



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: ☐ Earned

APPOINTMENT INSTRUCTIONS

Appointment Checklist for: **Security Life Dental**

- ☐ Page 1 AHCP Appointment Coversheet (this page)
- ☐ Page 2-6 Producer Contract and Appointment Application
- ☐ Page 7-9 Exhibit A
- ☐ Page 10 ACH Authorization (Security Life pays commission)
- ☐ Page 11 W9
- ☐ Page 12-15 AHCP Producer Agreement

Additional Requirements

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

RETURN INSTRUCTIONS

Scan Email Option: Send to contracting@ahcpsales.com

Fax Option: 888-781-0586

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

**SECURITY LIFE INSURANCE COMPANY OF AMERICA
PRODUCER CONTRACT AND APPOINTMENT APPLICATION**

Please complete all requirements – failure to do so may delay the appointment process.

- _____ 1. COMPLETE APPLICATION FOR APPOINTMENT
- _____ 2. IF COMMISSIONS ARE ASSIGNED COMPLETE QUESTION 5 (ALSO INCLUDE LEGAL NAME OF AGENCY AND TIN#)
- _____ 3. INCLUDE PHOTOCOPY OF CURRENT AGENT LICENSE OR AGENCY LICENSE IF COMMISSIONS ARE ASSIGNED
- _____ 4. COMPLETE ACH FORM FOR DIRECT DEPOSIT OF COMMISSIONS
- _____ 5. COMPLETE W-9 FORM

FOR SLICA HOME OFFICE USE ONLY	
State(s):	Amount Due: \$
Effective Date of Appt.:	Processed By:
Agent Auth #:	EFT:

Rev. 5-2013

INSERT GENERAL AGENT NAME ABOVE

THIS AGREEMENT is made on this day between **Security Life Insurance Company of America** hereinafter referred to as "Company", whose principal office is located at 10901 Red Circle Drive, Minnetonka, Minnesota, and the applicant hereinafter referred to as "Agent". Where the Applicant seeks appointment of an agency and an individual agent, all references herein to "Agent" refer to the individual agent and the agency.

Last Name		First Name (No Initials)		Middle Name		Social Security Number		
Date of Birth		Sex	M	F	Are you a citizen of the United States? Yes			No
Legal Name of Agency						Federal Tax ID		
Home Street Address			City			State	Zip Code	
Business / Mailing Address			City			State	Zip Code	
Home Phone	Business Phone		Fax		Email			
1. Are you currently appointed with Security Life Insurance Company of America? Yes No								
2. Are you submitting an application for Insurance with this application for appointment? Yes No								
3. If Yes, what is the date the Application for Insurance was signed?						Date		
4. List the state(s) in which you are licensed and wish to be appointed:								
State		License #		State		License #		
State		License #		State		License #		
State		License #		State		License #		
5. If you are assigning your commissions to an agency, please give its name and address and check your status with the organization. (Please enclose a copy of your corporate license)								
Name of Assignee				Assignee TIN#				
Street Address			City			State	Zip Code	
Do you carry Errors & Omissions Insurance? Yes No				STATUS: Owner/Partner Corporate Office Agent				

6. FIVE-YEAR EMPLOYMENT HISTORY. Begin with present employment. If self-employed, describe your job and give address and phone number				
Dates	Name of Employer	City	Your Position	Reason You Left
7. Have you ever had an application for an insurance license declined by any insurance department?			Yes	No
8. Have you ever had an insurance license suspended or revoked by any insurance department or had a complaint issued against you by any insurance department?			Yes	No
9. Is any charge by any state currently pending against you or against the agency or any member of the agency?			Yes	No
10. Have you ever been charged with or convicted of a felony or of any crime involving moral turpitude?			Yes	No
11. Are there any outstanding judgments or liens (including state or federal tax liens) against you?			Yes	No
12. Has your appointment ever been terminated by an insurance company for reasons other than lack of production?			Yes	No
13. Does any insurer, insured, or other person claim any indebtedness of you as a result of any insurance transactions or business?			Yes	No

NOTE: A "yes" to any question 7 through 13 requires an explanation below or on separate sheets attached to this form.

REFERENCES

Name	Address	Phone

Recitals

1. Company is engaged in marketing and administration of insurance policies and plans.
2. Agent desires to represent the Company in its business of providing insurance policies and plans.

IN CONSIDERATION of the mutual premises and upon the terms and conditions set forth herein, the parties do hereby agree:

Section One – Relationship with General Agent

I am seeking appointment with the Company as a Subagent of _____ ("General Agent"). I understand that the contract between the Company and General Agent makes General Agent responsible for managing and controlling its producers (including me), and I agree to comply with policies and procedures promulgated by the Company and General Agent hereunder.

Section Two – Duties

- A. Agent agrees to use his/her best efforts to solicit and service insurance policies and plans underwritten by the Company.
- B. Agent is not authorized to incur any indebtedness or liability, or to make, alter, or discharge contracts, or to waive forfeitures, extend time of payments due, waive payment in cash, or make refunds or rebates, or to establish additional rates on behalf of the Company.
- C. Agent is not authorized to accept or receive money due the Company except in accordance with the rules and regulations of the Company. Cash collected by the Agent from customers in accordance with such rules and regulations for insurance policies and plans underwritten by the Company shall be immediately remitted to the Company. All checks received in accordance with such rules and made payable to the Company shall be immediately remitted to the Company; any check made payable to the Agent shall be endorsed to the Company and immediately remitted to the Company. All other instruments shall be immediately remitted to the Company.
- D. Agent agrees not to otherwise interfere with the other business activities of the Company or its other representatives.
- E. All sales hereunder are subject to approval by the Company at its office. Therefore, all applications and other instruments for insurance coverages hereunder shall be immediately forwarded to the Company.

- F. Agent shall maintain all licensing, continuing education, and other agent compliance requirements of the insurance laws and regulations of each jurisdiction in which he/she solicits sells and services insurance policies and plans for the Company.
- G. Agent shall not attempt or effectuate a bulk transfer of policies and plans sold hereunder to another insurance carrier (whether by "rolling" or "rewriting" such business or otherwise).
- H. Agent shall enter into a Business Associate Agreement with the Company in the form attached hereto as Exhibit A. Agent shall comply with the requirements set forth in Exhibit A pertaining to the use and disclosure of Protected Health Information, as defined by the Standards for the Privacy of Individually Identifiable Health Information promulgated by the Department of Health and Human Services, located at 45 C.F.R.160.103. Agent acknowledges that Exhibit A shall be deemed automatically amended or modified as necessary to comply with the then current requirements of the HIPAA Privacy Rule and any similar state law, including any then current requirements of the HITECH Act or Regulations promulgated thereunder or any similar state law.

Section Three – Territory

This Agreement does not assign a sales territory to the Agent. Agent represents and warrants that he/she will solicit, sell and service insurance policies and plans for the Company pursuant to this Agreement only in states where the Agent has secured appropriate licensure and has the legal right to solicit, sell and service such insurance.

Section Four – Compensation

Agent acknowledges and agrees he/she does not have any contractual or legal right to receive commissions or other compensation directly from the Company, and that General Agent is solely responsible for payment of Agent commissions and compensation. In the event that the Company, at the request of General Agent, agrees to pay commissions or other compensation directly to the Agent, such commissions or other compensation will be paid in accordance with the then current Schedule of Commissions and the General Agent Hierarchy Schedule, as provided to the Company by GA. Copies of the current versions of the Schedule of Commissions and the General Agent Hierarchy Schedule are attached hereto. Agent acknowledges that: (i) these documents are subject to amendment from time to time without the Agent's consent; (ii) that General Agent, and not the Company, will be responsible for providing the Agent with the amended Schedule of Commissions and/or General Agent Hierarchy Schedule; and (iii) that the Company shall be entitled to rely on commission and compensation information provided by GA to the Company.

Section Five – Confidentiality and Return of Materials

Agent agrees to maintain the confidentiality of any and all of the Company's confidential, proprietary or trade secret information disclosed to the Agent (whether by the Company or General Agent) hereunder using the same degree of care the Agent uses to maintain the confidentiality of its own confidential, proprietary or trade secret information. On termination of this contract by either party, all confidential, proprietary or trade secret information, including but not limited to all sales manuals, brochures, applications, forms, premium information, customer account lists, invoices and other sales materials and any copies thereof shall be promptly returned to the Company by the Agent.

Section Six – Indebtedness

Any indebtedness of the Agent to the Company shall be a first lien against any commissions due the Agent, his/her representatives, or assigns under this Agreement and such commissions shall be applied first to liquidate such indebtedness.

Section Seven – Arbitration

Should a dispute or claim arise or remain unresolved between the Company and Agent under this Agreement, both parties agree to arbitrate according to the rules of the American Arbitration Association. The prevailing party in any arbitration shall be entitled to reasonable attorney's fees, if any, and other expenses incurred in connection with such arbitration. This Section Seven shall survive termination of this Agreement.

Section Eight – Termination

This Agreement may be terminated by either party on not less than thirty (30) days written notice. If termination is by the Company, it is agreed that such termination may be with or without cause.

Section Nine – Modifications

This Agreement does not preclude the Company from amending or rescinding any insurance contract written pursuant to this Agreement. Unless otherwise stated herein, the terms of this Agreement shall not be altered, amended or modified except in writing signed by the Agent and a duly authorized representative/officer of the Company.

Section Ten – Governing Law

This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of Minnesota.

Section Eleven – Advertising

Agent shall have the authority to prepare and publish advertisements relating to insurance policies and plans underwritten by the Company in any media whatsoever, which advertisements may be directed at prospective applicants, current insureds or otherwise, provided however that the Agent shall, and shall contractually require its employees to, submit all such advertisements, including, without limitation, brochures, circulars, sales tracts, websites, radio and tv scripts, presentations and any other item, regardless of the medium or dissemination method, to the Company thirty (30) days in advance of the proposed publication for the Company's prior written approval, which approval shall not be unreasonably withheld.

If the Agent makes advertisements on behalf of the Company, the Agent shall, and shall contractually require its employees to, fairly and truthfully advertise the Company's products, and shall not, and shall contractually forbid its employees from, advertising or communicating information to applicants, policyholders, insureds or any other person in a manner which is deceptive, misleading, unlawful, untruthful or constitutes a misrepresentation of fact or an omission of a material fact, or is not otherwise in compliance with advertising requirements of applicable governmental authorities.

Section Twelve – Ownership and Usage of Trademarks

The Company grants to the Agent, for Agent's non-exclusive use during the term of this Agreement, a non-exclusive and non-transferable license to use such trademarks, service marks, and proprietary words and symbols which the Company has adopted or may adopt from time to time (collectively "Company Trademarks"), for the limited purpose of advertising and promotion of policies and plans marketed hereunder, subject to the limitations of Section Eleven above. Agent shall not adopt any deceptively similar mark. Agent further agrees that it will not license, assign, transfer, or enter into any agreements with any third parties that purport to authorize or consent to such third party's use of the Company Trademarks, or any other deceptively similar trademark.

Agent agrees for itself and any successors, assigns, affiliates (any person or entity controlled by, controlling or under common control with such party) or its other legal representatives, not to challenge, contest or dispute the ownership of any of the Company Trademarks and registrations or any future registrations for any other Company Trademarks that are consistent with the provisions of this Agreement.

In the event the Agent utilizes the Company Trademarks as authorized by this Agreement, the Agent shall identify all product features in such advertising which are not Policies as non-policies that are not those of the Company.

Section Thirteen – Indemnification

Agent agrees to indemnify and hold harmless the Company from all losses, expenses, costs or damages, including reasonable attorneys' fees and expenses, resulting from any acts or omissions by the Agent which violate the terms of this Agreement or applicable laws, rules or regulations. In the event that the Company shall assert any rights under this Section, the Company shall have the right to withhold all compensation then due or to become due to the Agent and to apply the same against the hold harmless obligations of the Agent to the extent determined by the Company. The Company agrees to indemnify and hold harmless the Agent from all losses, expenses, costs or damages, including reasonably attorneys' fees and expenses, resulting from any acts or omissions of the Company or its employees which violate the terms of this Agreement or applicable laws, rules or regulations.

Section Fourteen – General Provisions

A. Records and Accounting

Agent shall maintain in good order the records and account of business transacted on behalf of the Company for inspection by, or delivery to the Company upon request.

B. Waiver

The failure of the Company to declare any default under this Agreement when a default becomes known to the Company shall not operate as a waiver of such conditions, nor release the Agent from Agent's obligations to perform strictly in accordance with the terms of this Agreement.

C. Legal Proceedings or Insurance Department/Consumer Complaints

Agent shall promptly transmit to the Company within twenty-four (24) hours of receipt any documents served upon the Agent in connection with any legal proceedings by or against the Company, or any insurance department or other consumer complaint received by the Agent. Agent shall cooperate with the Company to provide any documents or other information required to respond to any insurance department or consumer complaint.

D. Errors and Omissions Coverage

Agent agrees to obtain Errors and Omissions coverage in accordance with the rules of the Company now in force and as may hereafter be adopted, and proof of such coverage must be provided to the Company upon request. Agent will immediately notify the Company if such coverage is terminated for any reason.

E. Miscellaneous

To the extent this Agreement may be in conflict with a law or regulation, the Agreement will be construed consistent with that law or regulation. The invalidity or illegality of a provision of this Agreement will not affect the validity or legality of the remainder of the Agreement unless elimination of the invalid or illegal provisions would cause the Agreement to fail an essential purpose. Titles and headings used in this Agreement are for reference purposes only and are not a part of this Agreement.

F. No Assignment by Agent

This Agreement, and the performance of any duty or obligation hereunder, may not be assigned or delegated by the Agent without the prior written consent of the Company.

G. Agent as Independent Contractor

Agent shall at all times be deemed an independent contractor with respect to the services provided hereunder, and in no event shall this Agreement be construed to create a joint venture, partnership or an employer/employee relationship between the parties hereto.

Section Fifteen – Agent Representations

I certify, under penalty of perjury, that all answers and responses to questions or inquiries contained in this application are true, correct, and complete answers and responses. I further certify that I have read and am familiar with the sections of the insurance code in the state(s) which I am seeking appointment and that I am withholding no information which would affect my qualification for this appointment with the Company.

I authorize the Company and its agents and/or assigns to obtain information and I authorize any insurance carrier or agency with which I am or have been affiliated to release information concerning my character, general reputation, personal characteristics, credit history, mode of living and other applicable data, as part of my appointment and contracting process. A copy of this authorization is as valid as the original. As evidence of my desire to obtain appointment with the Company, I empower it and/or its agents to retrieve information from all personnel, educational institutions, government agencies, companies, corporations, credit reporting agencies, and law enforcement agencies at the federal, state, or county level, relating to my past activities, to supply any and all information concerning my background, and release the same from any liability resulting in providing such information. The information received may include, but is not limited to, residential, achievement, job performance, litigation, personal history, credit reports, driving history, disciplinary and conviction records. I understand and acknowledge that this is an application only, and that I will not have a contractual relationship with the Company unless and until the Company processes this application and approves my appointment with the Company.

By my signature below, I hereby release any individual or institution, including its officers, employees, or related personnel, both individually and collectively, from any and all liability for damages of whatever kind, which may at the time result to me, because of compliance with this authorization and request to release information or any attempt to comply with it. A copy of this authorization is as valid as the original.

IN WITNESS WHEREOF, the Agent has executed this Agreement as of the date indicated below.

Agent Signature _____ Date _____

Print Name of Agent _____

EXHIBIT A

BUSINESS ASSOCIATE AGREEMENT FOR USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

WHEREAS, this Exhibit A shall be applicable to Protected Health Information (i) received by the Agent from the Company or (ii) created or received by the Agent on behalf of the Company. Such Protected Health Information may be used or disclosed only in accordance with this Agreement and the Health Insurance Portability and Accountability Act ("HIPAA"); and

WHEREAS, the Company may make available and/or transfer to the Agent certain information, in conjunction with goods or services that are being provided by the Agent to the Company, that is confidential and must be afforded special treatment and protection; and

WHEREAS, it is specifically understood by the parties hereto that the provisions of this Exhibit A may be modified prospectively from time to time.

NOW THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, it is agreed as follows:

1. DEFINITIONS: Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Rules, defined below. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Rules, as amended, the HIPAA Rules shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Rules, but are nonetheless permitted by the HIPAA Rules, the provisions of the Agreement shall control:

- a. **PROTECTED HEALTH INFORMATION ("PHI")** shall mean individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual;
- b. **HIPAA RULES** shall mean the **PRIVACY RULE**, and the **Security, Breach Notification, and Enforcement Rules** at 45 CFR Part 160 and Part 164, and any successor statutes or amendments thereto.
- c. **PRIVACY RULE** shall mean the **Standards for Privacy of Individually Identifiable Health Information** at 45;
- d. **CFR part 160 and part 164, subparts A and E;**
- e. **SECRETARY** shall mean the Secretary of the Department of Health and Human Services ("HHS") and any other officer or employee of HHS to whom the authority involved has been delegated;
- f. **USE** shall mean, with respect to PHI, the sharing, employment, application, utilization, examination, or analysis of such information within an entity that maintains such information; and
- g. **DISCLOSE (or DISCLOSURE)** shall mean the release, transfer, provision of access to, or divulging in any other manner of information outside the entity holding the information.

2. AGENT OBLIGATIONS AND LIMITS ON USE AND DISCLOSURE:

- a. Agent agrees that all PHI in any form, including paper record, oral communication, audio recording, and electronic display DISCLOSED to the Agent, or created, received, maintained, or transmitted by the Agent on the Company's behalf shall be subject to this Agreement.
- b. Agent agrees that it shall be prohibited from USING or DISCLOSING PHI for any purpose other than as expressly permitted or required by this Agreement or as required by law.
- c. Agent agrees to make USE and DISCLOSURE and requests for PHI consistent with THE COMPANY'S policies and procedures.
- d. Agent agrees to implement appropriate safeguards and comply with Subpart C of 45 CFR Part 164 to prevent USE or DISCLOSURE of PHI other than as provided for by this Agreement, and

to implement procedures for mitigating, to the maximum extent practicable, any deleterious effect from such USE or DISCLOSURE of PHI.

- e. Agent agrees to report to THE COMPANY any USE or DISCLOSURE of PHI not provided for by this Agreement, including breaches of unsecured PHI as required at 45 CFR 164.410, and any security incident of which it becomes aware. Agent will provide notification to THE COMPANY immediately upon discovery of the USE, DISCLOSURE or breach, and in no event later than five (5) calendar days after discovery.
- f. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), Agent agrees to ensure that any agent or subcontractor to whom it provides PHI received from, or created, received, maintained, or transmitted by the Agent on behalf of THE COMPANY agrees to the same restrictions and conditions that apply to the Agent with respect to such information.
- g. To the extent Agent is to carry out one or more of THE COMPANY'S obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to THE COMPANY in the performance of such obligations.
- h. Agent may not USE or DISCLOSE PHI in a manner that would violate the PRIVACY RULE if done by THE COMPANY.

3. PERMITTED USE AND DISCLOSURE: Agent agrees to USE or DISCLOSE any PHI solely for the purpose of:

- a. Meeting obligations as set forth in any agreements between the Company and the Agent;
- b. For the proper management and administration of the Agent;
- c. As required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom the Company is required to DISCLOSE such information or as otherwise permitted under this Agreement, the existing Administrative Agreement (if consistent with this Agreement and the PRIVACY RULE); and

4. AVAILABILITY OF INFORMATION: Agent agrees to make information available for the following reasons:

- a. For amendment of, and to incorporate any amendments to, PHI in accordance with Section 164.526 of the PRIVACY RULE;
- b. To the extent and in the manner required by Section 164.524 of the PRIVACY RULE;
- c. To provide the required information necessary for an accounting of DISCLOSURES, as required by Section 164.528 of the PRIVACY RULE;
- d. To the Secretary for the purpose of auditing AGENT's records, books and practices related to USE and DISCLOSURE of PHI received from, or created, received, maintained, or transmitted by the Agent on behalf of, the Company to ensure the Company's compliance with the PRIVACY RULE.
- e. Agent agrees to makes its internal practices, books and records relating to the USE and DISCLOSURE of PHI received from, or created, received, maintained, or transmitted by the Agent on behalf of, the Company available to the Secretary for purposes of determining the Company's compliance with the PRIVACY RULE.

5. DURATION OF AGREEMENT: This Exhibit A shall be effective as of the effective date of the Agent Commission Agreement to which this Exhibit A is attached. Termination of this Exhibit A will commence upon the earlier of the following events:

- a. On the date of termination of the existing Agent Commission Agreement between the Company and Agent;
- b. On the date of termination of the Agent's appointment with the Company; or
- c. If the Company determines the Agent has violated a material term of this Exhibit A.

6. UPON TERMINATION: Upon termination of this Exhibit A, if any, Agent agrees to return or destroy all PHI received from, or created, received, or maintained by the Agent on behalf of the Company. If such return or destruction is not feasible, the Agent agrees to extend the protections of this Exhibit A to all PHI received from, or created, received, or maintained by the Agent, and to limit further USE and DISCLOSURE of said PHI to those purposes that make the return or destruction of the information infeasible. If the Agent elects to destroy the PHI, it will present the Company with certification of the destruction. The Agent agrees that its duty to protect the privacy and security of PHI it received from, or created, received, or maintained on behalf of, the Company during the term of this

Exhibit A and the accompanying Agent Commission Agreement, survives termination of this Exhibit A and the accompanying Agent Commission Agreement. Agent shall insure compliance with the requirements of this Section 6 by its agents and subcontractors, if any.

7. ASSIGNABILITY OF AGREEMENT: Agent shall not assign or transfer its rights or obligations under this Exhibit A without prior written consent of the Company.

8. AMENDMENT OF AGREEMENT: No changes in or additions to this Exhibit A shall be recognized unless and until made in writing and signed by an authorized officer or Agent of the Company and the Agent; provided however, that this Exhibit A shall be deemed amended or modified, as necessary, to comply with the requirements imposed by state or federal law governing the privacy and security of PHI.

9. INDEMNIFICATION: Agent agrees to indemnify, defend and hold harmless the Company, its parent companies, subsidiaries, affiliates, Agents, officers, directors and employees from and against any and all liability or expense, including defense costs and legal fees, incurred in connection with claims for damages of any nature, including but not limited to bodily injury, death, personal injury, property damage or other damages arising from the negligent or willful performance or failure to perform its obligations under this Exhibit A.

IN WITNESS WHEREOF, the Agent has executed this Agreement as of the date indicated below.

Agent Signature _____ **Date** _____

Print Name of Agent _____

ACH AUTHORIZATION – In the event that Security Life Insurance Company of America agrees to pay your commissions directly, you may be eligible to receive commissions by direct deposit. In order to preserve eligibility for this benefit, you must complete the following information and return with a “VOIDED” check or savings account.

I hereby authorize Security Life Insurance Company of America (or its designee) and the financial institution listed below to initiate electronic credit entries, and if necessary, debit entries and adjustments for any credit entries in error to my:

☐ checking account ☐ savings account

This authority will remain in effect until I have cancelled it in writing.

AGENT NAME (PLEASE PRINT)

PAYEE (NAME THAT APPEARS ON THE ACCOUNT)

FINANCIAL INSTITUTION

BANK BRANCH

CITY

STATE

SIGNATURE

DATE

TRANSITION ROUTING NUMBER										ACCOUNT NUMBER INFORMATON																

Please allow at least two (2) weeks for the ACH deposit to take effect.

ATTACH VOIDED CHECK HERE:

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

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

☐ Other (see instructions) ▶

☐ Exempt payee

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

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

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

Employer identification number

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ▶

Date ▶

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

PRODUCER AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


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

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

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

Executed as the _____ day of _____ 20____.

By: _____
Agent's Signature Print Name

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

ADDENDUM A
ASSIGNMENT OF COMMISSIONS AGREEMENT

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

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

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

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

Agent Signature

Date