective until withdrawn by me in writing and received by Time Insurance Company.

AGENT'S SIGNATURE	DATE	MGASIZNATURE	2 Am
Company Use Only Appointment Date	Agent B	Business	
	No.		



ASSURANT STATE APPOINTMENT FEES

State	Resident Fee	Non-Resident Fee	Cancellation Fee	Renewal Fee
*Alabama	\$30	\$30		\$10
Alaska	no fee	no fee	no fee	no fee
Arizona	no fee	no fee	no fee	no fee
*Arkansas	company pays	company pays	company pays	company pays
California	\$22	\$22	\$22	
Colorado	no fee	no fee	no fee	no fee
Conneticut	\$80	\$80		\$80
Deleware	\$25	\$25		\$0
DC	\$25	\$25		\$25
Florida	\$61.98	\$61.98 (\$6.60 per county)		\$61.98
1101100	çoliso	1		1
		2	+	2
		3	1	3
		4	4	4
		5	4	5
*Georgia	\$10	\$10		\$10
Hawaii	no fee	no fee	no fee	no fee
Idaho				
	no fee	no fee	no fee	no fee
Illinoise	no fee	no fee	no fee	no fee
Indiana	no fee	no fee	no fee	no fee
lowa	\$50	\$50		\$50
Kansas	\$5	\$5		\$5
Kentucky (agent)	\$40	\$50		\$40/\$50
Kentucky (agency)	\$100	\$120		\$100/\$120
Louisiana	\$20	\$20		\$20
Maine	\$30	\$70		\$30
Maryland	no fee	no fee	no fee	no fee
Massachusetts	\$75	\$75		\$75
Michigan	\$5	\$5		\$5
Minnesota	\$10	\$10		
*Mississippi	\$25	\$25		\$25
Missouri	no fee	no fee	no fee	no fee
Montana	no fee	no fee	no fee	no fee
Nebraska	\$24	\$24	\$3	\$24
Nevada	\$15	\$15	4 5	\$15
New Hampshire	\$25	\$25	\$25	V 20
New Jersey	\$25	\$25	\$25	\$25
New Mexico	\$20	\$20	725	\$20
North Carolina	\$20	\$20	\$20	\$20
North Dakota	\$20	\$20		\$10
Ohio	\$10	\$10	\$5	\$10
*Oklahoma	\$20	\$20	دد	\$20
	no fee	no fee	no fee	no fee
Oregon Pennsylvania	\$15	\$15	no iee	\$15
Rhode Island			no foo	\$15 no fee
	no fee	no fee	no fee	
South Carolina	company pays	company pays	company pays	company pays
South Dakota	\$10	\$20	645	\$10/\$20
Tennessee	\$15	\$15	\$15	
Texas	\$10	\$10		
Utah	no fee	no fee	no fee	no fee
Vermont	\$70	\$70		\$70
Virginia	\$12	\$12		\$12
Washinton	\$20	\$20		\$20
*West Virginia	\$25	\$25		\$25
Wisconsin	\$16	\$50		\$16/\$50
*Wyoming	\$15	\$15	\$15	\$15
	* State Requires B	ackground Check		

CREDIT CARD AUTHORIZATION

AGENTNAME		_	
NAME ON CARD (if different)		-	
CARD TYPE		CREDIT CARD NUMBER	
EXPIRATION DATE	1	CARD SECURITY CODE	The CSC number is a 3 digit number located in the signature block on the back of most cards.
			AMEX is 4 digits located on the front.
TOTAL AUTHORIZED CHARGE			

By providing the above information and by signing below, I hereby authorize AHCP to charge my credit card for payment purposes specified above.













Authorization for Automatic Deposit

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

Agent or Agency Name	
Social Security Number or Tax ID Number	
Phone Number	Email Address
Please indicate transaction type: [] Set-Up [] Cl	nange [] Cancel
Please indicate type of account: [] Checking [] S	avings
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	_ PLEASE INCLUDE A COPY OF A VOIDED	CHECK

Scanned versions of this form can be emailed to contracting@AHCPsales.com



Form **W-9** (Rev. January 2002) Department of the Treasury

Request for Taxpayer Identification Number and Certification

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

Internal Revenue Service

je 2	Name	
on page	Business name, if different from above	
rint or type Instructions	Check appropriate box: Sole proprietor Corporation Partnership Other	Exempt from backup withholding
Print o	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
P Specific	City, state, and ZIP code	
See S	List account number(s) here (optional)	
Part	Taxpayer Identification Number (TIN)	

Enter your TIN in the appropriate box. 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 2. 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 2.

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Socia	l sec	curity	nu	mber			
		+		+			
			C)r			
Empl	oyer	iden	tific	ation	nur	nber	0
1	1	1			T	1	

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- 3. I am a U.S. person (including a U.S. resident alien).

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 2.)

Sign	Signature of
Here	U.S. person 🕨

Purpose of Form

A person who is required to file an information return with the IRS must get 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 give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

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. What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments after December 31, 2001 (29% after December 31, 2003). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will **not** be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or

2. You do not certify your TIN when required (see the Part II instructions on page 2 for details), or

3. The IRS tells the requester that you furnished an incorrect TIN, or

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

Date 🕨

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions on page 2 and the separate **Instructions for the Requester of Form W-9.**

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Cat. No. 10231X



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.

<u>1. Appointment.</u> 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. <u>Relationship and Authority.</u> The relationship of Agent to AHCP and scope of authority are set forth in the <u>Agent Guidelines</u>. 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 <u>Agent Guidelines</u>. 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. <u>Commissions.</u> 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 <u>Agent Guidelines</u>. 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.<u>Advance Commissions/Debit Balances.</u> 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 <u>Agent</u> <u>Guidelines</u>. Such advances will crease debit balances, which both parties expressly agree are loans from AHCP. In consideration for the advance commissions, Agent agrees to repay to AHCP or their assigns, the debit balances and interest. AHCP reserves the right to charge interest on all debit balances. Agent is financially responsible to AHCP and their assigns, for any and all debit balances due by Agent, any Sub-Agent, or any Sub-Agent from with Agent receives an override. Agent and Sub-Agents shall assume the full and complete advance balance and debit balance of any Sub-Agent. In the event of a transfer of an Agent from one manager to another, debit balance will transfer to the new manager who agrees to assume financial responsibility for repayment. Coincident with that transfer, all rights to any future earned commissions attributable to the account, and tax benefits, will also be transferred to Agent. Agent shall submit to financial audits and will confirm debit balances upon written request from AHCP. **Agent expressly agrees to be bound by all rules and conditions set forth in <u>Agent Guidelines</u>.**

5. <u>Carrier Requirements</u>. 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. <u>Termination</u>. 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 <u>Agent Guidelines</u>) 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. <u>Exclusivity</u>. 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. <u>Premiums.</u> Agent shall immediately remit all premiums collected or received by Agent and its Sub-Agents in accordance will the guidelines of AHCP. Initial premium may be presented with the application to be accepted by AHCP or Carrier.

9. <u>Rolling Business</u>. 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. <u>Records</u>. Agent shall keep records and provide reports as set forth in <u>Agent Guidelines</u>. 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. <u>Printed Material.</u> 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. <u>Refunds and Rejections</u>. 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. <u>Discontinuance of Policy Forms.</u> 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. <u>Proprietary Information</u>. Agent agrees to fully comply with all requirements set forth in <u>Agent</u> <u>Guidelines</u>.

15. <u>Indemnity</u>. 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. <u>Assignment.</u> 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. <u>Security Interest</u>. 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: fre Can

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

ADDENDUM A ASSIGNMENT OF COMMISSIONS AGREEMENT

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

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

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

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

Agent Signature

Date