



**AHCP**  
America's Health Care Plan

Discover the  
**DIFFERENCE**  
with AHCP



## AGENT INFORMATION

Legal Name: \_\_\_\_\_  
Last First MI  
Address: \_\_\_\_\_  
Street Address Apartment/ Unit #  
City State Zip Code  
Home Phone: \_\_\_\_\_ Business Phone: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
SSN: \_\_\_\_\_ Tax ID: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

## UPLINE & COMMISSION

Direct Up-line/ Manager: \_\_\_\_\_ DP: \_\_\_\_\_  
Commission Level: \_\_\_\_\_ (Unsure? Contact your up-line)  
How did you hear about AHCP?  
☐ Online ☐ Job Posting ☐ Drip Marketing ☐ Referral \_\_\_\_\_  
(Name of Referral)  
Advance Options: ☐ Advanced ☐ As Earned

## APPOINTMENT INSTRUCTIONS

Appointment Checklist for: **Fidelity & Guaranty Life**

- ☐ Page 1 AHCP Appointment Coversheet (this page)
- ☐ Page 2 F&G Requirements
- ☐ Page 3 Producer/Agency Form
- ☐ Page 4 Fair Credit Report Disclosure
- ☐ Page 5-6 Suitability Procedures
- ☐ Page 7 Direct Deposit Authorization (Commissions paid by F&G)
- ☐ Page 8 W9
- ☐ Page 9-11 Agent Indebtedness Agreement
- ☐ Page 12-15 AHCP Producer Agreement

Additional Requirements

- ☐ Copy of Licenses
- ☐ Copy of a Voided Check
- ☐ Copy of E&O Insurance Certificate
- ☐ Supporting documentation for any "Yes" answers to background questions

## RETURN INSTRUCTIONS

**Scan Email Option:** Send to [contracting@ahcpsales.com](mailto:contracting@ahcpsales.com)

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

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

05.09.14

# **URGENT!!! THIS IS A REQUIREMENT THAT MUST BE MET PRIOR TO SELLING!!!**

F&G requires product training for all states and all products PRIOR to selling

**Non-active agents-** please go to [www.fglife.com](http://www.fglife.com)

- Select the "Producer Required Annuity Product Training" link.

- Log in under the "not yet active agent" section.

- You will then be prompted to provide them a few details so they can appropriately record your completed training.

- Click on the "training module-online certification" column to select the product training module you would like to take

- Once you have completed the training, you will be asked to complete a certification stating that you have reviewed and understand both the training material content and agree to comply

**Active agents-** go to [www.fglife.com](http://www.fglife.com), then enter your user ID and password. If you do not have your information, please contact F&G direct @ 800-445-6758

- Once you're logged in, click on the "required annuity product training" drop down box, then select the product training module you wish to take.

- Validate your email address, so F&G can send you future notices concerning product changes

- Once you have completed the training, you will be asked to complete a certification stating that you have reviewed and understand both the training material content and agree to comply

# Producer/Agency Form



**Producer**  
**Agency**

**Fidelity & Guaranty Life Insurance Company**  
**Fidelity & Guaranty Life Insurance Company of New York**

## Instructions:

- Step 1. Complete, Sign and Date this Form. If you are a corporate principal, complete a separate form for the corporation. Forward the form(s) to your appointing agency.  
Step 2. Appointing General Agencies, please complete the bottom portion of the Form authorizing the hierarchy set up and compensation.  
Step 3. Once contracted and you have been given access to SalesLink, you will be asked to sign additional Agreements via an electronic signature.

MGA Name: \_\_\_\_\_ MGA Number: \_\_\_\_\_  
MGA Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

## Producer/Agency Information

Producer/Agency Name: \_\_\_\_\_  
Residence Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Residence Phone: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Business Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
e-mail address: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
Social Security Number: \_\_\_\_\_  
Corporation TIN Number: \_\_\_\_\_  
Gender: M F Agency  
Resident State License No.: \_\_\_\_\_

Attach additional non resident licenses in which you wish to be appointed.

Broker Dealer Name: \_\_\_\_\_

Life Target Premium - Previous 12 Months: \$ \_\_\_\_\_  
FG Life Premium - Next 12 Months: \$ \_\_\_\_\_

Fixed/Fixed-Indexed Annuity Premium - Previous 12 Months: \$ \_\_\_\_\_  
FG Annuity Premium - Next 12 Months: \$ \_\_\_\_\_

1. Have you ever filed for bankruptcy? Yes No
2. Have you ever been the subject of any complaint related to the solicitation or sale of any insurance product(s), securities or any financial product or service, in any jurisdiction?  
Yes No
3. Have you ever been the subject of any investigation or proceeding by any insurance or securities regulator in any jurisdiction?  
Yes No
4. Have you ever been accused of or charged with any improper conduct related to the solicitation or sale of any insurance product(s), securities or any financial product or service?  
Yes No

5. Have you ever been *alleged* to have engaged in any fraud?  
Yes No
6. Have you ever been *found* to have engaged in any fraud?  
Yes No
7. Have you ever been convicted of any crime?  
Yes No
8. Have you ever been barred, fined or disciplined by any insurance, securities or other regulator in any jurisdiction?  
Yes No
9. Have you ever had your license to offer or sell insurance products or securities suspended or revoked in any jurisdiction?  
Yes No
10. Do you hold a current Certificate of Continuing Education for California and/or Iowa? Yes (Please attach a copy) No
11. Have you taken the AML training course? Yes No  
(If not, you are required to complete the LIMRA AML training course and will be entered into the LIMRA database.)

**If the Answer to any question from 1-9 above is yes, please attach an explanation. Additional information such as supporting documents may be required.**

By signing below, I: (i) certify that all of the information provided on this form is true and correct and I acknowledge that my failure to provide truthful and accurate information is a valid basis for the immediate termination of my relationship with Fidelity & Guaranty Life Insurance Company and/or Fidelity & Guaranty Life Insurance Company of New York (the "Company" in reference to either or both, as applicable), for cause; (ii) acknowledge that I have received, read, and will comply with the Company's Code of Ethical Conduct and Market Conduct Guide, and that I have received, read, and agree to be bound by the terms of the Company's Producer/Agency Agreement (each as amended from time-to-time). I understand that I can access all of these documents on SalesLink.

Signature of Producer  
or Principal of Agency: \_\_\_\_\_  
Date: \_\_\_\_\_

**SIGN HERE**

## To be completed by the Appointing Agency

Name of Agency: \_\_\_\_\_ AGA Code: \_\_\_\_\_  
Approved compensation level/contract type(s): \_\_\_\_\_  
Signature of Authorized Agent: \_\_\_\_\_ Date: \_\_\_\_\_

**Only Authorized forms can be faxed directly to Fidelity & Guaranty Life at 410.895.0129.**

**FAIR CREDIT REPORTING ACT DISCLOSURE AND  
AUTHORIZATION FOR EMPLOYMENT PURPOSES**

Please be advised that a consumer report or investigative consumer report may be obtained from a consumer reporting agency for the purpose of evaluating you for employment, promotion, reassignment, or retention as an employee. This report may contain information bearing on your credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living. Some of this information may be obtained by contacting and interviewing your present and previous employers or references supplied by you.

Please be advised that if interviews are conducted to obtain some of the above-described information, you have the right to request, in writing, within a reasonable time, that we make a complete and accurate disclosure of the nature and scope of the investigation.

You also have the right to request a written summary of your rights to obtain and dispute information in consumer reports and to obtain credit scores.

**By signing this form, I hereby authorize all entities having information about me, including present and former employers, personal references, criminal justice agencies, departments of motor vehicles, schools, licensing agencies, and credit reporting agencies, to release such information to Fidelity & Guaranty Life or any of its affiliates or carriers. I acknowledge and agree that this Release and Authorization shall remain valid and in effect during the term of my employment.**

Agent Name/Principal of Agency Name: \_\_\_\_\_

Agent Number/Social Security Number: \_\_\_\_\_

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

**SIGN HERE**

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

# REMINDER

## Suitability Procedures

### Product Training Must be Completed by March 1, 2011

In March 2010, the National Association of Insurance Commissioners (“NAIC”) adopted its Revised Suitability in Annuity Transactions Model Regulation (“The Revised Model”). The Revised Model sets forth standards and procedures for recommendations to consumers resulting in annuity transactions to ensure that the consumer’s insurance needs and financial objectives are appropriately addressed.

Fidelity & Guaranty Life Insurance Company (the “Company”) will adopt and implement the requirements of the Revised Model as an industry best practice on a nationwide basis.

**The Company will apply the Revised Model standards and procedures to all annuity purchases, replacements and exchanges solicited on or after January 1, 2011.**

#### ***As a Reminder***

- It’s the producer’s responsibility to be knowledgeable about the Company’s annuity products prior to solicitation, however, effective January 1, 2011, the Company will require appointed producers to complete online training modules for each Fidelity & Guaranty Life annuity product series prior to solicitation of any annuity product in that series. Certification that such training was completed is required to be submitted to the Company.
- The Company will allow a short transition period where no business will be rejected for lack of certification (note: appointed producers are expected to complete the training prior to solicitations after January 1, 2011).
- Beginning March 1, 2011, any application solicited prior to the producer’s completion of the training and submission of the required certification will be rejected.
- Producers appointed on or after 1/1/11 will need to complete training and submission of the required certification before an annuity application may be solicited. Any application solicited prior to completion of the training will be rejected.

Product training is now available for both appointed producers with the Company and prospective producers with the Company.

#### **Training for Active Agents with the Company:**

- Visit SalesLink through [www.fglife.com](http://www.fglife.com), then enter your user ID and password.
- Click on the “Required Annuity Product Training” drop down box, then select the product training module you would like to take.
- Validate your email address, so we may send you future notices concerning product changes.
- Once you have completed the training module you will be asked to complete a certification stating that you have reviewed and understand both the training material content and agree to comply with the Company’s suitability policies and procedures.

Training for Not Yet Active Agents with the Company:

- Log on to [www.fglife.com](http://www.fglife.com) and select the “Producer Required Annuity Product Training” link.
- Log in under the “Not Yet Active Agent” section.
- You will be prompted to provide us with a few details so we can appropriately record your training courses when you become appointed with the Company, and are able to send you future notices concerning product changes.
- Click the “Training Module-Online Certification” column to select the product training module you would like to take.
- Once you have completed the training you will be asked to complete a certification stating that you have reviewed and understand both the training material content and agree to comply with the Company’s suitability policies and procedures.

If you have any questions about this annuity training, please contact us at [salesmarketing@fglife.com](mailto:salesmarketing@fglife.com) or 1-800-445-6758.

Fidelity & Guaranty Life is the marketing name of Fidelity & Guaranty Life Insurance Company and, in New York only, Fidelity & Guaranty Life Insurance Company of New York. Each Fidelity & Guaranty Life Insurance Company is solely responsible for its contractual commitments.

FOR PRODUCER USE ONLY – NOT FOR USE WITH THE GENERAL PUBLIC.

Fidelity & Guaranty Life Insurance Company, Baltimore, MD

02-01-11

[www.fglife.com](http://www.fglife.com)

11-011

# Authorization Agreement for Direct Deposit To Savings or Checking Account

INSURER: **FIDELITY & GUARANTY LIFE INSURANCE COMPANY**

I (we) hereby authorize FIDELITY AND GUARANTY LIFE INSURANCE COMPANY ("FIDELITY AND GUARANTY") to deposit my (our) commission payment with the financial institution identified below ("Bank") and the Bank to credit the same to my (our) account as described below. In the event that Fidelity and Guaranty notifies the Bank that funds to which I (we) am not entitled have been deposited to my (our) account by it in error, I (we) hereby authorize the Bank to return said funds to Fidelity and Guaranty upon demand, and agree to hold Fidelity and Guaranty harmless from any and all liability in connection therewith. Fidelity and Guaranty will process chargeback of commissions within its commission system, and only net commission due will be eligible for deposit to my (our) account.

Agent Number	Payee's Name (Please Print)	Bank Account Number		Bank Name
Bank Address	City	State	Zip Code	Bank Phone Number
ABA Transit / Routing Number (Lower left corner of your check)			Bank Account Type: <input type="radio"/> Checking <input type="radio"/> Savings	

This authorization is to remain in force until Fidelity and Guaranty has received written notification from me (or either of us) of its termination in such time and in such manner as to afford the Company and/or the Bank a reasonable opportunity to act on it. This authorization is governed by Maryland law, including Maryland Uniform Commercial Code.

\_\_\_\_\_  
**Payee's Signature**

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Joint Payee's Signature** (if jointly paid, both parties must sign)

\_\_\_\_\_  
Date

**Attach Voided Check Here**

Return to **FIDELITY AND GUARANTY LIFE INSURANCE COMPANY**: Fax No. 410-895-0129

## 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 (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)  City, state, and ZIP code  List account number(s) here (optional)	
Requester's name and address (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.

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

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

#### Purpose of Form

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

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

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.



## AGENT INDEBTEDNESS AGREEMENT

This Agent Indebtedness Agreement (this “Agreement”), effective as of [Date] is entered into by and between Dressander BHC Inc., a Delaware corporation (“Dressander|BHC”), with its offices located at 1585 Sawdust Road, Ste. 130, The Woodlands, Texas 77380 and [Agent Name], an individual or business (the “Agent”), including the down line hierarchy of such Agent, if any. The Agent conducts business at the address set forth under such Agent’s name on the signature page of this Agreement. Dressander|BHC and the Agent, in consideration of the premises and mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Dressander|BHC and the Agent, agree as follows:

### 1. Definitions.

- a. “Dressander|BHC Carrier” means any insurance company with which Dressander|BHC has contractually committed, either prior to or after the date of this Agreement, to recruit agents to market and sell insurance products on behalf of such insurance company and with which the Agent is not affiliated with through Dressander|BHC prior to the execution of this Agreement.
- b. “Carrier Selling Agreement” means a contract to which the Agent and a Dressander|BHC Carrier are parties and under which the Agent is to market and sell insurance products on behalf of the Dressander|BHC Carrier and such Dressander|BHC Carrier is to compensate the Agent for such selling and marketing.

### 2. Recitals.

- a. Dressander|BHC is, and will be, a party to certain contracts with Dressander|BHC Carriers under which Dressander|BHC recruits, and will recruit, agents for such Dressander|BHC Carriers;
- b. The result of such recruiting may be a Carrier Selling Agreement; and From time to time, Dressander|BHC Carriers, pursuant to a Carrier Selling Agreement, may advance commissions to the Agent, charge back commissions previously paid to the Agent, lend money to the Agent or agree to other terms under which the Agent will become indebted to the Dressander|BHC Carrier (the “Agent Indebtedness”);
- c. Dressander|BHC may, from time to time, be asked by the Dressander|BHC Carrier to guarantee the Agent Indebtedness or to repay, on behalf of the Agent, the Agent Indebtedness; and
- d. Dressander|BHC and the Agent, in consideration of the premises and mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Dressander|BHC and the Agent, agree as follows:

**3. Repayment of Agent Indebtedness.** Dressander|BHC and the Agent agree that the Agent is responsible for the Agent Indebtedness (including any Agent Indebtedness arising from such Agent’s down line hierarchy), that the Agent shall repay such Agent Indebtedness pursuant to the terms of the Carrier Selling Agreement or pursuant to any other agreement or arrangement between the Agent and the Dressander|BHC Carrier, and that, in the event Dressander|BHC pays to the Dressander|BHC Carrier any amount of the Agent Indebtedness, the Agent shall reimburse Dressander|BHC for such amount within 30 days after receipt of notice from

Dressander|BHC. The Agent agrees to pay all costs of collection, including attorney fees, incurred by Company or its successors or assigns in collecting any Agent indebtedness.

**4. Term.** This Agreement shall become effective on the date first above written and shall continue thereafter until terminated by Dressander|BHC upon written notice to the Agent; provided, however, that upon such termination, the indemnification set forth in Section 6 shall survive such termination for the maximum period permitted by applicable law.

**5. Independent Contractor.** The Agent agrees that the Agent will perform all services under this Agreement and the Carrier Selling Agreement as an independent contractor. Nothing in the Agreement or in any Carrier Selling Agreement will be deemed to create an employer-employee, partnership, or joint venture relationship between Dressander|BHC and the Agent.

**6. Indemnification.** The Agent agrees to indemnify and hold Dressander|BHC, its successors and assigns, and their respective directors, officers, managers, stockholders, employees, agents and representatives and all of their respective heirs, legal representatives, successors and assigns ("Dressander|BHC Parties") harmless from and against any damage, claim, liability, deficiency, loss, cost or expense (including reasonable attorney's fees and interest at the highest rate permitted by law) incurred by any of the Dressander|BHC Parties arising out of or relating to any breach by the Agent or this Agreement or of any Carrier Selling Agreement. The Agent's obligation under this Section 6 shall survive the termination of this Agreement for the maximum period permitted by applicable law.

**7. Notices.** All notices to be given hereunder shall be in writing and personally delivered, sent by certified or registered mail, return receipt requested or delivered by a nationally recognized overnight express delivery service to Dressander|BHC at the address set forth in the introductory paragraph of this Agreement or to the Agent at the address set forth under the Agent's name on the signature page of this Agreement, or to such other address as Dressander|BHC or the Agent shall designate by notice given to the other in accordance with this Section 7.

**8. Assignment; Binding Agreement; No Third Party Rights.** Dressander|BHC may assign or delegate all or part of its rights and assign or delegate all or part of its duties in this Agreement and the Carrier Selling Agreement by giving written notice to the Agent. The Agent may not assign or delegate any right or assign or delegate any duty described in this Agreement or in any Carrier Selling Agreement to which the Agent is a party without Dressander|BHC's prior written consent. The Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer upon any person or entity other than the parties hereto and the Dressander|BHC Parties and their respective heirs, legal representatives, successors and permitted assigns, any rights, benefits or obligations hereunder.

**9. Severability; Entire Agreement; Modification.** If any provision of the Agreement is rendered or declared illegal or unenforceable by reason of any existing or subsequently enacted legislation or by decree of a court of last resort, the remaining provisions of this Agreement shall remain in full force and effect. This Agreement contains the entire agreement of Dressander|BHC and the Agent in respect of the subject matter hereof and cancels all prior agreements, oral or written, related to the subject matter hereof. This Agreement may not be modified except by an instrument in writing executed by Dressander|BHC and the Agent.

**10. Applicable Law; Jurisdiction; Service of Process.** This Agreement will be deemed for all purposes to have been made and entered into in the State of Texas. All questions concerning the validity and operation of

this Agreement and the performance of the obligations imposed upon Dressander|BHC under this Agreement will be governed by the laws of the State of Texas. Each of Dressander|BHC and the Agent irrevocably (a) consents to the jurisdiction of the state and federal courts serving Montgomery County, Texas in connection with any action, suit or other proceeding arising out of or relating to this Agreement or any act taken or omitted hereunder; (b) waives and agrees not to assert in any such action, suit or other proceeding that such party is not personally subject to the jurisdiction of such courts, that the action, suit or other proceedings is brought in an inconvenient forum or that the venue of the action, suit or other proceeding is improper; (c) waives personal service of any summons, complaint or other process; and (d) agrees that the service thereof may be made by certified or registered mail directed to such party at such party's address for purposes of notices hereunder.

**11. Multiple Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one instrument.

IN WITNESS WHEREOF, each of Dressander|BHC and the Agent have executed this Agreement to be effective as of the date first set forth above.

**Dressander|BHC:**

Dressander BHC Inc.

\_\_\_\_\_  
By: Michael Tanguay, VP, Chief Compliance Officer

**AGENT:**

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

**SIGN HERE**

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

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

\_\_\_\_\_

Email: \_\_\_\_\_



## PRODUCER AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


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

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

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

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

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

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

ADDENDUM A  
ASSIGNMENT OF COMMISSIONS AGREEMENT

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

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

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

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

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

\_\_\_\_\_  
Date