



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: _____

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

NPN #: _____ FFM ID: _____

UPLINE & COMMISSION

Direct Up-line/ Manager: _____ DP: _____

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

☐ Referral _____

Advance Options: ☐ As Earned

APPOINTMENT INSTRUCTIONS

Appointment Checklist for: **Assurity Life**

- ☐ Page 1 AHCP Appointment Coversheet (this page)
- ☐ Page 2-5 Application for Appointment & Agreement
- ☐ Page 6-7 Anti-Money Laundering Producer Responsibility
- ☐ Page 8 Appointment Guidelines for Business Received
- ☐ Page 9-10 Resident and Non-Resident Appointment Information
- ☐ Page 11-12 Consumer Report Disclosure & Authorization
- ☐ Page 13-14 Direct Deposit Authorization & W9 (Commissions paid by AHCP)
- ☐ Page 15-29 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.072116

**ASSURITY® LIFE INSURANCE COMPANY**Post Office Box 82533, Lincoln, NE 68501-2533
(402) 476-6500 • (800) 276-7619 • FAX (402) 437-3865**Application for
APPOINTMENT**

Assurity Life Insurance Company participates in a just-in-time process. Once your contracting paperwork is received, you will receive an agent number in 10 to 14 business days for use in accessing our agent website, AssureLink and for writing policy applications (*processing time may vary*). Your contracting paperwork **will not** be reviewed until a policy application is received, unless you request an appointment in a pre-appointment state. When we review your paperwork, we will request any missing requirements. At that time, we will order a background check and a vector check. We may request an explanation of your background check results.

Individual and Corporate Applicants: Complete sections I, II, IV, V, VI and VII. Applicable contracts for both individuals and agencies must be signed and returned. All Corporate appointments require that appointment information be submitted for at least one officer concurrent with information regarding the corporation.

PLEASE PRINT OR TYPE AND RESPOND TO ALL QUESTIONS, DO NOT USE ABBREVIATIONS. Missing information may slow processing your application.

I. GENERAL INFORMATION				
<input type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms. <input type="checkbox"/> Miss	Legal Name	First, Middle, Last	Maiden or other name (if applicable)	
Social Security No.		Gender (optional) <input type="checkbox"/> Male <input type="checkbox"/> Female	Date of Birth (MM/DD/YYYY) / /	
Mailing Address		Street Address	Suite/P.O. Box No. (if applicable)	City State ZIP+4
Business Address		Street Address (physical address required)	Suite No. (if applicable)	City State ZIP+4
Residential Address		Street Address (physical address required)	Apt. No. (if applicable)	City State ZIP+4
Personal Phone No. ()		Business Phone No. ()		Fax No. ()
E-mail E-mail addresses will remain confidential and are required to facilitate communication between you and the company. E-mail addresses are not sold or furnished to any other entity except as may be required by law or regulatory authority.				
II. AGENCY INFORMATION				
All states require licensing of agencies receiving writing commissions on business written by subagents. KY, NM, UT and VA require licensing for override commissions.				
Agency Name AHCP			<input type="checkbox"/> LLC <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership	
More than one location? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			Tax Identification No. 020690863	
List officers below: (if more space is needed, attach additional page)				
Officer Name (First, Middle, Last)		Title		Social Security No.
III. COMMISSIONS (Select one option)				
<input type="checkbox"/> Paid Direct: The commission check is made payable to and sent to the agent				
<input checked="" type="checkbox"/> For value received, I irrevocably assign my commissions to the Agency/Agent listed in Section II. I understand that this assignment may be terminated only by written agreement of the Agency/Agent to whom I assign these commissions.				
Signature of Agent			Date (MM/DD/YYYY) / /	
IV. LICENSES				
You must include current license copies for each state in which you are requesting an appointment. If you are requesting non-resident appointments, you must include the proper appointment fee(s).				
Current Resident License No.		State(s) for Appointment (abbreviations acceptable)		
For non-resident Florida appointment, list all counties where appointment is required				
V. ERRORS AND OMISSIONS COVERAGE				
All Assurity producers <u>must</u> maintain a minimum coverage of \$500,000 for each claim per agent with a maximum \$10,000 deductible. If your E & O coverage is maintained through your broker dealer, we require proof that Assurity products are included in the coverage. Please include a copy of the declaration page.				
Do you have Errors and Omissions Coverage? <input type="checkbox"/> Yes <input type="checkbox"/> No				
Are you applying for Calsurance Errors and Omissions Coverage through Assurity? <input type="checkbox"/> Yes <input type="checkbox"/> No If NO, please provide the information below.				
Carrier of E & O Coverage		Name of Insured		Policy No.



VI. QUALIFICATION QUESTIONS**Details (including dates) must be attached for any questions answered YES below.**

1. During the past **5 years**, have you lived in a different state or county than your present one? ☐ Yes ☐ No
If Yes, please list state/county _____
2. Have you **ever** been convicted for any offense or entered a plea of "guilty" or "no contest" to any misdemeanor or felony charges, or are charges currently pending against you or a business with which you are connected? ☐ Yes ☐ No
3. Do you currently have a pending bankruptcy or have you **ever** filed for bankruptcy, been declared bankrupt or insolvent or had your salary garnished? ☐ Yes ☐ No
4. Are you presently involved in any litigation or are there any unsatisfied judgments or liens (including state or federal tax liens) against you? ☐ Yes ☐ No
5. Have you **ever** had a bond denied, paid out or revoked? ☐ Yes ☐ No
6. Has any insurance company **ever** canceled your contract or appointment as a sales person for any reason other than non-production of business or at your own request? ☐ Yes ☐ No
7. Are you indebted to any Insurance Company/Agency/Manager (including debit balance)? ☐ Yes ☐ No
If Yes, please list company(ies) and amount(s) owed _____
8. Have you **ever** had any complaints against your conduct that resulted in a return of premium to any insured? ☐ Yes ☐ No
9. Have you **ever** been fined, suspended, placed on probation, reprimanded or entered into a consent order with any insurance department, the Securities and Exchange Commission (SEC) or any other regulatory authority? ☐ Yes ☐ No
10. Have you **ever** had an insurance and/or securities license refused, suspended, revoked, or currently restricted or under investigation by any insurance department, the SEC or any other regulatory authority? ☐ Yes ☐ No
11. How many years have you been licensed as an insurance agent? _____
12. How many companies are you currently contracted with? _____

VII. LIMRA ANTI-MONEY LAUNDERING TRAINING (only required for agents selling Assurity's cash value products)

All Assurity Producers writing cash value products must complete the LIMRA Anti-Money Laundering Training course. Please complete the section below if you have already taken the LIMRA training and we will verify the information with LIMRA after a policy application is received. If you have not completed the LIMRA Anti-Money Laundering Training, we will sponsor your training after a cash value policy is submitted.

Date LIMRA Training Program was completed ____ / ____ / ____ (MM/DD/YYYY)

VIII. AGREEMENT

I hereby certify that the statements contained in this Appointment Application are true and correct to the best of my knowledge and belief. I understand that any false statements on this Application may be considered as sufficient cause for rejection of this Application, or for termination if such false statement is discovered subsequently.

I understand and agree that:

- I am a duly licensed insurance agent.
- I can solicit business only in states where I am licensed and appointed with Assurity Life Insurance Company.
- I will not solicit business in states that prohibit solicitation prior to my appointment.
- As a rule, it is not acceptable to make a solicitation anywhere other than the resident state of the applicant.
- I will abide by all written rules and regulations (subject to change at any time) set forth by the Assurity Life Insurance Company.
- No changes will be made to my hierarchy for a minimum of six months from the first contract date. If I wish to change my hierarchy from my current up-line agent to another up-line agent, I will need to **a.** have a written release from my current up-line agent; or **b.** have not submitted an application for six months. In addition, a written request to change hierarchies is necessary and in most cases, new paperwork will be needed.

Signature of Agent_____
Date (MM/DD/YYYY)**AGENT COMMISSION LEVEL AND RECRUITER INFORMATION (to be filled out by recruiting agent)**

This information must be filled out before an agent number will be assigned.

Agent Commission Level Assigned - 0%

Commission Schedule Form No. _____

Recruiting Agent Name **Aaron Goddard – AHCP**Recruiting Agent No. **2DR4 JM**



This Agreement is between the Agent who signed this Agreement (*referred to as "you," "your," and/or "Agent" in this Agreement*) and Assurity Life Insurance Company (*we will be referred to as "Assurity," "our," "we," "us," and "the Company"*). The provisions stated in all supplements are incorporated into and made a part of this Agreement. This Agreement shall become effective on the date shown on page 2.

1. AUTHORITY

You are appointed to represent Assurity in the state(s) in which you maintain proper license and/or appointment and the Company is duly licensed. You hereby accept such appointment and agree to comply with this Agreement as well as all operating, financial and underwriting guidelines, rules and regulations of the Company and the laws and regulations of the state(s) in which you operate. You are authorized to act as an agent on behalf of Assurity for the purpose of soliciting applications for the insurance policies written by Assurity and approved for marketing.

2. RELATIONSHIP

You are an independent contractor and nothing in this or any other agreement between you and the Company shall be construed to create the relationship of employee or employer between you and the Company.

You are free to exercise your own judgment in determining when, how and to whom you sell Assurity policies. You choose the time, place and manner of sale, but you are to conform to state law and regulation and our rules and instructions that are consistent with the independent contractor relationship.

3. DUTIES

You are required to follow certain guidelines while exercising the authority granted under this Agreement. These guidelines include, but are not limited to, the following:

- a. For any applications solicited by you, you may also collect the first premium. You shall submit applications and first premiums immediately to Assurity.
- b. Service and help us keep in force the policies you sell for the Company.
- c. Segregate any monies you receive for us and hold them in trust until delivery. You shall not use such funds for any purpose.
- d. You shall notify Assurity immediately upon becoming aware of any felony convictions relating to you or any agent in your hierarchy.
- e. You shall comply with Assurity's policies and procedures concerning the replacement of life, health and annuity contracts. A replacement occurs whenever an existing policy or contract is terminated, converted or otherwise changed in value. You shall recommend the replacement only when replacement is in the best interest of the customer. You shall fully disclose any and all relevant information to the customer regarding the financial impact to the customer of the replacement, whether a new contestability period and/or suicide clause will start under the new policy (*if applicable*), and whether the customer will have to resubmit to underwriting to purchase the new policy. You agree never to recommend that a customer cancel an existing policy until a new policy is in force, and the customer has determined that the new policy is acceptable.
- f. You agree to adhere to Assurity's rules concerning ethical market conduct which require you to:
 - i. Carefully evaluate the insurance needs and financial objectives of your clients, and use sales tools (*e.g. sales brochures and policy proposals and/or illustrations*) to determine that the insurance or annuity you are proposing meets these needs;
 - ii. Maintain a current license and valid appointment in all states in which you promote the sale of Assurity products to customers and keep current of changes in insurance laws and regulations by reviewing the bulletins and newsletters published by the state insurance departments and Assurity;
 - iii. Comply with Assurity's policies concerning replacements, and refrain from providing false or misleading information about a competitor or competing product or otherwise making disparaging remarks about a competitor;
 - iv. Submit, prior to use, all advertising materials intended to promote the sale of Assurity products to us for approval; and
 - v. Immediately report to us any customer complaints, and assist us in resolving the complaint to the satisfaction of all parties.

4. LIMITATIONS OF AUTHORITY

You do not have authority to and you shall not:

- a. Interfere with any person's business relationship with the Company.
- b. Accept risks, incur debt or liability or make contracts in our name or on our behalf.
- c. Promise reinstatement of any policy or coverage, or commit Assurity to any action regarding any claim.
- d. Waive, alter, modify or change any Company policy, terms, rates or customary requirements.
- e. Deliver policies except in accordance with our instructions.
- f. Start legal actions in our name.
- g. Extend credit to applicants or insureds, personally pay any applicant's or insured's premiums, or allow extra time to pay a premium.
- h. Collect any premium other than the initial premium unless we authorize it.
- i. Endorse checks or any negotiable instrument payable to or intended for the Company.
- j. Deliver any policy when you or your agents have knowledge of any impairment of the applicant's health either not disclosed on the application or that occurred subsequent to the securing of the application.

5. COMPENSATION

You will receive no compensation from us for your solicitation of policies under this Agreement. Your compensation, if any, shall be due from the Agent(s) to whom you are reporting. We are not a party to any agreement between you and any such Agent(s) and we will not be responsible to you for any payments whatsoever, nor will we intervene or assist in any way in any payment disputes between you and the Agent(s) to whom you are reporting.



6. GENERAL PROVISIONS

- a. **Errors and Omissions Coverage.** For as long as this Agreement is in force, you shall maintain Errors and Omissions insurance with a carrier in amounts and with a deductible that we accept. You agree to provide evidence that such coverage is in force upon our request for such evidence.
- b. **Personal Liability.** You agree to indemnify us and hold us harmless from all losses and expenses we incur resulting from your acts or omissions other than those which we so authorize in writing.
- c. **Advertising.** You shall comply with our advertising rules. You shall not use, permit, or cause to be used, Assurity's name or any advertising regarding our products without obtaining our prior written consent.
- d. **Expenses.** You agree to be solely responsible for all your expenses incurred in performing this Agreement.
- e. **Waiver.** Failure of the Company to strictly enforce any provision of this Agreement will not be interpreted as a waiver of such provision.
- f. **Modification.** Any change to this Agreement must be in writing signed by an authorized officer of the Company.
- g. **Assurity Property.** You agree to return all of our property upon demand or at this Agreement's termination. Our property includes, without limitation, all rate books, manuals, supplies, applications, video materials, computer software, insured files and advertising and sales materials supplied by the Company and not owned by you.
- h. **Assignment.** You cannot assign this Agreement unless we agree in writing in advance.
- i. **Governing Law.** This Agreement is governed by and interpreted according to Nebraska law. All actions with respect to this Agreement shall be brought in a court of competent jurisdiction in Lancaster County, Nebraska.
- j. **Entire Agreement.** This Agreement including any attachments, schedules and addendums, supersedes any and all previous Agreements between you and the Company, and is the entire Agreement between you and the Company. If any provision of the Agreement is now or shall in the future be in conflict with any applicable law or any valid Department of Insurance ruling or order, it shall be modified to the extent necessary for compliance.
- k. **Production Reports.** You authorize us to provide production reports to the Agent(s), if any, to whom you are assigned.

7. ANTI-MONEY LAUNDERING

You agree to comply with all applicable anti-money laundering laws, regulations, rules and government guidance, including the reporting, record-keeping and compliance requirements of the Bank Secrecy Act ("BSA"), as amended by the USA PATRIOT Act (the "Patriot Act"). These Acts include requirements to identify and report currency transactions and suspicious activity, to implement a customer identification program to verify the identity of customers and to implement an anti-money laundering compliance program.

8. PRIVACY REQUIREMENTS PURSUANT TO THE GRAMM-LEACH BLILEY ACT AND STATE PRIVACY LAWS

You agree to protect any confidential information of the Company's customers that is accessible by you. Confidential Information includes, but is not limited to any nonpublic personal information about the Company's customers or potential customers, regardless of whether it is personally identifiable or anonymous information. You agree, now and at all times in the future, not to use or disclose Confidential Information to any person or entity, other than to carry out the purposes for which the Company's applicant or customer disclosed the information, or as necessary to carry out the lawful business purposes of this Agreement, or as otherwise allowed by law or regulation. Your use or disclosure of Confidential Information shall comply at all times with federal and state privacy laws, rules and regulations.

9. TERMINATION

Either party may terminate this Agreement at any time by giving written notice. Notice may be mailed or delivered to the other party's last known address. If the state that you reside in, or are licensed in, requires advance notice, you hereby agree to waive any advance notice of termination and agree that termination will be effective immediately upon delivery of written notice. We may terminate this Agreement for cause if you commit any act that injures our business or reputation; fail to account for and remit promptly any monies collected by you for us; or withhold any policies, money or other property belonging or returnable to the Company.

IN WITNESS WHEREOF, Assurity and the Agent mutually agree this Agreement is effective as of the approval date designated below by Assurity.

ASSURITY LIFE INSURANCE COMPANY

AGENT OR FIRM PRINCIPAL

By: _____
Signature of Company Officer

By: _____
Signature of Agent or Firm Principal

Printed Name and Title

Printed Name and Title

Approval Date (MM/DD/YYYY)

Acceptance Date (MM/DD/YYYY)



**ASSURITY® LIFE INSURANCE COMPANY**

Post Office Box 82533, Lincoln, NE 68501-2533
(402) 476-6500 • (800) 276-7619 • FAX (402) 437-4591

**Anti-Money Laundering
PRODUCER RESPONSIBILITIES**

As a producer for Assurity Life Insurance Company (*Assurity*), you greatly assist us in fulfilling our mission of helping people through difficult times. Because you are also a member of the insurance industry, you are in a unique position not only to serve your clients, but also to help prevent money laundering and the financing of terrorist activities.

Preventing money laundering and the financing of terrorist activities is the purpose of a federal anti-money laundering (*AML*) regulation requiring Assurity to create, implement and follow a comprehensive anti-money laundering program. Assurity's anti-money laundering program is available for review under "Contracting Kits" on the agent-only Web site (<https://assurelink.assurity.com>). You are an important part of the program, as it imposes certain responsibilities and obligations on you when you solicit applications for individual cash value life insurance policies, annuities and reversionary annuity policies. In that role, you are often in a critical position of knowledge to obtain information about the customer, the customer's source of funds for the products you sell and the customer's reasons for purchasing such products.

For these and other reasons, Assurity's AML program requires actions by you on the following matters:

INFORMATION GATHERING

Assurity's AML program requires you to complete and submit a form pertaining to securing and furnishing all information relevant to applicants for an individual cash value life insurance policy, annuity or reversionary annuity. It is important that you supply full and complete information about the customer, the source of funds for payment of premiums and why the applicant is seeking the policy applied for.

Form 02-551-05051 (*Customer Identification Information*) is used to record this information. You will find it on our producer Web site under "Contracting Kits" (<https://assurelink.assurity.com>).

All applications for individual cash value life insurance policies, reversionary annuities and annuities **must be accompanied by this completed form.**

COMMUNICATIONS

Notify us immediately should you encounter instances where an applicant:

- Resists providing information;
- Appears to have provided false or misleading information; and/or
- Provides information that can't be verified.

Notification should be made to Amanda Dutton at (800) 276-7619, Ext. 4353.

Immediate notification is also required should any of the following factors come to your attention. (*This information will help us determine whether a suspicious activity report needs to be filed with the U.S. Treasury Department.*):

- the purchase of a product that appears to be inconsistent with a customer's needs;
- the purchase or funding of a product that appears to exceed a customer's known income or liquid net worth;
- any attempted unusual method of payment, particularly by cash or cash equivalents such as money orders or cashier's checks above any permitted amount set forth in the "Acceptable Methods of Payment" section of this document;
- payment of a large amount broken into small amounts;
- little or no concern by a customer for the values or benefits of an insurance product, but much concern about the early termination features of the product;
- the reluctance by a customer to provide identifying information, the provision of information that seems fictitious; and/or any other activity you think is suspicious.

Assurity will file any required suspicious activity report (*SAR*). However, you may find yourself in a position to know that a SAR has been filed.

THE FACT THAT A SAR HAS BEEN FILED OR CONSIDERED IS STRICTLY CONFIDENTIAL AND NOTHING ABOUT A SAR CAN BE DISCLOSED. UNDER NO CIRCUMSTANCES MAY YOU DISCLOSE TO ANYONE THE FACT THAT A SAR HAS BEEN FILED OR CONSIDERED, NOR MAY YOU REVEAL THE CONTENTS OF A SAR TO ANYONE. VIOLATIONS MAY RESULT IN CIVIL AND/OR CRIMINAL PENALTIES.



ACCEPTABLE PAYMENT METHODS

Assurity will accept the following methods of payments for initial and renewal premium and contributions for cash value life insurance, annuities or reversionary annuity products:

- Personal checks;
- Pre-authorized checks or drafts;
- Cashier's checks in amounts below \$200 per month, per policy, or in amounts above \$10,000;
- Money orders in amounts below \$200 per month, per policy;
- Cash for renewal premiums or contributions where payment by cash has a historical basis;
- ACH and wire transfers for premiums or contributions when made by "worksite employers" and third-party administrators; and
- ACH and wire transfers for premiums or contributions where such a payment method has a historical basis.

Other forms of payment including producer personal checks, producer credit cards, cash, wire transfers, cashier's checks and money orders, except as noted above, will not be accepted.

You have the following responsibilities with respect to acceptable/unacceptable methods of payment:

- to communicate the restrictions on acceptable payment to applicants and customers in advance of accepting payment;
- to explain what forms of payment are acceptable and return the unacceptable payment immediately, if an applicant or customer gives you an unacceptable form of payment;
- to report difficulty dealing with an applicant or customer regarding the company's acceptable and unacceptable forms of payment to the person named in the "Communications" section of this document, and to obtain information with respect to forms of payment received by Assurity.

TRAINING

You are required to receive periodic, on-going anti-money laundering training as a condition of submitting annuity, reversionary annuity and individual cash value policy applications. Any applications you submit for such policies will be processed, but no policies will be issued until we receive evidence—satisfactory to us—that you have completed the required Life Insurance Marketing and Research Association (*LIMRA*) training. Assurity's approved producer anti-money laundering course is sponsored by LIMRA.

After you have submitted an application for a policy identified in the first paragraph of this section, a representative from our contracting department will contact you to verify that you have completed anti-money laundering training through LIMRA. If you have not had any acceptable anti-money laundering training, we will submit your name to LIMRA. After a three-day grace period, LIMRA will provide us login and password information, which we will provide to you. This information will give you access to their Web site to complete LIMRA's training course. Once you have completed the course LIMRA will notify us, and we will continue with any required processing.





Agents must be appointed before soliciting business in the following states:

Pennsylvania

Appointment must be completed within:

15 days after date policy application was written

Louisiana

Montana

30 days after date policy application was written

Kansas

Virginia

Washington

14 days after date policy application was received

California

15 days after date policy application was received

Alabama

Kentucky

Nevada

South Dakota

Arkansas

Maine

New Hampshire

Tennessee

Connecticut

Massachusetts*

New Jersey

Utah

Delaware

Michigan

New Mexico

Vermont

Georgia

Minnesota

North Carolina

West Virginia

Hawaii

Mississippi

Oklahoma

Wisconsin

Idaho

Nebraska

South Carolina

Wyoming

30 days after date policy application was received

Alaska

Illinois

Missouri

Rhode Island

Arizona

Indiana

North Dakota

Texas

Colorado

Iowa

Ohio

DC

Maryland

Oregon

45 days after date policy application was received

Florida

Bolded states must be held in a pending status—no commissions can be paid until we receive confirmation.

Note: Prior to soliciting an Annuity application, agents must successfully complete continuing education according to state requirements.

Consistent with our long-standing compliance philosophy, if an application is submitted contrary to any state's appointment requirements, the application cannot be accepted.

In these situations, we send the proposed policyowner a letter, including any refund due, explaining why we are unable to accept the application, and the application is returned to the agent. Adherence to ethical standards and procedures promotes our overall goal of instilling public confidence in Assurity and our industry.



**ASSURITY® LIFE INSURANCE COMPANY**

Post Office Box 82533, Lincoln, NE 68501-2533

(402) 476-6500 • (800) 276-7619 • FAX (402) 437-3865

**RESIDENT
APPOINTMENT INFORMATION**

This table shows requirements for appointment of an agent and an agency. If paperwork is for the agent only, all licenses must be submitted for appointment(s) in each state they will solicit business in. If you have any questions, please contact the contracting and appointment department.

STATE	WHO MUST BE APPOINTED		SEND IN A LICENSE COPY	
	AGENT	AGENCY	AGENT	AGENCY
AL	X	X	X	X
AK	Non-appointment state		X	X
AZ	Non-appointment state		X	X
AR	X	X	X	X
CA		X	X	X
CO	Non-appointment state		X	X
CT	X	X	X	X
DE	X		X	X
DC	X	X	X	X
FL	X		X	X
GA	X		X	X
HI	X	X	X	X
ID		X	X	X
IL	Non-appointment state		X	If licensed
IN	Non-appointment state		X	X
IA	X		X	
KS	X		X	X
KY		X	X	X
LA		X	X	X
ME	X	X	X	X
MD	Non-appointment state		X	X
MA	X		X	X
MI	X	X	X	X
MN	X		X	X
MS	X		X	X
MO	Non-appointment state		X	X
MT		X	X	X
NE	X		X	X
NV	X	X	X	X
NH	X	X	X	X
NJ		X	X	X
NM	X		X	X
NY	Not available			
NC	X		X	X
ND	X	X	X	X
OH	X	X	X	X
OK	X	X	X	X
OR	Non-appointment state		X	X
PA	X	X	X	X
RI	Non-appointment state		X	X
SC	X		X	X
SD	X	X	X	X
TN	X		X	
TX		X	X	X
UT		X	X	X
VT	X		X	
VA	X	X	X	X
WA		X	X	X
WV	X		X	X
WI	X		X	If licensed
WY		X	X	X



**ASSURITY® LIFE INSURANCE COMPANY**

Post Office Box 82533, Lincoln, NE 68501-2533
 (402) 476-6500 • (800) 276-7619 • FAX (402) 437-3865

NON-RESIDENT APPOINTMENT INFORMATION

This table shows requirements for appointment of an agent and an agency. If paperwork is for the agent only, all licenses must be submitted for appointment(s) in each state they will solicit business in. If you have any questions, please contact the contracting and appointment department.

STATE	WHO MUST BE APPOINTED		WHO PAYS A FEE		FEE AMOUNT		SEND IN A LICENSE COPY	
	AGENT	AGENCY	AGENT	AGENCY	AGENT	AGENCY	AGENT	AGENCY
AL	X	X	X	X	30.00	30.00	X	X
AK	Non-appointment state						X	X
AZ	Non-appointment state						X	X
AR	X	X					X	X
CA		X		X	22.00	22.00	X	X
CO	Non-appointment state						X	X
CT	X	X	X	X	20.00	20.00	X	X
DE	X		X		25.00		X	X
DC	X	X	X	X	25.00	25.00	X	X
FL	X		X		60 + 6/county		X	X
GA	X		X		10.00		X	X
HI	X	X					X	X
ID		X					X	X
IL	Non-appointment state						X	If licensed
IN	Non-appointment state						X	X
IA	X		X		8.00		X	
KS	X		X		5.00		X	X
KY		X	X	X	50.00	120.00	X	X
LA		X		X	20.00	20.00	X	X
ME	X	X	X	X	70.00	70.00	X	X
MD	Non-appointment state						X	X
MA	X		X		75.00		X	X
MI	X	X	X	X	5.00	5.00	X	X
MN	X		X		10.00		X	X
MS	X		X		25.00		X	X
MO	Non-appointment state		X				X	X
MT		X		X			X	X
NE	X		X		8.00		X	X
NV	X	X	X	X	15.00	15.00	X	X
NH	X	X	X	X	25.00	25.00	X	X
NJ		X			25.00	25.00	X	X
NM	X		X		20.00		X	X
NY	Not available							
NC	X		X		20.00		X	X
ND	X	X	X	X	10.00	10.00	X	X
OH	X	X	X	X	20.00	20.00	X	X
OK	X	X	X	X	55.00	55.00	X	X
OR	Non-appointment state			X			X	X
PA	X	X	X	X	15.00	15.00	X	X
RI	Non-appointment state						X	X
SC	X						X	X
SD	X	X	X	X	20.00	20.00	X	X
TN	X		X		15.00		X	
TX		X	X	X	10.00	10.00	X	X
UT		X		X			X	X
VT	X		X		60.00		X	
VA	X	X	X	X	12.00	12.00	X	X
WA		X		X	20.00	20.00	X	X
WV	X		X		25.00		X	X
WI	X		X		50.00		X	If licensed
WY		X		X	15.00	15.00	X	X



**ASSURITY® LIFE INSURANCE COMPANY**

Post Office Box 82533, Lincoln, NE 68501-2533

(402) 476-6500 • (800) 276-7619 • FAX (402) 437-3865

**Consumer Report
Disclosure and Authorization****DISCLOSURE**

In connection with your application for contract services with Assurity Life Insurance Company, a consumer report or an investigative consumer report will be requested during the application process and if contracted, during your contract term. It may contain information about your character, general reputation, personal characteristics, mode of living, qualifications and credentials. The nature and scope of the consumer report or investigative consumer report is the procurement of reports such as consumer credit, criminal records, civil records, driving records, employment verification, education verification, professional license verification and others.

I understand that, upon written request within a reasonable period of time, I am entitled to additional information concerning the nature and scope of this investigation. I understand that pursuant to the Fair Credit Reporting Act (FCRA), I have the right to know if adverse action is being considered against me as a result of information contained in this report, that I have the right to a copy of this report prior to any adverse action taken against me and to dispute the accuracy of any information in this report by contacting the consumer reporting agency. I understand that I may have additional rights under state law, which I may determine by contacting my state or local consumer protection agency.

Consumer Reporting Agency:	Business Information Group P.O. Box 130 Southampton, PA 18966 (215) 396-9670
----------------------------	---

- ☐ Oklahoma, Minnesota and California applicants may obtain a copy of this consumer report by checking this box. This report will be sent to California applicants within three (3) days of the employer receiving the report.
- ☐ California applicants only: For consumer reports that were not obtained by a consumer-reporting agency, by checking this box you waive the right to obtain a copy of the report. If unchecked, you will receive this report within seven (7) days of the employer receiving it.

California applicants only: For reports obtained by Business Information Group, California applicants also may review the file Business Information Group maintains on you during normal business hours upon submitting proper identification and by paying fees associated with making copies of those files. In the State of California, a new Disclosure and Authorization/Release of Information form is required each time a subsequent Consumer Report/Investigative Consumer Report is going to be requested. The nature and scope of the consumer report or investigative consumer report is the procurement of reports such as consumer credit, criminal records, civil records, driving records, employment verification, education verification, professional license verification and others. See Page 2 for further information.

IDENTIFICATION INFORMATION FOR CONSUMER REPORTING AGENCY (PLEASE PRINT)

<i>First</i>	<i>Middle</i>	<i>Last</i>
Legal Name		
MM/DD/YYYY		
Date of Birth	/ /	Social Security Number

AUTHORIZATION/RELEASE OF INFORMATION

I have carefully read and understand the above Disclosure. I hereby authorize the obtaining of driving records, consumer reports and investigative consumer reports at any time after receipt of this authorization. I authorize without reservation, any party or agency contact by Assurity Life Insurance Company to furnish information about my character, reputation, personal characteristics, credentials and/or credit and indebtedness. I understand this may involve obtaining driving records, personal interviews with sources such as schools, employers, supervisors, friends, neighbors, associates, state, federal or local agencies and public record or law enforcement agencies. I further authorize ongoing procurement of these reports at any time during my continued employment or contract for services, unless specifically prohibited by state law. I also agree that a fax or photocopy of this authorization with my signature shall be accepted with the same authority as the original.

I further understand and authorize by signing below, that in accordance with the legitimate business practices of Assurity Life Insurance Company that copies of my application and consumer reports may be furnished to the affiliates, assignees or agents of Assurity Life Insurance Company.

/ /
Date (MM/DD/YYYY)

Signature of Agent (Full Legal Name)

SIGN HERE



INVESTIGATIVE CONSUMER REPORTING AGENCIES ACT
California Civil Code Section 1786.22

- (a) An Investigative Consumer Reporting Agency shall supply files and information required under Section 1786.10 during normal business hours and on reasonable notice.
- (b) Files maintained on a consumer shall be made available for the consumer's visual inspection, as follows:
 - (1) In person, if he appears in person and furnishes proper identification. A copy of his file shall also be available to the consumer for a fee not to exceed the actual costs of duplication services provided.
 - (2) By certified mail, if he makes a written request, with proper identification, for copies to be sent to a specified addressee. Investigative Consumer Reporting Agencies complying with requests for certified mailings under this section shall not be liable for disclosures to third parties caused by mishandling of mail after such mailings leave the investigative consumer reporting agencies
 - (3) A summary of all information contained in files on a consumer and required to be provided by Section 1786.10 shall be provided by telephone, if the consumer has made a written request, with proper identification for telephone disclosure, and the toll charge, if any, for the telephone call is prepaid by or charged directly to the consumer.
- (c) The term "proper identification" as used in subdivision (b) shall mean that information generally deemed sufficient to identify a person. Such information includes documents such as valid driver's license, social security account number, military identification card and credit cards. Only if the consumer is unable to reasonably identify themselves with the information described above, may an Investigative Consumer Reporting Agency require additional information concerning the consumer's employment and personal or family history in order to verify his identity
- (d) The Investigative Consumer Reporting Agency shall provide trained personnel to explain to the consumer any information furnished them pursuant to Section 1786.10.
- (e) The Investigative Consumer Reporting Agency shall provide a written explanation of any coded information contained in files maintained on a consumer. This written explanation shall be distributed whenever a file is provided to a consumer for visual inspection as required under Section 1786.22.
- (f) The consumer shall be permitted to be accompanied by one other person of their choosing, who shall furnish reasonable identification. An Investigative Consumer Reporting Agency may require the consumer to furnish a written statement granting permission to the consumer reporting agency to discuss the consumer's file in such person's presence.





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

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

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.



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).