



Discover the  
**DIFFERENCE**  
with AHCP



## AGENT INFORMATION

Full Name: \_\_\_\_\_  
Last First M.I.

Address: \_\_\_\_\_  
Street Address Apartment/Unit #

City State ZIP Code

Home Phone: ( ) Alternate Phone: ( )

E-mail Address: \_\_\_\_\_

Social and/or Tax ID: \_\_\_\_\_ Date of Birth \_\_\_\_\_

## UPLINE & COMMISSION

Direct Up-line/Manager: \_\_\_\_\_ DP: \_\_\_\_\_

Applicant Commission Level: \_\_\_\_\_ (Unsure? Contact your up-line)

Advance Options: ☐ 3 month ☐ 6 month ☐ Earned

## APPOINTMENT INSTRUCTIONS

### Appointment checklist for: (Colorado Bankers Life)

- ☐ Page 1 AHCP Appointment Coversheet (this page)
- ☐ Page 2 Non-Resident Declaration
- ☐ Pages 3-5 Broker Application
  - Explanation page included
- ☐ Page 6 Code of Ethics
- ☐ Page 7 Agent Authorization Agreement for Automatic Deposit
  - Voided Check Required
- ☐ Pages 8&9 CBS Agent Marketing Agreement
- ☐ Page 10 W-9
- ☐ Page 11 Consumer Authorization
- ☐ Page 12 Non- Resident Appointment Fees
- ☐ Page 13 Prohibited Acts
- ☐ Pages 14-17 AHCP Producer Agreement

### Additional Requirements:

- ☐ License copies
- ☐ Supporting documentation for any "Yes" answers to background questions

## RETURN INSTRUCTIONS

**Scan/Email option:** Send to [contracting@AHCPsales.com](mailto:contracting@AHCPsales.com)  
**Fax option:** (888 781-0586)

## **Non-Resident Declaration** **As of March 2006**

The following states do not require a **non-resident** license to receive **overrides**:

<b>Alabama</b>	<b>Alaska</b>	<b>Arizona</b>	<b>Arkansas</b>
<b>Colorado</b>	<b>Connecticut</b>	<b>Delaware</b>	<b>D. C.</b>
<b>Hawaii</b>	<b>Idaho</b>	<b>Illinois</b>	<b>Indiana</b>
<b>Iowa</b>	<b>Kansas</b>	<b>Maine</b>	<b>Maryland</b>
<b>Michigan</b>	<b>Minnesota</b>	<b>Missouri</b>	<b>Mississippi</b>
<b>Nebraska</b>	<b>Nevada</b>	<b>New Hampshire</b>	<b>New Jersey</b>
<b>North Carolina</b>	<b>North Dakota</b>	<b>Ohio</b>	<b>Oklahoma</b>
<b>Oregon</b>	<b>Rhode Island</b>	<b>South Carolina</b>	<b>South Dakota</b>
<b>Tennessee</b>	<b>Wyoming</b>		

I hereby certify that I will not sell, solicit, or negotiate insurance contracts in the above states.\*

I understand that if I should ever be coded for overrides in states other than those listed above or if I should ever solicit, sell, or negotiate contracts in the above listed states, then I am required by law to have a non-resident license in each state such business is produced.

I also understand that I need to be properly licensed in my resident state at all times and if this should change I will immediately notify Colorado Bankers Life Insurance Company.

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

Aaron Goddard- AHCP  
\_\_\_\_\_  
**General Agent Name (please print)**

\_\_\_\_\_  
**Agent Name (please print)**

\_\_\_\_\_  
**Date**

- \*“Sell”** Means to exchange a contract of insurance by any means, for money or its equivalent, on behalf of an insurance company.
- “Solicit”** Means attempting to sell insurance or asking or urging a person to apply for a particular kind of insurance from a particular company.
- “Negotiate”** Means the act of conferring directly with, or offering advice directly to, a purchaser or prospective purchaser of a particular contract of insurance concerning any of the substantive benefits, terms or conditions of the contract, provided the person engaged in that act either sells insurance or obtains insurance from insurers for purchasers.

# IMPORTANT: Please attach a copy of your current license

## 1. Type of License *(Complete appropriate section – A, B, or C – A and C must be completed for all corporate appointments)*

### A. INDIVIDUAL

LAST NAME	SUFFIX (JR., SR.)	FIRST NAME	MIDDLE NAME
SOCIAL SECURITY NO.	DATE OF BIRTH	HOME PHONE NO.	BUSINESS PHONE NO.
COMPLETE RESIDENCE ADDRESS			PLACE OF BIRTH
STREET CITY STATE ZIP			
COMPLETE BUSINESS ADDRESS (USE STREET ADDRESS, NOT POST OFFICE BOX)			
STREET CITY STATE ZIP			
ARE YOU A U.S. CITIZEN?		INSURANCE AWARDS AND TITLES (MDRT, CLU, etc.)	
<input type="checkbox"/> YES			
<input type="checkbox"/> NO IF "NO", GIVE REGISTRATION NO. _____			

### B. PARTNERSHIP

NAME OF PARTNERSHIP	TAX I.D. NO.	BUSINESS PHONE NO.
COMPLETE BUSINESS ADDRESS (USE STREET ADDRESS, NOT POST OFFICE BOX)		
NAME(S) OF PARTNER(S)	HOME ADDRESS OF EACH PARTNER	

### C. CORPORATION

NAME OF CORPORATION	TAX I.D. NO.	BUSINESS PHONE NO.
COMPLETE BUSINESS ADDRESS (USE STREET ADDRESS, NOT POST OFFICE BOX)		
NAMES OF OFFICERS AND SOCIAL SECURITY NO.	HOME ADDRESS OF EACH OFFICER	

## 2. Confidential Data *(Always Complete)*

1. How long have you been an insurance agent or broker?	1. _____
2. Have you ever had your license suspended, revoked or voluntarily surrendered?	2. <input type="checkbox"/> Yes <input type="checkbox"/> No
3. Have you ever had a complaint filed against you with an Insurance Department?	3. <input type="checkbox"/> Yes <input type="checkbox"/> No
4. Have you ever been refused bond by a surety company?	4. <input type="checkbox"/> Yes <input type="checkbox"/> No
5. Has any surety company paid out funds on your coverage?	5. <input type="checkbox"/> Yes <input type="checkbox"/> No
6. Have you been convicted within ten years preceding the filing of this application of any felony or misdemeanor?	6. <input type="checkbox"/> Yes <input type="checkbox"/> No
7. Are you presently involved in any litigation connected with the insurance business or are there any unsatisfied judgements outstanding against you arising out of the insurance business?	7. <input type="checkbox"/> Yes <input type="checkbox"/> No
8. Have you ever been known personally by any other name, or have you ever conducted business or carried bank accounts in any other name than shown on page 2 of this application?	8. <input type="checkbox"/> Yes <input type="checkbox"/> No
9. Have you ever been short in accounts with any employer?	9. <input type="checkbox"/> Yes <input type="checkbox"/> No

**If your answer is "yes" to any of the questions above, please write details on a separate sheet and attach to this application.**

## 3. Past Production *(Complete for past 5 years.)*

YEAR	LIFE PREMIUM	ADVANCED (YES / NO)	PRIMARY CARRIER

**Do you currently receive advances or annualized commissions?** ☐ Yes ☐ No  
If YES, give name of carrier(s) \_\_\_\_\_

**Do you currently have a debit balance with any carrier?** ☐ Yes ☐ No  
If YES, give name of carrier(s) \_\_\_\_\_  
Approximate total debit balance(s) \_\_\_\_\_

**Have you ever represented Preferred Financial Corporation/Colorado Bankers Life Insurance Company?** ☐ Yes ☐ No  
If YES, give name of General Agent \_\_\_\_\_  
Date terminated \_\_\_\_\_ Reason terminated \_\_\_\_\_

**IF AVAILABLE, PLEASE ATTACH COPIES OF PERSISTENCY REPORTS FROM THE CARRIERS LISTED ABOVE.** We prefer reports showing both the 12th and 24th month percentages by policy count, as well as premium.

Please give a brief description of the type of markets you and/or your agents have been working in for the past five years.


## 4. General Information

1. Do you currently have Errors & Omissions (E&O) coverage? (If yes, please attach current certificate of coverage.)	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Fax No.: _____	
3. E-mail Address: _____	
4. Cell Phone No.: _____	

**IMPORTANT: This form MUST be signed by the Agent and General Agent where indicated.**

**5. Agents Declaration and Authorization** *(Always Complete)*

- (1) I hereby certify that my answers to the previous questions are true. I agree that as your representative, I shall be fully responsible for all monies collected by me, either in part or full payment of premiums, evidenced by my signature on receipts issued by me to applicants. My failure to do so will immediately terminate my association with you and upon the Company's demand, I shall return all unused applications, receipt and any and all material held by me.
- (2) I authorize the individual(s) or companies shown in my application to give any information regarding my employment together with any information they have whether or not in their records, and release said individuals or companies from all liabilities for any damage whatsoever for issuing this information.
- (3) This application and the information in it is, to the best of my knowledge, an accurate statement of fact. I hereby authorize the Company to conduct an investigation concerning my character, general reputation and personal traits and release any person and companies so contacted from any liability with respect to the content of verbal or written information given to the Company. I further understand that if any material information given in this application is found to be incorrect or incomplete, it will be grounds for termination at the sole discretion of the Company.

Signature of Applicant/Agent X Date \_\_\_\_\_

**REQUEST FOR AGENT'S LICENSE/APPOINTMENT  
and  
ACKNOWLEDGEMENT OF CONDITIONS**

TO: The Preferred Financial Corporation (herein called "Company")

You are hereby respectfully requested to make application for the issuance of life and/or disability insurance agent's license/appointment authorizing me to solicit applications on behalf of insurance carriers to be specified by the Company (herein called "Carriers").

I hereby agree that your consent to the issuance of such license/appointment (or licenses/appointments in any other states) is subject to, and I hereby agree to be bound by, each and all of the following conditions.

- (1) That I shall be an agent assigned to the jurisdiction of General Agent Aaron Goddard- AHCP; and
- (2) That the Carriers have no obligation to me for commissions, expense allowances or any form of compensation whatsoever in connection with the services performed and expenses incurred by me in the solicitation of applications for insurance issued by the Carrier, it being expressly understood that I am under contract with my General Agent, and
- (3) That I have no contractual relationship with the Carriers and that I am not, and I shall refrain from holding myself out as an employee, partner, joint venture or associate of the Carriers; and
- (4) That I shall comply with the rules, regulations of the Company and the laws and regulations of all applicable Insurance Regulatory Authorities relating to my activities in the solicitation of insurance; and
- (5) That I shall not alter, modify, waive or change any of the terms, rates or conditions in any advertisements, receipts, policies or contracts of the carriers and/or Company in any respect; and
- (6) That I shall promptly remit to my General Agent or the Company any and all monies or securities received by me on behalf of the Company as full or partial payment of first or renewal premiums, or any other item whatsoever; and
- (7) That I shall not obligate the Company nor incur expense in its behalf in any manner whatsoever; and
- (8) That the Company may, without liability to me whatsoever, upon request of my General Agent or upon its own initiative, cancel my license at any time.

IN WITNESS WHEREOF, I have affixed my signature this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

X

Signature of Applicant/Agent

The foregoing application is hereby recommended for appointment as an agent assigned to my jurisdiction, subject to the terms of my General Agent's contract with the Company and this request.

X

Signature of General Agent

**INDICATE ITEMS ATTACHED**

- ☐ Copy of License(s)
- ☐ Non-resident Appt. Fee (if any)
- ☐ Completed Code of Ethics
- ☐ Copy of E&O Certificate or
- ☐ PFC E&O Enrollment Materials
- ☐ Supporting Documentation

**Return to General Agent  
for Signature**

# CODE OF ETHICS

Please review the following statements and indicate your response in the appropriate box.

- |     | YES                      | NO                       |  |
|-----|--------------------------|--------------------------|--|
| 1.  | <input type="checkbox"/> | <input type="checkbox"/> | I will fully comply with all laws and regulations regarding the solicitation and Sale of any Colorado Bankers Life Product.  |
| 2.  | <input type="checkbox"/> | <input type="checkbox"/> | I will make every effort to ascertain and understand the needs and financial circumstances of my clients, and I will make every effort to render the same quality of service to my clients which in the same circumstances, I would expect myself.   |
| 3.  | <input type="checkbox"/> | <input type="checkbox"/> | I will not negotiate or deposit any funds payable to the Company or any payee other than myself or my immediate family.  |
| 4.  | <input type="checkbox"/> | <input type="checkbox"/> | I will not place the Company under any legal obligation that is not within the scope of my authority.  |
| 5.  | <input type="checkbox"/> | <input type="checkbox"/> | I will not accept risks of any kind, make, modify or discharge contracts, extend the time for paying the premium, waive forfeitures or any of the Company's rights or requirements, bind the company by any statement, promise or representation; agree with any applicant to any extra premium for extra risks, or collect any monies other than as provided in the Agent's Agreement.  |
| 6.  | <input type="checkbox"/> | <input type="checkbox"/> | I will continue to use only sales material approved by the Company in writing and will include all appropriate disclaimers.  |
| 7.  | <input type="checkbox"/> | <input type="checkbox"/> | I will ensure that all signatures on applications or other documents submitted by me are authentic.  |
| 8.  | <input type="checkbox"/> | <input type="checkbox"/> | I will either be responsible for the personal delivery of all policies and contracts to the respective owner in an expedient manner or I will instruct in writing upon submission of new business that Colorado Bankers Life mail these items directly to the owner.   |
| 9.  | <input type="checkbox"/> | <input type="checkbox"/> | I will not be the assignee, owner or beneficiary of any policy issued by the Company, other than a policy on me or on a member of my family. An exception may be authorized, in writing by a Senior Officer of the Company, only where I have a sufficient investment in a business enterprise to justify key person insurance in an amount reasonably related to the investment. Unless and until the exception is granted, no such coverage may be placed in force and no cash may be collected with respect to such an application for a new policy and no change may be effected for an in-force policy. |
| 10. | <input type="checkbox"/> | <input type="checkbox"/> | I will not pay commissions to or contract with any sub agents or entities for the solicitation of insurance that are not duly licensed and appointed with the Company.   |
| 11. | <input type="checkbox"/> | <input type="checkbox"/> | I will not pay commissions to or contract with any sub agents or entities for the solicitation of insurance that are not duly licensed and appointed with the Company.   |
| 12. | <input type="checkbox"/> | <input type="checkbox"/> | I will not be involved in any way in the speculation for profit concerning the early death or disability of the insureds of the Company.   |
| 13. | <input type="checkbox"/> | <input type="checkbox"/> | I will not represent the Company in any manner whatsoever before any State Insurance Department or official thereof, or any Governmental Agency without the prior knowledge and approval of the Company.   |
| 14. | <input type="checkbox"/> | <input type="checkbox"/> | I will not affix unapproved stamps or labels on policies, policy envelopes or literature of the Company in such a way as to obscure, obliterate or modify in any way the printed matter thereon.   |
| 15. | <input type="checkbox"/> | <input type="checkbox"/> | I will not charge for enrollment or consulting services which are undertaken or rendered to any applicant, policy owner, or beneficiary or assignee such as explaining the terms of a policy, collecting the policy proceeds, making or submitting proofs or settlement of any claim, or any other similar service.  |

Explanation of "NO" answers

---



---




---



---

I have carefully read the above statements and represent that my responses are correct and true to the best of my knowledge and belief. In addition, I have reviewed the Prohibited Acts on the reverse side and state that I am in full compliance.

		X	
DATE	(print name)		AGENT SIGNATURE
	Aaron Goddard- AHCP	X	
DATE	(print name)		GENERAL AGENT SIGNATURE



**PREFERRED FINANCIAL  
CORPORATION**

## **Agent Authorization Agreement for Automatic Deposits (EFT Credits)**

---

**Producer Name :** \_\_\_\_\_

**\*\*Producer FEIN/SSN:** \_\_\_\_\_

**\*Producer E-mail Address:** \_\_\_\_\_

\*(For notification of funds availability)

\*\* Commission earnings will be reported to the IRS under the FEIN (or SSN) of the license holder (as allowed under State licensing regulations).

**Producer Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

I (we) hereby authorize **Preferred Financial Corporation**, through **JPMorgan Chase Bank, N.A. (CO)**, to initiate credit entries and to initiate, if necessary, debit entries and adjustments for any credit entries made in error to my (our) \_\_\_\_\_ Checking or \_\_\_\_\_ Savings (check one) account indicated below. I (we) also authorize my (our) depository named below, to debit and/or credit the same to such account.

**Name(s) on Account:** \_\_\_\_\_  
(Please Print)

**Signing Authority:** \_\_\_\_\_  
(Please Print)

Bank/Credit Union Information: **(Please attach a voided check or savings account slip)**

**Bank Name:** \_\_\_\_\_

**Transit/ABA Number:** \_\_\_\_\_

**Account Number:** \_\_\_\_\_

Please allow 15 days for processing of any change to banking account information. All requests for changes must be submitted in writing and signed by the licensed agent.

**Authorized Account Signature:** \_\_\_\_\_

*Home Office Use Only*

*Account #:* \_\_\_\_\_ *Agency:* \_\_\_\_\_



PO BOX 50145  
PHOENIX, AZ 85076

## MARKETING AGREEMENT

This Agreement is made by and between Colorado Banker Services, *in California, Colorado Bankers Insurance Services*, ("CBS") and the producer ("Agent") whose signature appears on the reverse side of this Agreement.

**IN CONSIDERATION** of the mutual promises and covenants set forth below, the parties hereby agree as follows:

- (1) **Vesting – commissions shall be paid so long as they total Fifty dollars (\$50) in any month.** Agent does not violate any provisions of the Agreement. This is the only interest Agent may have in the business after termination of this Agreement. No assignment of this Agreement or any compensation hereunder shall be valid without prior written consent of CBS.
- (2) Preferred Financial Corporation shall pay to Agent commissions as provided for in the commission schedule hereof as complete compensation for all applications procured and for all services performed by or required of Agent hereunder. If CBS is limited on commissions, Agent shall be so limited. For each policy which Agent fails to deliver as required, Agent shall pay to CBS, upon demand, actual damages, losses, costs or expenses incurred as a result of the failure to adhere to such requirements.
- (3) Agent shall not solicit applications for any insurance unless Agent is properly licensed. Agent must maintain Errors and Omissions insurance personally. Agent must provide CBS with a copy of such coverage before Agent may be appointed and on renewal each year or by request.
- (4) No commissions shall be payable on any policy not accepted by the applicant or on any application declined by the insurance company to whom it is submitted. If CBS is charged back on any case, Agent shall also be charged back. In the event that Agent incurs indebtedness to CBS, CBS may offset against, and deduct from, any compensation due Agent and such indebtedness shall be a first lien against all such compensation. Agent is responsible for all sub Agent actions and debits. Any credit that is not vested will be paid to the next Agent up the hierarchy.
- (5) Agent agrees to refrain from using advertising or any other material not supplied or approved in writing by Preferred Financial Corporation.
- (6) No forbearance or neglect by CBS to enforce any of the provisions of this Agreement shall invalidate it or thereafter constitute a waiver of any of these provisions or provisions of Request For Appointment.
- (7) This Agreement shall terminate automatically upon the death or total and permanent disability of Agent. In the event of death or total and permanent disability, commissions earned on policies still in force will be paid to the estate of Agent or to any other party designated by Agent. Either party may terminate this Agreement upon fifteen (15) days prior written notice to the other party's last known address; or CBS may terminate this Agreement immediately for cause upon written notice to Agent or Agent's last known address. Cause is defined to mean: (a) fraud or breach of any of the terms of this Agreement, (b) failure to pay CBS any monies as herein required, (c) violation of any laws or rules regulating insurance, (d) any illegal act or (e) offering products not specifically authorized by CBS to individuals with whom Agent is given response or leads by CBS. If this Agreement is terminated for cause, Agent shall not be entitled to any further commissions of any kind.
- (8) Agent agrees that in the event Agent's license or appointment terminates, Agent shall pay CBS, promptly and without necessity of formal demand, any and all funds which may be, or become, owing by Agent to CBS, including but not limited to, commissions advanced to Agent but not earned. Any such unpaid indebtedness shall be a first lien on any commissions which are due, or may become due, Agent and CBS may offset such indebtedness against such commissions. Agent further agrees if any such indebtedness shall remain unpaid for more than thirty (30) days after the date of written demand by CBS for payment, Agent shall pay, in addition to such indebtedness, interest thereon from the date of such demand, an account administrative charge of fifteen percent (15%) of the indebtedness and all collection fees. Interest on any unpaid balance shall be 1% per month.
- (9) Upon termination of this Agreement, Agent shall return all leads, books, literature, applications, training materials, records, forms, documents and all other pertaining materials.
- (10) Nothing contained herein shall be construed to create the relationship of employer and employee or a partnership between CBS and Agent or between Agent and any company represented by CBS. Agent shall be responsible for the payment of all taxes, fee and levies which are imposed on Agent for the privilege of doing business. Agent shall be free to exercise Agent's own judgment as to the persons solicited and the time and place of such solicitation.



- (11) For three (3) years after the termination of this Agreement, Agent agrees not to influence or attempt to influence any employee, producer or policyholder to terminate employment or any contract represented by CBS. Should Agent engage in any acts prohibited by law or this Agreement. Agent shall forfeit any commissions to which Agent may be or become entitled to hereunder. Since the amount of damages would be difficult or impossible to prove, in the event of any such act by Agent, it is agreed that CBS would be entitled to declaratory and injunctive relief against Agent and damages in the sum of \$1,000 for each act. CBS does not waive the right to pursue injunctive relief, damages, costs, attorney's fees and any other relief, either equitable or legal, against Agent in the occurrence of any of these events.
- (12) Agent hereby agrees that the ledger accounts of CBS shall be competent and sufficient prima facie evidence of the state of accounts between the parties hereto and the failure of Agent to object in writing to any statement of account furnished by CBS to Agent, within thirty (30) days from the date of such statement is furnished, shall render such statement a correct account as between CBS and Agent.
- (13) If any provision of this Agreement is declared or found to be unenforceable or void pursuant to the law, rules or regulations of any applicable jurisdiction, all other provisions shall remain in full force and effect.
- (14) If Agent is a corporate entity, the persons executing this Agreement as officers of said corporation hereby agree and undertake the personal guarantee and satisfaction of all duties, performances and all obligations, including monies owed to CBS by such corporation, under this Agreement. Agent further agrees to provide all corporate information and documents requested by CBS and to provide to CBS immediate notice of any change in the officers or change in stock ownership of the corporation.
- (15) This Agreement shall be governed by the laws of the State of Arizona and enforceable at Phoenix, Maricopa County.
- (16) Upon termination of this agreement, no matter what the reason, CBS shall have the right to solicit for sale the products and to preserve in-force Products and to otherwise conduct its business without any limitation except that imposed by law. Further, both parties agree that all provisions of this agreement shall remain in effect for a period of two (2) years. During said two (2) year period, General Agent shall not attempt to transfer business placed through CBS or Preferred Financial Corporation with a new insurer.
- (17) General Agent shall immediately release all rights, title and interest to all overrides on business submitted by its Sub-Agent's and issued after the termination of this agreement. The General Agent understands and agrees that after termination of this agreement, CBS shall be free to assign said Sub-Agent's to another General Agent or to appoint such Sub-Agent's as a General Agent of CBS.
- (18) This agreement is non-exclusive.
- (19) Agent hereby agrees that CBS or any affiliate entity can contact Agent by telephone, facsimile, auto-dialer, e-mail or any other form of technology that becomes available.
- (20) This Producer Commission Amendment is effective and shall apply new cases of the Product. PRODUCT: "Product" shall mean any (LifeStyle Protector Critical Illness Policy sold using the rate card MRCT2 11/06 GUIDE). This Commission Amendment shall be deemed to be part of any existing Producer Agreement with Colorado Bankers Services, L.L.C. to which it is applicable and all of the provisions of this Commission Amendment shall be subject to all of the terms and conditions of that existing Producer Agreement. All the terms and conditions of that existing Producer Agreement shall remain in full force and effect in the event a conflict arises with the provisions set forth in the Commission Amendment.

**LIFESTYLE PROTECTOR / TIMBER RIDGE**

**1<sup>st</sup> Year** \_\_\_\_ **Renewal (2-3)** \_\_\_\_ **(4+)** \_\_\_\_

**PREFERRED GOLDEN PROTECTOR I & II**

**1<sup>st</sup> Year** \_\_\_\_ **Renewal (2+)** \_\_\_\_

**PAYCHECK PROTECTOR PLUS**

**1<sup>st</sup> Year** \_\_\_\_ **Renewal (2+)** \_\_\_\_

**AGREEMENT ACCEPTED BY:**

**APPROVED BY CBS:**

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

\_\_\_\_\_  
**Home Office Signature**

\_\_\_\_\_  
**Agent Printed Name**

## Request for Taxpayer Identification Number and Certification

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

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

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

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

### Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			-			-				
--	--	--	---	--	--	---	--	--	--	--

Employer identification number

			-							
--	--	--	---	--	--	--	--	--	--	--

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

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

Sign  
Here

Signature of  
U.S. person ▶

Date ▶

### General Instructions

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

#### Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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

## CONSUMER AUTHORIZATION

- I. I understand that an investigative report may be generated on me that may include information as to my character, general reputation, personal characteristics, or mode of living; work habits, performance or experience, along with reasons for termination of past employment/professional license or credentials; financial/credit history; or criminal/civil/driving record history. I understand that General Information Services, Inc. (GIS), on behalf of Preferred Financial Corporation/Colorado Bankers Life Insurance Company may be requesting information from public and private sources about any of the information noted earlier in this paragraph in connection with Colorado Bankers Life Insurance Company's consideration of me for employment, promotion or position re-assignment or contract now, or at any time during my tenure with Colorado Bankers Life, and give my full consent for this information to be obtained.
- II. IF APPLICABLE, medical and worker's compensation information will only be requested in compliance with the Federal Americans with Disabilities Act (ADA) and/or any other applicable state laws.
- III. According to the **Fair Credit Reporting Act** (FCRA, Public Law 91-508, Title VI), I am entitled to know if the considerations for which I am applying are denied because of information obtained from a consumer reporting agency. If so, I will be notified and be given the name of the agency providing that report.
- IV. I acknowledge that a telephonic facsimile (FAX) or photographic copy of this release shall be as valid as the original. This release is valid for most federal, state and county agencies.
- V. I understand that if I am a resident of **Minnesota/Oklahoma (only)** I may obtain a copy of the report ordered, and now indicate my desire to do so by checking this box ☐.
- VI. I hereby authorize, without reservation, any financial institution, law enforcement agency, information service bureau, school, employer or insurance company contacted by GIS to furnish the information described in Section I.
- VII. Upon proper identification, you have the right to make a request to GIS, within a reasonable period of time, as to the nature and substance of all information in its files on you at the time of your request, including the sources of information and the recipients of any reports on you that GIS has previously furnished. Communications with GIS should be directed to PO Box 353, Chapin SC 29036 or (866) 265-4917.

### CANDIDATE COMPLETE THE FOLLOWING:

Signature \_\_\_\_\_

Today's Date \_\_\_\_\_

Please print full name \_\_\_\_\_

The following information is required by law enforcement agencies and other entities for positive identification purposes when checking public records. It is confidential and will not be used for any other purposes.

Month, Day and Year of Birth \_\_\_\_\_

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

Home Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip \_\_\_\_\_

Driver's License Number and State \_\_\_\_\_

Name as it appears on License \_\_\_\_\_

Have you ever been convicted of a crime? ☐ No ☐ Yes If yes, please provide city and state of conviction and details of conviction.

#### FAIR CREDIT REPORTING ACT NOTICE:

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

#### NOTICE TO CALIFORNIA CANDIDATES

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

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

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



## NON-RESIDENT APPOINTMENT FEES

State	Fee	State	Fee
Alabama	30.00	North Carolina	20.00
Alaska	none	North Dakota	15.00
Arizona	none	Ohio	20.00
Arkansas	120.00 (PFC pays)	Oklahoma	40.00
California	24.00	Oregon	none
Colorado	none	Pennsylvania	15.00
Connecticut	none	Rhode Island	none
Delaware	25.00	South Carolina	40.00 (PFC pays)
D.C.	25.00	South Dakota	20.00
Florida	60+\$6 per county	Tennessee	15.00
Georgia	10.50	Texas	10.00
Hawaii	none	Utah	12.00
Idaho	none	Vermont	Not Admitted
Illinois	none	Virginia	14.00
Indiana	none	Washington	20.00
Iowa	18.00	West Virginia	25.00
Kansas	5.00	Wisconsin	24.00
Kentucky	50.00 (indiv) 120.00 (corp.)	Wyoming	15.00
Louisiana	20.00		
Maine	30.00		
Maryland	none		
Massachusetts	75.00		
Michigan	5.00		
Minnesota	13.00		
Mississippi	10.00		
Missouri	none		
Montana	none		
Nebraska	8.00		
Nevada	15.00		
New Hampshire	25.00		
New Jersey	25.00		
New Mexico	23.00		
New York	Not Admitted		

---

# PROHIBITED ACTS

---

No Colorado Bankers Life Insurance Company/Preferred Financial Corporation agent is authorized, directly or indirectly:

- To endorse, deposit, cash or otherwise negotiate any check drawn to the Companys' order, or to open any bank account in the Companys' name, or to sign the Companys' name in any circumstance, or to have any checks or promissory notes printed with "Colorado Bankers Life Insurance Company or Preferred Financial Corporation" thereon.
- To endorse, deposit, cash or otherwise negotiate any check drawn by the Companys to the order of a payee other than the agent or a member of the agent's family.
- To place the Companys under legal obligation which is not within the authority granted by the Companys in the agent's contract elsewhere in writing.
- To accept risk of any kind, to make, modify or discharge contracts, to extend the time for paying the premium, to waive forfeitures or any of the Companys' rights or requirements, to bind the Companys by any statement, promise or representation; to agree with any applicant to any extra premium for extra risks, or to collect any monies other than as provided in the agent's contract.
- To advertise or publicize the Companys' name by using it in any advertising or public medium, including the newspapers, magazines, television or radio broadcasts, or other means unless the content of such advertising or publicity has first been submitted to, and approved and authorized by the Companys in writing.
- To sign as a witness to any person's signature on any application or other paper relating to the Companys' business (such as health certificates, amendments, questionnaires, etc.) unless that signature is written in the agent's presence.
- To sign the name of another person, such as an applicant, insured, policy owner, beneficiary, assignee or otherwise, whether or not such person consents thereto.
- To retain a policy, other than a policy on the agent or a member of the agent's family, for a period longer than is necessary for purposes of delivery, analysis, record organization and review for servicing.
- To be the assignee, owner or beneficiary of any policy issued by the Companys other than a policy on the agent or on a member of the agent's family. An exception may be authorized, in writing by a Senior Officer of the Companys, only where an agent has a sufficient investment in a business enterprise to justify key person insurance in an amount reasonably related to the investment. Unless and until the exception is granted, no such coverage may be placed in force and no cash may be collected with respect to such an application for a new policy and no change may be effected for an in-force policy.

## 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 [REDACTED], as Agent ("Agent"). The Agreement shall become effective upon Agent's licensure and appointment.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


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

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

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

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

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

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



ADDENDUM A  
ASSIGNMENT OF COMMISSIONS AGREEMENT

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

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

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

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

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

\_\_\_\_\_  
Date