



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: ☐ 6 Months ☐ 9 Months ☐ 12 Months ☐ Earned

APPOINTMENT INSTRUCTIONS

Appointment Checklist for: **Mutual of Omaha**

- ☐ Page 1 AHCP Appointment Coversheet (this page)
- ☐ Page 2-3 Contract Information and Signature Form
- ☐ Page 4 Fair Credit Report Act Authorization
- ☐ Page 5 Final Expense Producer Acknowledgement Form
- ☐ Page 6-26 General Agent Agreement/Advance Commission Amendment
- ☐ Page 27 Advance Commission Transmittal Notice
- ☐ Page 28 Direct Deposit Authorization (Commissions paid by Mutual)
- ☐ Page 29 W9
- ☐ Page 30-33 AHCP Producer Agreement

Additional Requirements

- ☐ Copy of Licenses
- ☐ Copy of 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

Fax Option: 888-781-0586

Mailing Address: 1100 NW Compton Dr. 2nd Floor Beaverton, OR 97006

Rev.080714

Contract Information and Signature Form



If contracting as a: Producer only - complete sections 1, 3 & Individual FCRA Authorization Form
Business Entity only - complete sections 2 & 3
Business Entity & Principal- complete sections 1, 2, 3 (both signature blocks) & Individual FCRA Authorization Form

Section 1 - Producer Information (Required)

☐ Check this box if you have pending new business

Name: _____ SSN: _____ - _____ - _____ DOB: _____ - _____ - _____
First Name, Middle Initial, Last Name (as it appears on license)

Home Address: _____
Not a P.O. Box City _____ State _____ Zip Code _____

Business Address: _____
P.O. Box Accepted City _____ State _____ Zip Code _____

Primary Phone Number: _____ - _____ - _____ Business Phone: _____ - _____ - _____ Email Address: _____

Master General Agency (If applicable): _____

Errors & Omission Insurance (As Required): _____ \$ _____
Carrier Name Minimum \$1M Per Claim

Background Information (Required - Must be answered)

Yes	No	Has any regulatory authority, such as an insurance department, FINRA or the SEC ever fined or suspended you, placed you on probation, assessed you any administrative costs, entered into a consent order with you, issued you a restricted license, or otherwise disciplined you? Are you currently under investigation by any regulatory authority, such as an insurance department, FINRA or the SEC?
Yes	No	Other than minor traffic offenses that did not result in harm to a person or property, have you ever been (1) convicted of any offense, (2) plead guilty or nolo contendere (no contest) to any offense, or (3) had charges dismissed through any type of first offender or deferred adjudication or suspended sentence procedure?

NOTE: Answering "YES" to the above questions does not automatically preclude you from being contracted.

Directions: PLEASE PROVIDE A WRITTEN EXPLANATION for any "YES" answer including the disposition and applicable supporting documentation (court documents, insurance department documents etc.). Failure to answer "YES", when appropriate, may result in denial of your request to be contracted.

Contracting Selection (Required)

Only
Select
One

☐ I have received, reviewed and agree to be bound by the Terms & Conditions of the General Agent Agreement with Mutual of Omaha and its affiliates (BMO151.010)

☐ I have received, reviewed and agree to be bound by the Terms & Conditions of the Special Agent Agreement with Mutual of Omaha and its affiliates (BMO152.010)

Please retain a copy of the agreement for your files. A copy will not be returned to you.

Direct Deposit Information (Complete if you are electing direct deposit - not applicable for Special Agents)

Financial Institution: _____

Routing Number: _____ Account Number: _____ Account Type _____ Checking _____ Savings _____

This is not an assignment of commissions. Form 1099 will be issued to the commission owner.

Designation of Beneficiary (if applicable)

Name: _____ Relationship: _____
First Name, Middle Initial, Last Name or Business Name

Home Address: _____
Not a P.O. Box City _____ State _____ Zip Code _____

SSN: _____ - _____ - _____ or TIN: _____ - _____ DOB: _____ - _____ - _____ Phone Number: _____ - _____ - _____

W-9 Information

Taxpayer Identification Number (SSN)

Enter your TIN in the appropriate box. For individuals, this is your social security number. For other entities, it is your employer identification number.

Social Security Number _____ - _____ - _____

Certification

Under penalties of perjury, I certify that:

- The number provided is my correct taxpayer identification number, and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (a U.S. citizen or U.S. resident alien or a partnership, corporation, company or association created or organized in the U.S. or under the laws of the U.S. or an estate (other than a foreign estate) or a domestic trust (as defined in Regulations section 301.7701-7).

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.

The Internal Revenue Service does not require your consent to any provision of this document other than the above-referenced certifications required to avoid backup withholding.

Sign Here	Signature of U.S. Person →	Date →
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****Please proceed to Section 3****

Contract Information and Signature Form

Section 2 - Business Information *(Only complete this section if contracting as an Incorporated Entity, Partnership or LLC)*

Name: _____ TIN: _____ - _____

Address: _____
P.O. Box Accepted City State Zip Code

Phone: _____ - _____ - _____ email Address: _____

Principal Officer: _____

Master General Agency *(If applicable):* _____

Contracting Selection *(Required for Corporation)*

☐ I have received, reviewed and agree to be bound by the Terms & Conditions of the **General Agent Agreement** with Mutual of Omaha and its affiliates (BMO151.010)

Please retain a copy of the agreement for your files. A copy will not be returned to you.

Direct Deposit Information *(Complete if you are electing direct deposit)*

Financial Institution: _____

Routing Number: _____ Account Number: _____ Account Type Checking Savings

This is not an assignment of commissions. Form 1099 will be issued to the commission owner.

W-9 Information

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number. For other entities, it is your employer identification number.

Employer Identification Number _____ --- _____

Certification

Under penalties of perjury, I certify that:

1. The number provided is my correct taxpayer identification number, and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (a U.S. citizen or U.S. resident alien or a partnership, corporation, company or association created or organized in the U.S. or under the laws of the U.S. or an estate (other than a foreign estate) or a domestic trust (as defined in Regulations section 301.7701-7).

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.

The Internal Revenue Service does not require your consent to any provision of this document other than the above-referenced certifications required to avoid backup withholding.

Sign Here	Signature of U.S. Person →	Date →
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****Please proceed to Section 3****

Section 3 - Contract Signature, Certification and Direct Deposit Authorization

By signing below:

- (a) you agree to be bound by the terms and conditions of the Agreement(s) selected,
- (b) you certify that the information that you have provided is true and correct and you agree that you will report immediately any event that would change any of the information, in any manner, which you have provided,
- (c) you agree to maintain your state insurance license in good standing, stay current with required continuing education, and obtain and maintain E&O coverage as required, and
- (d) if you have completed the Direct Deposit section(s) you authorize Mutual of Omaha Insurance Company ("Company") and its affiliates to electronically credit the bank account and, if necessary, to electronically debit the account to correct erroneous credits. You understand that this authorization will remain in full force and effect until you notify Company that you wish to revoke this authorization.

Producer Signature

Name: _____
(Signature Required)

Date: _____

Business Signature *(If Signing on the behalf of the Business)*

Name: _____

Title: _____
(Required)

Date: _____

****Please proceed to the FCRA Authorization Form****

Individual Fair Credit Reporting Act Authorization

Mutual of Omaha Insurance Company and its affiliates with which you intend to contract (together, "Mutual of Omaha") will obtain and use consumer reports for the purpose of serving as a factor in establishing your eligibility for contracting as an insurance producer. We will obtain these reports from:

First Advantage Corporation
100 Carillon Parkway, Suite 100
St. Petersburg, FL 33716
(800) 321-4473

If you are not a California resident or are not requesting a California appointment along with your request to contract with Mutual of Omaha, we may also obtain a consumer report from other sources.

"Consumer report" means a written, oral or other communication of any information by a consumer reporting agency bearing on your credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics or mode of living which will be used by Mutual of Omaha, in whole or in part for the purpose of serving as a factor in establishing your eligibility to be contracted as an insurance producer.

This means a credit report, criminal report and report of insurance department regulatory actions will be obtained and reviewed as part of a background investigation in order to determine your eligibility to be contracted and appointed.

For California, Minnesota and Oklahoma: You have a right to request a copy of the consumer report which will disclose the nature and scope of the report.

Yes, please provide me a copy of the consumer report

For New York: You have a right, upon written request, to be informed of whether or not a consumer report was requested. If a consumer report is requested, you will be provided with the name and address of the consumer reporting agency furnishing the report.

CANDIDATE'S STATEMENT – READ CAREFULLY

Mutual of Omaha is hereby authorized to obtain and use a consumer report of my criminal record history, insurance department history and credit history through any consumer reporting agency.

AUTHORIZATION

I authorize any consumer reporting agency, insurance department, law enforcement agency, the Financial Industry Regulatory Authority, The Securities and Exchange Commission or any other person or organization having any consumer report records, data or information concerning my credit history, public record information, insurance license, regulatory action history or criminal record history to furnish such consumer report records, data and information to Mutual of Omaha.

I understand that if contracted, this authorization will remain valid as long as I am contracted with Mutual of Omaha.

A photocopy of this authorization shall be considered as effective as the original.

Candidate Signature

Date

Print Name

Final Expense (Living Promise) Producer Acknowledgement Form

I agree and acknowledge that I will be selling United of Omaha Living Promise Whole
Life Insurance through _____.

Marketer Name

Printed Name: _____

Producer Signature: _____
(Signature always required)

Date: _____

SSN: _____
(Required for Individuals)

OR

TIN: _____
(Required for Business Entities)

Production Number: _____

**Complete and return this form to your Master General Agency to continue the
Living Promise contracting process.**

GENERAL AGENT AGREEMENT

This General Agent Agreement ("Agreement") is entered into between the undersigned General Agent ("GA") and Mutual of Omaha Insurance Company, and each affiliated insurance company as specified on the Compensation/Product Schedule(s) attached to the Agreement (hereinafter referred to as the "Company"). The parties agree that additional affiliates of the Company may be added to the Agreement at a later date by way of changes/additions to the Compensation/Product Schedules attached hereto. Any Company affiliate added to the Agreement will be thereafter included in the definition of "Company".

SEE SECTION K FOR DEFINITIONS

The parties agree as follows:

- A. **APPOINTMENT.** Company authorizes GA to solicit Product applications and to recruit Other General Agents. Company agrees to appoint GA with the appropriate state insurance departments for GA to solicit Product applications. This appointment is not exclusive.
- B. **COMPENSATION.**
 - 1. **For Each Product.** GA's compensation depends on the particular Products sold. Compensation for each Product will be as specified in the Compensation/Product Schedules. Compensation/Product Schedules may be changed by Company at any time and will be distributed to GA.
 - 2. **Contingencies.** In addition to any conditions imposed in the Compensation/Product Schedules and any amendments, no compensation is earned until:
 - (a) GA is licensed and appointed in accordance with laws and Company procedures,
 - (b) the Product is actually issued, delivered to and accepted by the customer, and
 - (c) the premium for the Product is paid to the Company.
 - 3. **Compensation After Termination.** GA shall not be entitled to any compensation after the Termination Date of this Agreement, except for:
 - (a) Vested Compensation, and
 - (b) any net credit balance in GA's account for compensation earned as of the Termination Date.

4. **Forfeiture.** GA will forfeit all rights to receive compensation, including Vested Compensation, if, in the sole reasonable discretion of Company, GA commits any of the following acts:
 - (a) breaches any material provision of this Agreement while in effect or any material obligation that survives termination of this Agreement.
 - (b) commits a fraudulent or illegal act in connection with any activities contemplated under this Agreement.
 - (c) does any act which results in the suspension or revocation of GA's insurance license.

C. GA'S DUTIES.

1. **Licenses and Approvals.** GA shall obtain and maintain and provide copies of all necessary licenses and regulatory approvals to perform the services under this Agreement.
2. **Monitor and Communicate.** GA may recruit Other General Agents. GA shall monitor its Other General Agents and communicate information to Company, of which it is aware or should be aware, that Company needs to know about its Other General Agents to properly address compliance or other risks. When directed by Company, GA shall communicate Company information to its Other General Agents.
3. **Solicitation.** GA shall help its Other General Agents in soliciting Products. If GA is contracting as an individual, then GA may solicit applications for Products.
4. **Service.** GA shall help its Other General Agents in servicing customers. If GA is contracting as an individual, GA shall provide service to GA's customers.
5. **Confidentiality and Privacy.** GA shall comply with the "Confidentiality and Privacy Amendment" which is attached hereto and incorporated into this Agreement. Company may unilaterally revise the Confidentiality and Privacy Amendment upon written notice to GA.
6. **Compliance with Laws and Conduct.** GA shall comply with all applicable laws and regulations and act in an ethical, professional manner in connection with this Agreement, including, without limitation, with respect to any compensation disclosure obligations and any other obligations it may have governing its relationships with its clients.
7. **Compliance with Company Policies.** GA shall comply, and shall ensure its employees comply, and shall instruct and encourage its Other General Agents to comply with all policies, practices, procedures, processes and

rules of Company. GA shall promptly notify Company if GA or any of its employees or Other General Agents are not in compliance with any Company policy, procedure, process or rule.

8. **Insurance.** GA shall have and maintain Errors and Omissions liability insurance covering GA and GA's employees during the term of this Agreement in an amount and nature, and with such carrier(s) satisfactory to Company and provide evidence of such insurance to Company upon request.
9. **Fiduciary Responsibilities.** GA shall be responsible for all money collected by GA, GA's employees and its Other General Agents on behalf of Company and shall remit to Company all payments and collections received for or payable to Company from Other General Agents, applicants, customers, or others no later than 15 days after receipt, or within any shorter period required by law. All money tendered as payment shall always be the property of Company and shall be held by GA purely in a fiduciary capacity and not for GA's own benefit. GA is not authorized to spend, cash or deposit for any purpose any portion of such money.
10. **Records.** Except as provided in the Confidentiality and Privacy Amendment, GA shall keep regular and accurate records of all transactions related to this Agreement for a period of at least five years from the date of such transactions, or longer if required by federal or state law or regulation.
11. **Advertising Materials.** GA shall obtain Company's written approval prior to using any advertising material or script identifying Company or Products, except such material provided by Company and used pursuant to Company's instructions.
12. **Notice of Litigation or Regulatory Proceeding.** GA shall promptly notify Company upon receiving notice of potential, threatened, or actual litigation or any regulatory inquiry or complaint with respect to this Agreement or any Product. Company shall have final decision-making authority to assume the administration and defense of any such action. A copy of the correspondence or document received shall accompany each notice.
13. **Delivery of Documents to Customers.** Upon request from Company, GA shall deliver to its customers any information that Company provides to GA for the purpose of fulfilling Company's obligation to provide such information to the customer, including without limitation, Schedule A to Form 5500 and any other information relating to compensation paid to GA by Company. GA shall deliver such information to its customers within the time period required by ERISA or other applicable law or as otherwise instructed by Company.

D. **LIMITATIONS.** GA, either directly or through its employees or Other General Agents, shall not:

1. **Expense or Liability.** Incur any expense or liability on account of, or otherwise bind Company without specific prior written approval from an Authorized Representative.
2. **Alteration.** Alter any advertising materials or make, alter, waive or discharge any contracts or Products on behalf of Company.
3. **Premium Payments and Reinstatement.** Extend the time for payment of any premium or waive any premium, or bind Company to reinstate any terminated contract, or accept payment in any form other than a customer check or money order payable to the Company or other method authorized by Company.
4. **Respond in Connection with Proceeding.** Institute or file a response to any legal or regulatory proceeding on behalf of Company in connection with any matter pertaining to this Agreement or any Product, without Company's prior written consent.
5. **Replacement.** Replace any existing insurance product or annuity contract unless the replacement is in compliance with all applicable laws and regulations and is in the best interest of the customer. The decision whether to replace an insurance product or annuity contract should be made by the customer. To help the customer make a decision regarding any proposed replacement, GA must provide the customer with full disclosure (both positive and negative) of all relevant information.
6. **Misrepresentation.** Misrepresent or induce any Other General Agent to misrepresent, any provision, benefit, or premium of any Product.

E. **COMPENSATION ADMINISTRATION.**

1. **Accounting.** Company will account to GA for payable commissions based upon initial and renewal premiums received and accepted by Company for policies issued upon applications submitted by or through GA. Company reserves the right to freeze GA's account for a reasonable period of time to ensure that funds are available to reimburse the Company for any Indebtedness.
2. **Effect of Return of Premium.** Except where provided on a Compensation/Product Schedule, if any premiums shall be returned by Company on any policy or contract, or should Company become liable for the return thereof for any cause either before or after the Termination Date, GA shall pay to Company all compensation previously paid or credited to GA's account on such returned premium.

3. **Set-Off.** Company is authorized to set-off and apply any and all amounts due to GA from Company under this Agreement to any and all obligations or Indebtedness of GA or its employees, Other General Agents or affiliates to Company or its affiliates. This right of set-off does not require Company to make any prior demand upon GA, and the right exists irrespective of whether the obligations of GA or its affiliates are contingent or unmatured. The rights of the Company under this Section E.3 are in addition to any other rights and remedies which the Company may have under this Agreement or otherwise.
 4. **Interest.** Interest will accrue on any amount due under this Agreement, which has not been paid within 30 days of receipt of written demand for such amount at the rate of one percent per month, or the highest rate permitted by law, whichever is lower.
 5. **Limitation of Compensation Actions.** Any claim by GA regarding compensation must be brought within one year from the date the compensation was reported on an accounting issued from Company to GA. Any claim regarding compensation must be brought against the corporation which issued the Compensation/Product Schedule to which the claim relates.
- F. **TERMINATION WITH OR WITHOUT CAUSE.** In addition to the termination provisions set forth in the Confidentiality and Privacy Amendment, GA or Company shall have the right at any time to terminate this Agreement, with or without cause, upon written notice to the other party. Termination shall be effective as of the Termination Date.
- G. **INDEPENDENT CONTRACTOR.** GA is an independent contractor and not an employee of Company. Subject to legal and regulatory requirements, GA shall be free to exercise GA's own judgment as to the persons from whom GA will solicit and the time and place of such solicitation.
- H. **INSPECTION OF BOOKS AND RECORDS.** Company shall have the right, during normal business hours and with reasonable notice, to inspect, audit and make copies from the books and records of the GA for the purpose of verifying GA's compliance with the provisions of this Agreement.
- I. **INDEMNITY AND HOLD HARMLESS.** Each party shall indemnify and hold the other party harmless from any liability, loss, costs, expenses (including reasonable attorneys' fees incurred by the indemnified party) or damages, including punitive and extra-contractual damages, resulting from any act or omission of its obligations provided in this Agreement by the indemnifying party or any of its employees or Other General Agents in the performance of its duties under this Agreement or other agreements with Company, including without limitation, any breach of its obligations provided under this Agreement.

J. **GENERAL.**

1. **Issue and Product Type.** Company shall retain the right to decide whether to issue or withdraw a Product and determine the type of Product to be issued or withdrawn. Company may discontinue or change a Product at any time.
2. **Producer of Record.** The producer of record for any Product shall be determined by Company records. Company reserves the right to change the producer of record according to Company procedures and shall have no obligation to designate a successor producer of record.
3. **Notice.** Any notice required or permitted to be sent to Company under this Agreement shall be delivered personally or sent by U.S. Mail with all postage prepaid or by express mail to:

**Producer Services
Mutual of Omaha Insurance Company
Mutual of Omaha Plaza
Omaha, Nebraska 68175-0001**

4. **Entire Agreement.** This Agreement, the Confidentiality and Privacy Amendment and the Compensation/Product Schedules constitute the entire agreement between the parties regarding the Products sold under this Agreement.
5. **Governing Law.** With respect to Companion Life Insurance Company, this Agreement shall be governed by the laws of the State of New York, without giving effect to that State's principles of conflicts of law. With respect to any other Company, this Agreement shall be governed by the laws of the State of Nebraska, without giving effect to that State's principles of conflicts of law.
6. **Severability.** In the event any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in effect.
7. **No Waiver.** Failure of Company to enforce any provision of this Agreement shall not operate to waive or modify such provision or render such provision unenforceable.
8. **No Assignment or Change.** Except for Compensation/Product Schedules, Confidentiality and Privacy Amendments and other amendments to the Agreement which are required by federal, state or local laws or regulations, no modification, amendment or assignment of this Agreement shall be valid unless approved in writing by an Authorized Representative. Compensation/Product Schedules, Confidentiality and Privacy Amendments and other amendments to the Agreement which are

required by federal, state or local laws or regulations may be distributed only by Company but need not be signed by either party to be effective.

9. **Survival.** GA's appointment pursuant to Section A of this Agreement shall immediately terminate on the Termination Date. Except for Sections C.2 and C.3 of this Agreement, all other provisions of this Agreement shall survive its termination.
 10. **Beneficiary.** If GA is an individual, then GA designates the beneficiary specified on the signature page or such other party or parties as GA may designate by written notice delivered to and recorded by Company, as beneficiary for payment of any compensation becoming due after GA's death.
 11. **Headings.** Any section or other heading contained in this Agreement are for reference purposes and convenience only and shall not affect, in any way, the meaning and interpretation of this Agreement.
 12. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- K. **DEFINITIONS.** The following terms have the following meanings. Any singular word shall include any plural of the same word.
1. **"Authorized Representative"** means the Chief Executive Officer or President of a Company or an individual authorized in writing by the Chief Executive Officer or President.
 2. **"Compensation/Product Schedule"** means a Company's distributed commission schedule that (a) specifies the amounts and conditions under which commissions will be due and payable to GA for any Product, and (b) is made a part of this Agreement.
 3. **"Indebtedness"** means any amounts owed by GA to Company, including but not limited to (a) the chargeback of any compensation paid or credited to GA under this or any other Agreement, if the monies on which such compensation was based are not collected or are refunded by the Company, (b) any advances made by Company to GA, (c) any expenses incurred by the Company on behalf of GA, and (d) any amount paid by the Company, which in its determination resulted from fraud, misrepresentation or other improper conduct by the GA.
 4. **"Other General Agent"** means any individual or organization, which (a) enters into a general agent, representative or other marketing agreement with Company and (b) submits Product applications that designate GA.

5. **“Product”** means any insurance policy, contract, investment vehicle or other offering identified in any Compensation/Product Schedule.
6. **“Termination Date”** means the later to occur of (a) the date on which GA or Company sends written notice of termination to the other party, or (b) the date specified by GA or Company in a written notice of termination to the other party.
7. **“Vested Compensation”** means compensation identified as vested on a Compensation/Product Schedule and that may be paid to GA after the Termination Date if (a) the policy related to the Product remains in force, (b) the premiums for the policy are paid to Company, and (c) if GA is the writing agent, GA remains the producer of record.

**MUTUAL OF OMAHA INSURANCE COMPANY
ON BEHALF OF IT AND ITS AFFILIATES SET FORTH
IN COMPENSATION/PRODUCT SCHEDULES
ATTACHED TO THIS AGREEMENT**

**TO BE COMPLETED BY GENERAL AGENT
FOR ALL STATES**



GENERAL AGENT

By: **See Contract Information and Signature Form (section 3)**
(Signature)

GENERAL AGENT AGREEMENT

**MUTUAL OF OMAHA INSURANCE COMPANY
ON BEHALF OF IT AND ITS AFFILIATES SET FORTH IN
COMPENSATION PRODUCT SCHEDULES
ATTACHED TO THIS AGREEMENT**

By: _____

Name: _____

Title: _____

Date: _____

Please do not complete this page. If approved, you will receive an executed copy of this contract page.

CONFIDENTIALITY AND PRIVACY AMENDMENT

This Confidentiality and Privacy Amendment (this “Amendment”), is made part of and incorporated into the General Agent Agreement between GA and Company (the “Agreement”), and is effective on the effective date of the Agreement. This Amendment supersedes and replaces in its entirety all prior versions of this Amendment. If there are any inconsistencies between this Amendment and the Agreement, the terms of this Amendment shall control.

A. **Definitions.** The following terms shall have the following meanings:

1. **“Business Information”** means information, which relates to customers or the business of Company including without limitation, sales and rate information, software, business plans and operating strategies, Product information, and material identifying an association with the Company. Business Information does not include information that (i) relates to direct or indirect compensation payable, paid or provided to GA under the Agreement; (ii) is or becomes part of the public domain or is publicly available through no act or omission or through no breach of any contract; (iii) is known at the time of disclosure without an obligation to keep it confidential, as evidenced by documentation in possession at the time of such disclosure; (iv) becomes rightfully known from another source; or (v) is similar to Business Information which is independently owned and developed by GA.
2. **“Confidential Information”** means Business Information and Personal Information created by or received from or on behalf of Company.
3. **“HIPAA Privacy and Security Rules”** means the Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR part 160 and part 164, as may be amended from time to time.
4. **“Information Security Breach”** means the unauthorized acquisition, access, use, disclosure, transmittal, storage or transportation of Confidential Information which is not permitted by law or by the terms of this Amendment, including, but not limited to, a Security Incident.
5. **“Personal Information”** means a first name or initial, and last name, in combination with any demographic, medical or financial information such as age, gender, address, Social Security number, past, present or future physical or mental health condition or treatment, debt status or history, income and other similar individually identifiable personal information which is not publicly available. The term “Personal Information” includes, but is not limited to, Protected Health Information.

6. ***“Protected Health Information”*** shall have the same meaning as that assigned in the HIPAA Privacy and Security Rules limited to the information created or received from or on behalf of Company.
7. ***“Representatives”*** means all directors, officers, employees, agents, consultants, Subcontractors, professional advisors and affiliates of GA.
8. ***“Security Incident”*** means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information, or interference with system operation, in an electronic information system containing Confidential Information.
9. ***“Subcontractors”*** means all persons to whom GA delegates a function, activity or service under the Agreement, other than in the capacity of a member of the workforce of GA.

B. GA’s Obligations Regarding Confidential Information.

1. ***Confidentiality.*** GA agrees to retain all Confidential Information in strict confidence, and shall not use, disclose, transmit, store or transport Confidential Information except for purposes related to the GA’s performance of obligations under the Agreement. GA is responsible to Company for a breach of the terms of this Amendment and for any Information Security Breach by itself or its Representatives.
2. ***Reporting Unauthorized Use, Disclosure, Information Security Breach or Successful Security Incident.*** GA agrees to report to Company any unauthorized use, disclosure, Information Security Breach and any successful Security Incident of which it becomes aware. Any report made pursuant to this Section 2(b) shall be made as soon as possible, but in no event later than three (3) business days following the date that GA becomes aware of such unauthorized use, disclosure, the Information Security Breach or successful Security Incident. GA shall take action(s) requested by Company to document and mitigate the unauthorized use, disclosure, Information Security Breach or successful Security Incident. GA shall cooperate in evaluating the necessity of providing any and all notices of an unauthorized use, disclosure, Information Security Breach or successful Security Incident as deemed advisable or as otherwise required under applicable laws or regulations.
3. ***Return of Confidential Information.*** GA will promptly return or destroy all Confidential Information and retain no copies of it (i) upon termination of the Agreement, for any reason; (ii) once the Confidential Information is no longer needed to perform a service under the Agreement; (iii) if GA is not required by law to retain the Confidential Information; or (iv) once the Confidential Information has been retained through the end of the GA’s record retention requirements. Upon written request of Company, the destruction or return of the Confidential Information shall be confirmed in

writing. If the return or destruction of the Confidential Information is not feasible, or the Agreement requires Confidential Information to be retained after termination of the Agreement, GA shall provide to Company notification of the conditions that make the return or destruction not feasible, and the protections of the Agreement and this Amendment shall be extended for so long as GA maintains the Confidential Information. GA's use and disclosure of such Confidential Information shall be limited to those purposes that make the return or destruction of the Confidential Information not feasible or required.

4. ***Disposal of Confidential Information.*** GA agrees to maintain a security policy for the disposal of paper and any other media that contains Confidential Information that includes a technology or methodology that will render the Confidential Information unusable, unreadable or indecipherable.
5. ***Cost of an Information Security Breach.*** GA shall pay Company all costs or expenses that result from GA's acts or failure to act that result in an Information Security Breach.

C. **Permitted Uses and Disclosures by GA.** Unless otherwise prohibited by the Agreement, this Amendment or state or federal applicable laws or regulations, including the HIPAA Privacy and Security Rules, GA may use, disclose, transmit, store and transport Confidential Information:

1. for the proper management and administration of GA's business, provided that the use, disclosure, transmittal, storage and transportation are required by law, or GA obtains reasonable assurances from the entity or person to whom the Confidential Information is disclosed that it will remain confidential and be used, disclosed, transmitted, stored, or transported only as required by law or for the purpose for which it was disclosed to the person;
2. to carry out the legal responsibilities of the GA;
3. to its Representatives if the Representatives are first informed of the confidential nature of such information and the obligations set forth herein, and agree to be bound thereby; and
4. to its Subcontractors if Subcontractors have entered into a written agreement with GA under which Subcontractors agree to be bound by the obligations in this Amendment.

D. GA's Additional Obligations Regarding Protected Health Information. GA acknowledges that it is subject to the following requirements to the same extent as applicable to Company:

1. to comply with subpart C of 45 CFR part 164 of the HIPAA Privacy and Security Rules, requiring development, implementation, maintenance and use of administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Protected Health Information, that it creates, receives, maintains or transmits on behalf of Company;
2. at the request of and in the time, manner and means, electronic or otherwise, as specified by Company, to provide access to Protected Health Information to Company, or as directed by Company, to an individual in order to meet the requirements of the HIPAA Privacy and Security Rules;
3. to make any amendment(s) to Protected Health Information that Company directs or agrees to pursuant to HIPAA Privacy and Security Rules in the time and manner designated by Company;
4. to document and maintain information on any disclosure of Protected Health Information for at least six (6) years, and upon request, in the time, manner and means designated by Company, make any information about the disclosure of Protected Health Information available to Company in order for Company to meet the accounting requirements of the HIPAA Privacy and Security Rules;
5. to make Protected Health Information and its internal practices, books and records, including policies and procedures, relating to the use and disclosure of Protected Health Information, available to the Secretary of Health and Human Services or to a state Attorney General for purposes of determining the GA's compliance with the HIPAA Privacy and Security Rules; and
6. upon written request of Company, to provide Company a report of Security Incidents of which it becomes aware that are attempted but not successful.

E. General Security Requirements.

1. GA shall have a written, comprehensive information security program for the establishment and maintenance of a security system covering all electronic equipment, including its computers and any wireless system that, at a minimum, have the following elements:
 - (a) Secure user authentication protocols that include:

1. control of user IDs and other identifiers;
2. a secure method of assigning and selecting passwords, or use of unique identifier technologies, such as biometrics or token devices;
3. control of data security passwords to ensure that such passwords are kept in a location and/or format that does not compromise the security of the data they protect;
4. restricting access to active users and active user accounts only;
5. blocking access to user identification after multiple unsuccessful attempts to gain access or limitation placed on access for the particular system;
6. prohibitions against sharing or migrating access privileges to another individual; and
7. assignment of access privileges only to identifiable, individual accounts, and all activity conducted by these accounts must be auditable.

(b) Secure access control measures that:

1. restrict access to records and files containing Confidential Information to those who need such information to perform their job duties; and
 2. assign unique identifications plus passwords, which are not vendor supplied default passwords, to each person with computer access, that are reasonably designed to maintain the integrity of the security of the access controls.
2. Company may require GA to have an annual review and/or an annual technical audit of its security policies and practices by Company, or, at GA's option and expense, an independent auditor, to ensure compliance with this Amendment. The third party audit report, including recommendations for remedying deficiencies where appropriate, will be provided to Company within seven (7) business days of receipt of the report by GA. GA shall have thirty (30) calendar days to implement remedies to any identified deficiencies, and notify Company that such deficiencies have been addressed. GA's failure to remedy the identified deficiencies shall be considered in breach of this Section 5.
 3. GA will encrypt all records and files containing Confidential Information that are transmitted across public networks or transmitted wirelessly.

4. GA will monitor systems for unauthorized use of or access to Confidential Information.
5. GA will encrypt all Confidential Information stored on laptops or other portable devices.
6. For files containing Confidential Information on a system that is connected to the Internet, GA will maintain up-to-date firewall protection and operating system security patches designed to maintain the integrity of the Confidential Information.
7. GA will maintain up-to-date versions of system security agent software which includes malware protection and up-to-date patches and virus definitions, or a version of such software that can still be supported with up-to-date patches and virus definitions, and is set to receive the most current security updates on a regular basis.
8. GA will educate and train employees on the proper use of the computer security system and the importance of Confidential Information security. In addition:
 - (a) GA will designate one or more employees to maintain the comprehensive information security program.
 - (b) GA will identify and assess foreseeable internal and external risks to the security, confidentiality and/or integrity of any electronic, paper or other records containing Confidential Information, and will evaluate and improve, where necessary, the effectiveness of their current safeguards for limiting such risks, including but not limited to: (A) ongoing employee (including temporary and contract employee) training; (B) employee compliance with policies and procedures; and (C) means for detecting and preventing security system failures.
 - (c) GA will maintain a security policy for Representatives that protects records containing Confidential Information that are transported outside of business premises.
 - (d) GA will impose appropriate disciplinary measures for employees that violate their comprehensive information security program rules.
 - (e) GA will have processes in place to prevent terminated employees from accessing records containing Confidential Information by immediately terminating their physical and electronic access to such records, including deactivating their passwords and user names.

- F. **PCI-DSS Requirements for GA.** GA will not store any credit or debit card data. If GA transmits any credit or debit card data for any reason pursuant to the terms of the Agreement or this Amendment, GA will employ safeguards that comply with the Company's policies and the Payment Card Industry Data Security Standard (PCI-DSS), as may be amended from time to time.

G. **General Provisions.**

1. **Compliance with Laws.** GA shall comply with its obligations under the Agreement, this Amendment and under any state or federal laws or regulations as may now be in effect or as may hereafter be enacted, adopted or determined regarding the confidentiality, use, disclosure, transmittal, storage or transportation of Confidential Information.
2. **Amendment.** This Amendment shall be amended to conform to any new or different legal requirements that result from any changes, revisions or replacements of any applicable laws or regulations as may now be in effect or as may hereafter be enacted, adopted or determined regarding the confidentiality, use, disclosure, transmittal, storage or transportation of Confidential Information, including, without limitation, the HIPAA Privacy and Security Rules, on or before the effective date thereof. Company may change, revise or replace this Amendment in its sole discretion upon notice to GA without the consent of GA. In the event of a conflict between the requirements of this Amendment and those of the HIPAA Privacy and Security Rules, the HIPAA Privacy and Security Rules shall control.
3. **Termination for Cause.** In addition to any other termination provisions contained in the Agreement, a party may terminate the Agreement upon written notice to the other party that they have breached a term of this Amendment.
4. **Disclosures Required By Law or a Governmental Authority.** If GA is required to disclose Confidential Information in response to legal process or a governmental authority, GA shall immediately notify and, upon request, cooperate with Company in connection with obtaining a protective order. GA shall furnish only that portion of the Confidential Information which it is legally required to disclose and shall use commercially reasonable efforts to ensure that Confidential Information is treated confidentially.
5. **Equitable Relief.** GA acknowledges that the Confidential Information it receives is confidential and/or proprietary to Company, that disclosure thereof could be seriously harmful to the business prospects of Company, that Company may not have adequate remedies at law for a breach of the confidentiality obligations hereunder and that money damages may be difficult or impossible to determine. Accordingly, GA agrees, in addition to all other remedies available at law, that, in the event of a breach or threatened breach of this Amendment, Company shall be entitled to (i)

seek and obtain equitable relief, including injunctive relief, and (ii) reimbursement of all attorneys' fees and court costs arising in connection with seeking and obtaining such equitable relief.

6. ***Material Obligation/Survival.*** Each obligation contained in this Amendment is deemed to be a material obligation of the parties hereunder and shall survive the termination of the Agreement.
7. ***Interpretation.*** In the event of an inconsistency or conflict between the terms of the Agreement and the terms of this Amendment, this Amendment shall control. Any such inconsistency or conflict shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Privacy and Security Rules or any other applicable laws or regulations regarding the confidentiality of Personal Information. This provision shall supersede any similar provision in the Agreement. In the event of an inconsistency between the provisions of this Amendment and mandatory provisions of the HIPAA Privacy and Security Rules or any other applicable laws or regulations regarding the confidentiality of Personal Information, as may be amended from time to time, the HIPAA Privacy and Security Rules or any other applicable laws or regulations regarding the confidentiality of Personal Information, including, without limitation, any definitions in any applicable laws or regulations, shall control. Where provisions of this Amendment are different than those mandated in the HIPAA Privacy and Security Rules or any other applicable laws or regulations regarding the confidentiality of Personal Information, but are nonetheless permitted by such laws or regulations, the provisions of this Amendment shall control.
8. ***Transmission of Confidential Information Outside of the United States.*** No transfer of Confidential Information may be made by GA outside of the United States without the prior, express written authorization of Company.

Acknowledged by Company:

By: 

Name: Rachelle Bruning

Title: Vice President Policyowner Services

**MUTUAL OF OMAHA INSURANCE COMPANY
UNITED OF OMAHA LIFE INSURANCE COMPANY
UNITED WORLD LIFE INSURANCE COMPANY
OMAHA INSURANCE COMPANY
HEALTH ISSUE ADVANCE COMMISSION AMENDMENT**

This Amendment ("Amendment") is part of the General Agent Agreement or Representative Agreement ("Agreement") between General Agent or Representative ("GA/Rep") and each insurance company which executes this Amendment (each a "Company"), and is effective on the date signed or stamped by Company for the latest approved advance commission transmittal, as submitted by your Master General Agency. The parties would like to amend the Agreement to provide for the advancing of certain first year commissions on certain Company health insurance Products.

A. COMMISSION ADVANCES.

1. Company agrees to provide GA/Rep with advances of certain first year commissions ("Advances") upon issuance of certain health insurance Products.
2. GA/Rep may receive Advances on certain health insurance Products as made available to GA/Rep from time to time. Advances will not be made on internal replacement business or affiliate replacement business. Company may make additional Products available for Advances or discontinue Advances on certain Products in its sole discretion.
3. Advances will be paid based on the Company approved advance mode and advance maximum amount per policy assigned to this Amendment. Advances will be calculated in accordance with the terms and conditions established by Company, which may be changed from time to time at Company's sole discretion. Payment of Advances will be included with regular compensation payments made pursuant to the terms of the Agreement.

B. PAYMENT OF ADVANCES. Advances are subject to all provisions of the Agreement. Company shall have absolute and complete discretion to withhold payment of any or all Advances to GA/Rep. Advances may be withheld for any reason, including but not limited to, doubts that a policy will be issued or accepted, failure to submit appropriate premium with applications, and actual or potential Indebtedness by GA/Rep and/or other persons or entities in GA/Rep's down line distribution hierarchy to Company. Further, Company shall have absolute and complete discretion to determine whether applications submitted by GA/Rep qualify for Advances.

C. REPAYMENT OF ADVANCES.

1. Advances generally will be repaid from commissions earned on the Products. However, all Advances are a debt owed by GA/Rep to Company, and GA/Rep agrees to repay any outstanding Advances to Company within ten (10) days of demand for repayment by Company.
2. In addition to the right to repayment set forth in Section C.1 of this Amendment, GA/Rep agrees that the following Advances will be immediately repaid to Company:
 - (a) Advances made on policies which do not issue,
 - (b) Advances made with respect to premium which is refunded for any reason, and
 - (c) Advances made with respect to premium which is not collected by Company.
3. Company may offset any Advance or other sum payable to GA/Rep, specifically including unearned commissions, against any amounts GA/Rep and/or other persons or entities in GA/Rep's distribution hierarchy owe to Company, without regard to whether such amounts relate to Products.

D. AMENDMENT TO INDEMNIFICATION PROVISION. Section I. of the Agreement shall remain in effect in its entirety and shall be supplemented as follows:

"In addition, GA/Rep agrees to indemnify Company for any losses suffered by Company resulting from Company's agreement to make Advances to GA/Rep and/or other persons or entities in GA/Rep's down line distribution hierarchy. Upon GA/Rep's written request, Company shall cease making Advances to GA/Rep and/or other persons or entities in GA/Rep's down line distribution hierarchy, which request shall become effective on the date such request is processed by Company."

E. COLLECTION COSTS. In the event any suit or other action is commenced to enforce any provision of this Amendment or to force repayment of any Advances, GA/Rep agrees to pay such additional sums for attorney fees, costs of suit, collection fees or such other costs and expenses as may be incurred by Company in such suit or action.

F. TERMINATION. This Amendment shall be terminated upon the earlier of:

1. Termination of the Agreement, or
2. Receipt of notice from one party to the other that this Amendment is terminated.

G. MISCELLANEOUS.

1. This Amendment shall only apply to applications submitted by a GA/Rep who has an active contract, license, and applicable state appointment with Company at the time the GA/Rep submits an application to Company.
2. This Amendment shall only apply to applications with an application sign date on or after the effective date of this Amendment, which shall be the date processed in Company's system.
3. All commission calculations will be based on Company records.
4. Advances on Products may be adjusted, modified or eliminated at Company's sole discretion.
5. The administrative rules, practices and procedures regarding Advances may be revised, modified or supplemented by Company from time to time.
6. This Amendment shall be read together and construed as one document with the Agreement, but to the extent of any inconsistency or ambiguity, this Amendment shall govern. Except as specifically provided in this Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect.
7. Capitalized terms not otherwise defined herein shall have the meaning given them in the Agreement.

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**MUTUAL OF OMAHA INSURANCE COMPANY
UNITED OF OMAHA LIFE INSURANCE COMPANY
UNITED WORLD LIFE INSURANCE COMPANY
OMAHA INSURANCE COMPANY
HEALTH ISSUE ADVANCE COMMISSION AMENDMENT**

GENERAL AGENT/REPRESENTATIVE

BY: _____	SOCIAL SECURITY or TAX ID NUMBER: _____
(Signature always required)	
PRINTED NAME: _____	
TITLE: _____ DATE: _____	

Please Note: The completed Advance Commission Transmittal Form must accompany this signed Advance Commission Amendment.

MASTER GENERAL AGENCY

I approve of the Advance of Commission pursuant to this Agreement.

BY: _____	
(Signature always required)	
PRINTED NAME: _____	
TITLE: _____ DATE: _____	

This Amendment is subject to Company's written approval. If Company approves this Amendment, Company will send an executed signature page to the GA/Rep. The executed signature page will become part of this Amendment. The advance mode and the advance maximum amount per policy will be included on the executed signature page.



Advance Commission Transmittal Notice

Mutual, United, United World and Omaha Insurance Companies

If you are interested in taking advantage of the Advance Commission from Mutual, United, United World and Omaha Insurance Companies, please fill out this form and return to Premier Companies. There is a \$1,000 Maximum Amount per Policy.

Please place an "X" in the box next to the requested mode per policy option. The effective date of the chosen advance option will be the date processed in each Company's system. Please note, to be eligible to receive and advance, this transmittal must accompany the Company's completed Commission Advance Signature Page. Upon approval of advance option, an executed signature page will be sent to complete the authorized Amendment.

Thank You.

Life Advance

United of Omaha Living Promise Only

Select Only One Option

- ☐ 6 Months, \$1,000 Maximum per Policy
☐ 9 Months, \$1,000 Maximum per Policy

Health Advance

Mutual, United, United World, Omaha

Select Only One Option

- ☐ 6 Months, \$1,000 Maximum per Policy
☐ 9 Months, \$1,000 Maximum per Policy
☐ 12 Months, \$1,000 Maximum per Policy

Print Name: _____

Email: _____

Signature: _____

Phone #: _____

Date: _____

Direct Deposit Authorization (Broker)



I, the undersigned, do hereby authorize Mutual of Omaha Insurance Company and its insurance affiliates* (Mutual of Omaha) to deposit my check as indicated below. This authority is to remain in full force and effect until Mutual of Omaha have received notification from me of its termination in such time and in such manner as to afford Mutual of Omaha a reasonable opportunity to act on it. In no event shall it be effective with respect to entries processed prior to receipt of notice.

I acknowledge that Mutual of Omaha may reverse or reclaim any credits to my account made in error, as permitted under applicable law and regulation.

I also understand this is not an assignment of commissions, 1099's will continue to be issued to the commission owner.

*United of Omaha Life Insurance Company • United World Life Insurance Company
Omaha Insurance Company • Companion Life Insurance Company

This Electronic Funds Deposit is for:

Individual/Business Name (please print) _____
Name Associated with SSN or Tax ID _____

Signature **X** _____
Authorized signature as shown on the account

Social Security Number or Tax ID _____

Production Number _____

Telephone Number () _____

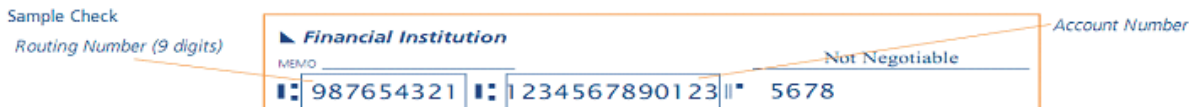
Deposit Type: ☐ New Deposit Account or ☐ Change to Existing Deposit Account

Name of Financial Institution _____

Bank Routing Number _____

Bank Account Number _____

Account Type: ☐ Checking Account or ☐ Savings Account



A VOIDED IMPRINTED CHECK, SAVINGS DEPOSIT SLIP OR LETTER FROM THE BANK MUST BE ATTACHED TO VERIFY ACCOUNT AND ROUTING NUMBERS.

For Direct Deposit Setup Inquiries:

Phone: (800) 867-6873

FAX: (402) 997-1830

Email: contractsandappointments@mutualofomaha.com

For Compensation Inquiries:

Phone: (800) 475-4465

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) ▶

☐ Exempt payee

☐ Other (see instructions) ▶

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

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

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

Employer identification number

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

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:

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

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

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

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

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



PRODUCER AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


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

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

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

Executed as the _____ day of _____ 20_____.

By: _____
Agent's Signature Print Name

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

ADDENDUM A
ASSIGNMENT OF COMMISSIONS AGREEMENT

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

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

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

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

Agent Signature

Date