



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: ☐ 3Months ☐ 6Months ☐ 9Months ☐ 12Months ☐ Earned

APPOINTMENT INSTRUCTIONS

Appointment Checklist for: **Cigna Medicare Supplement**

- ☐ Page 1 AHCP Appointment Coversheet (this page)
- ☐ Page 2-4 Agent Application & Profile
- ☐ Page 5-12 Licensed – Only Agent Agreement
- ☐ Page 13-14 Producer's Guide to AML
- ☐ Page 15 Agent's Code of Ethical Conduct Cigna Supplemental Benefits
- ☐ Page 16 Cigna Agent Appointment Fees
- ☐ Page 17 Direct Deposit Authorization (Commissions paid by AHCP)
- ☐ Page 18 W9
- ☐ Page 19-22 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

Rev.052715

**PROSPECTIVE LICENSED-ONLY
AGENT APPLICATION & PROFILE**

Please check each company you wish to be contracted with * herein known as "Company":

☐ American Retirement Life Insurance Company☐ Loyal American Life Insurance Company

Initial states you wish to be appointed in*: _____

*Applications for insurance solicited for a Company or in a State not checked or listed above will be deemed to be an amendment to this application for contracting and be processed by the Company as if this application included that Company or State.

I. PERSONAL INFORMATION

Full Name _____

First Middle Last

ALL ISSUED POLICIES WILL BE MAILED DIRECTLY TO THE POLICY OWNER UNLESS THE FOLLOWING BOX IS CHECKED: ☐ MAIL POLICIES TO AGENT

National Producer Number (NPN) _____ Email _____

Date of Birth _____ / _____ / _____ Gender _____ SSN _____

Residence Address _____

Street City State County Zip

Mailing Address _____

Street City State County Zip

Phone _____ Fax _____ Mobile Phone _____

Providing your cell/mobile number allows us to send text alerts

II. BUSINESS, LICENSE and BANK INFORMATION (Please attach copies of current licenses in all states you wish to be appointed.)**Please fill out all information.**Do you currently have E & O Coverage ☐ Yes ☐ No If "Yes," attach declaration page to application

AGENCY/CORPORATE DATA (complete only if you want to be contracted as an agency or corporation). Corporation must be licensed in order to receive commission. **Note: Both signature lines in Section IV must be signed if applying as agency or corporation.**

Agency/Corporate Name: _____ Corp. Tax I.D. Number: _____

Mailing Address _____

Street City State County Zip

Phone _____ Fax _____ Email _____

Direct Deposit/Automatic Draft Agreement

I authorize Company to initiate electronic debit entries to my account for the payment of my appointment fees (the entry will appear with a description of "Supp Benefits"). This authorization shall remain in full force until Company and Bank have received written notice from me of its termination in such time and manner as to afford the Company and Bank reasonable opportunity to act on it.

Agent Name: _____ Agent No.: _____ Checking ☐ or Savings ☐

Bank Name: _____ Routing No.: _____ Acct. No.: _____

III. BACKGROUND INFORMATION

Please answer all questions. **If you answer "Yes" to any of the questions, please explain in the area below or attach a separate sheet with details.**

- | | | Yes | No |
|----|--|---------------------------------|--------------------------------|
| 1) | Are you or have you ever been appointed with American Retirement Life Insurance Company, Central Reserve Life Insurance Company, Continental General Insurance Company, Loyal American Life Insurance Company, Provident American Life & Health Insurance Company, and/or United Teacher Associates Insurance Company?
Explanation: | <input type="checkbox"/> | <input type="checkbox"/> |
| 2) | Are you currently charged with or have you ever pled guilty or no contest to, or been convicted of, any crime (excluding minor traffic offenses and including disclosure of expunged or sealed records?)
Explanation: | Yes
<input type="checkbox"/> | No
<input type="checkbox"/> |
| 3) | Are you now or have you ever been the subject of any lawsuit, claim, investigation or proceeding alleging breach of trust or fiduciary duty, forgery, fraud, or any other act of dishonesty?
Explanation: | Yes
<input type="checkbox"/> | No
<input type="checkbox"/> |
| 4) | Have you ever had your agent's license or registration suspended or revoked, or are you now, or have you ever been the subject of any professional license/registration or market conduct investigation, claim or proceeding?
Explanation: | Yes
<input type="checkbox"/> | No
<input type="checkbox"/> |
| 5) | Have you ever been involuntarily terminated or permitted to resign from employment or from an agent or representative appointment, with any insurance or other financial services company other than for lack of production?
Explanation: | Yes
<input type="checkbox"/> | No
<input type="checkbox"/> |
| 6) | Has a bonding, surety or E&O provider denied an application or claim, made payment for you or terminated coverage?
Explanation: | Yes
<input type="checkbox"/> | No
<input type="checkbox"/> |
| 7) | Are you delinquent in any personal or business financial obligations, or does any insurance or financial services company hold a claim against you for commission debit balances?
Explanation: | Yes
<input type="checkbox"/> | No
<input type="checkbox"/> |
| 8) | Are there any outstanding judgments, liens or claims against you, including delinquent tax obligations, or have you or any business in which you were or are an owner, partner, officer or director, ever filed bankruptcy?
BANKRUPTCY DISCHARGE/DISMISSAL DATE _____
Explanation: | Yes
<input type="checkbox"/> | No
<input type="checkbox"/> |

IV. NOTICE

I certify that the information contained herein is true and complete to the best of my knowledge and belief. I further understand that failure to provide true and complete information may result in the denial of this request for appointment and/or subsequent termination thereof. I authorize the Company to conduct an investigation concerning my qualifications for appointment including my character, general reputation, credit worthiness, and personal traits and release any person and/or companies contacted from all liability with respect to the information given. I authorize the Company to investigate me now and at any time while I am contracted with the Company and to share any information obtained with: affiliated companies, up-line recruiting agent management and Company management. I further understand that the Company may deny my request for appointment, and may subsequently cancel or rescind my appointment, at its sole discretion. I agree that an electronic version, fax or photocopy of this authorization and release shall be as valid and binding as an original. I understand and agree that, unless otherwise allowed by law, I am not authorized to solicit business for the Company until my license and appointment have been secured. **I certify that I have read and fully agree to the terms and conditions set forth in the Licensed-Only Agents Agreement (Form # CSB-8-0002) including Section 18 which sets forth the terms and provisions relating to Mandatory Mediation, Mandatory Binding and reviewed the AML Producer's Guide (CSB-8-0002b).** Under penalty of perjury, I certify that the Social Security Number or taxpayer identification number shown on this form is my correct taxpayer identification number and I am not subject to backup withholding by the Internal Revenue Service.

For Maine Applicants Only – Upon request, you will be informed whether or not a consumer report was requested, and if such report was requested, the name and address of the consumer reporting agency furnishing the report. Maine residents will be provided a copy of your rights under the Maine Fair Credit Reporting Act.

For Washington Applicants Only – The consumer reporting agency which furnished the report is Business Information Group, P.O. Box 286, Marlton, N.J. 08053; for consumer compliance officer contact 800-260-1680.

For California, Minnesota & Oklahoma Applicants Only – A consumer credit report will be obtained through Business Information Group, P.O. Box 286, Marlton, N.J. 08053. If a consumer credit report is obtained, I understand that I am entitled to receive a copy.

I want a copy ____ (initials); I do not want a copy ____ (initials). If an investigative consumer report and/or consumer report is processed, I understand I am entitled to a copy. I want a copy ____ (initials); I do not want a copy ____ (initials). * California applicants: If you choose to receive a copy of the consumer report, it will be sent within three (3) days of the employer receiving a copy of the consumer report and you will receive a copy of the investigative consumer report within seven (7) days of the employer's receipt of the report (unless you elected not to get a copy of the report). You can find information about the privacy policy and practices of the background check provider before the background check takes place by viewing the privacy policy through B.I.G.'s website, <http://www.bigreport.com/Subpage.aspx?ChannelID=14>.

Signature of individual requesting to be contracted
with Company as a Licensed Only Agent

SIGN HERE

Date

Signature of Corporate Officer of business entity requesting to
be contracted with Company as a Licensed Only Agent

Date

V. TO BE COMPLETED BY UP-LINE RECRUITING AGENT

In consideration of the Company executing this application at my request, the undersigned does personally guarantee the performance of all terms, conditions and covenants of the Licensed-Only Agent's Agreement attached to this Application and assumes personal liability and responsibility for any default in said terms, conditions and covenants. I understand that any and all commissions, both first year and renewal owing to me now or in the future under any contract I have entered into with the Company are hereby assigned as security for the repayment of sums guaranteed by my endorsement hereon and that I am personally responsible upon demand for monies owing hereunder. This guarantee shall survive the termination of any contractual relationship between the affiliates of the Company and the Agent or Up-Line Recruiting.

Printed Name of Up-Line Recruiting Agent AHCP

Signature of Up-Line Recruiting Agent

Agent Number CB90855

Date

LICENSED – ONLY AGENT AGREEMENT

THIS LICENSED-ONLY AGREEMENT ("Agreement") is made and entered into by and between Company with administrative offices at 11200 Lakeline Blvd., Ste 100, Austin, Texas 78717-5964 and the person or entity that executes this Agreement and whose address is set forth in the Prospective Licensed-Only Agent's Application and Profile prepared and submitted in connection herewith (hereinafter, the "Licensed-Only Agent, You, or Your.")

1. **COMPANY DEFINITION** – For purposes of this Contract and any applicable Compensation Schedules, Supplements or Addendums, all references to "Company" shall be defined to include each of the following companies the agent becomes appointed with: American Retirement Life Insurance Company, Central Reserve Life Insurance Company, Continental General Insurance Company, Loyal American Life Insurance Company, Provident American Life & Health Insurance Company and United Teacher Associates Insurance Company.

Section 1: Relationship and Scope of Authority

Subject to the provisions and limitations set forth in this Agreement and in reliance on the promises, representations and warranties of Licensed-Only Agent, Company hereby appoints Licensed-Only Agent to act as an agent for Company, to represent Company in promoting, soliciting sales of, and selling designated products offered by and through Company. The relationship of Licensed-Only Agent and Company shall be that of an independent-contractor relationship, and nothing herein shall be construed to create the relationship of employee and employer, partners or co-venturers. Licensed-Only Agent is free to exercise its own judgment as to the time and manner for performing services required under this Agreement. Licensed-Only Agent is also free to exercise its own judgment as to the persons from whom Licensed-Only Agent will solicit applications and the time and place of solicitation, subject to compliance with applicable law.

Licensed-Only Agent is authorized to solicit applications with respect to the designated insurance products offered for sale through Company, to forward those applications for processing, to collect only the initial premium payment due on such applications in cases where appropriate (e.g., non-payroll deduct cases), to deliver policies of insurance as directed by Company (if the insured(s) is/are in good health and the initial premium has been paid in cases where appropriate (e.g., nonpayroll deduct cases)) and to do any act or perform any duty specifically authorized by Company in writing. Licensed-Only Agent shall make no representations, warranties or commitments of any type to applicants as to the issuance of a policy or coverage of specific medical conditions or claims, nor will Licensed-Only Agent incur any liability or debt on behalf of Company.

Licensed-Only Agent represents and warrants to Company now and at all times during the effectiveness of this Agreement that Licensed-Only Agent holds all licenses, certifications, bonds, and insurance necessary to perform services under this Agreement and on behalf of Company and that the state insurance regulatory authorities and all other appropriate governmental authorities with jurisdiction over Licensed-Only Agent have not revoked, suspended, denied renewal or otherwise imposed restrictions or limitations on Licensed-Only Agent's licenses, certifications or qualifications necessary to perform under this Agreement and on behalf of Company.

Agent's authority shall not extend beyond the limited authority as set forth in this Agreement and in conjunction with that limited authority Agent hereby agrees and acknowledges that Agent has no authority to:

(i) Act in any way contrary to the laws and regulations governing the business of insurance, the ethics of life and health business, including but not limited to, the Agent Code of Ethics and Procedures, and the rules and regulations of Company as described in Company manuals, rate books, and general instructions. (ii) Contract debts or obligations in the name of Company or obligate it in any way; bind or attempt to bind Company by any promise or agreement, including but not limited to, obligation to insure; incur debt, expense or liability in Company's name; make, alter, waive or modify any of the terms or provisions of companies policies, applications or contracts, including riders and amendments; discharge any contract or waive any forfeiture; extend the time for payment of any premium or note; or waive payments in cash; or (iii) Collect any premium, except the initial premium.

Section 2: No Compensation

Company will not compensate Licensed-Only Agent under this Agreement. It is understood and agreed that Licensed-Only Agent is under direct contract with the undersigned Up-Line Recruiting Agent and that Licensed-Only Agent will hold the Up-Line Recruiting Agent solely accountable for any compensation related to its activities hereunder. However, because Company will provide Licensed-Only Agent, and Licensed-Only Agent will use, Company's proprietary written materials, pricing lists, and electronic web-portal, are necessary for Licensed-Only Agent to perform under this agreement. Because that information is Trade Secret Information of Company, Company may enforce the terms of this agreement as Against Licensed-Only Agent.

Section 3: Territory

During the term of this Agreement, Licensed-Only Agent may solicit only in territories in which it and Company are duly licensed and authorized in writing. No territory is assigned exclusively to Licensed-Only Agent, and Company may authorize other agents and producers of Company to solicit sales of, sell and market insurance policies and products offered by Company in such territory. Company may, at any time in its sole discretion, discontinue conducting all or any part of its business within all or any part of Licensed-Only Agent's territory or any other territory even if Company is still licensed and authorized therein.

Section 4: Responsibilities and Restrictions

Licensed-Only Agent shall at all times comply with all of Company's rules and regulations as such may be amended from time to time and with all applicable federal and state laws and regulations. Licensed-Only Agent shall not (i) rebate any premiums or commissions to any party; (ii) make, alter or discharge any contract or policy; (iii) extend time for payment of any premium; (iv) waive any forfeiture, policy provision or premium payment; (v) modify any rate, receipt or requirement; (vi) endorse checks made payable to Company; (vii) advertise or publish any matter or thing concerning Company or its products without filing a proposed copy of such material with Company and obtaining approval, signed by an officer of Company; or (viii) undertake any act on behalf of Company other than as expressly authorized herein.

Licensed-Only Agent agrees to comply with applicable provisions of the Gramm Leach Bliley Financial Modernization Act of 1999, as amended from time to time, and any requirements associated with such Act that may be enacted by any state. To the extent that nonpublic personal information of any individual is disclosed to Licensed-Only Agent, Licensed-Only Agent agrees that it will not disclose or use the information other than to carry out the purposes of this Agreement.

Licensed-Only Agent shall be responsible for acquiring and maintaining all licenses in any territory in which Licensed-Only Agent solicits insurance, as required by applicable law. Licensed-Only Agent shall pay for all license fees, appointment fees, bond fees, and fees and taxes required by any federal, state or local government relative to Licensed-Only Agent. Licensed-Only Agent is solely and strictly responsible for the performance, fidelity and honesty of Licensed-Only Agent's employees and independent contractors, all of whom shall act in accordance with this Agreement. All premiums and funds collected by Licensed-Only Agent in connection with the sale of any insurance policy or product shall be held by Licensed-Only Agent in trust, and Licensed-Only Agent shall act as trustee and fiduciary with respect to those premiums and funds, which will in no event be used by Licensed-Only Agent for personal, business or other purposes.

Licensed-Only Agent agrees to work diligently to prevent lapsing and replacement of insurance effected hereunder. All insurance placed by Licensed-Only Agent shall be the property of Company. Licensed-Only Agent covenants and agrees that it will not hold itself out to the public or others as an employee, partner, co-venturer or Licensed-Only Agent (other than as provided for herein) of Company, and further covenants and agrees that it will not execute contracts binding on Company.

Section 5 : HIPAA Business Licensed-Only Agent Agreement

1. Definitions

Capitalized terms used in this Business Licensed-Only Agent Agreement shall have the meaning ascribed to them by the HIPAA Privacy and Security Rules and the HITECH Act, as applicable. If the meaning of any defined term used herein is changed by amendment to HIPAA or the HITECH Act, then the meaning of such defined term shall automatically change to correspond to the amended definition.

"Breach" shall mean the unauthorized acquisition, access, use, or disclosure of Unsecured PHI which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information. As further provided under the HIPAA Privacy Rule, Breach does not include:

- (i) any unintentional acquisition, access, or use of PHI by an employee or individual acting under the authority of Licensed-Only Agent if such acquisition, access, or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or individual with Licensed-Only Agent; any inadvertent disclosure from an individual who is otherwise authorized to access PHI at a facility operated by Licensed-Only Agent to another similarly situated individual at the same facility; and such information is not further acquired, accessed, used, or disclosed without authorization by any person.

"Data Aggregation" shall mean, with respect to the PHI created or received by Licensed-Only Agent in its capacity as the Business Licensed-Only Agent of Company, the combining of such PHI by Licensed-Only Agent with the PHI received by Licensed-Only Agent in its capacity as a Business Licensed-Only Agent of another Covered Entity, to permit data analyses that relate to the Health Care Operations (defined below) of the respective Covered Entities. The meaning of "Data Aggregation" in this Agreement is consistent with the meaning given to that term in the HIPAA Privacy Rule.

"Designated Record Set" shall have the meaning ascribed to that term by the HIPAA Privacy Rule at 45 C.F.R. §164.501.

"Electronic Media" shall have the meaning ascribed to that term at 45 C.F.R. §160.103 and shall include (i) electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (ii) transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before transmission.

"Electronic PHI" shall mean Protected Health Information that is transmitted by or maintained in Electronic Media as that term is defined at 45 C.F.R. §160.103.

"HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996 and its implementing guidance and regulations, including the HIPAA Privacy Rules and the HIPAA Security Rule, all as may be amended from time to time.

"HIPAA Privacy Rule" shall mean those regulations relating to the privacy of PHI at 45 C.F.R. Parts 160 and 164, as may be amended from time to time.

"HIPAA Security Rule" shall mean those regulations relating to the security of electronic PHI at 45 C.F.R. Parts 160, 162, and 164, as may be amended from time to time.

"HITECH Act" shall mean the Health Information Technology for Economic and Clinical Health (HITECH) Act and its implementing guidance and regulations, all as may be amended from time to time.

"Protected Health Information" or "PHI" shall mean Individually Identifiable Health Information, as that term is defined under HIPAA at 45 C.F.R. §160.103, transmitted or maintained in any form or medium that Licensed-Only Agent creates or receives from or on behalf of Company in the course of fulfilling its obligations under this Agreement or the applicable Licensed-Only Agent Agreements. PHI shall not include (i) education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. §1232g, (ii) records described in 20 U.S.C. §1232g(a)(4)(B)(iv), and (iii) employment records held by Company in its role as employer.

"Record" shall mean any item, collection, or grouping of information that includes PHI and is maintained, collected, used, or disseminated by or for Company.

"Secretary" shall mean the Secretary of the Department of Health and Human Services.

"Security Incident" shall have the meaning set forth in 45 C.F.R. §164.304.

"Treatment", "Payment" and "Health Care Operations" shall have the meaning given to those terms at 45 C.F.R. §164.501, as may be amended from time to time.

"Unsecured PHI" shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary.

2. OBLIGATIONS OF LICENSED-ONLY AGENT

A. Use and Disclosure of PHI

- (i) Except as otherwise limited in this Agreement, Licensed-Only Agent may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Company as specified in the Licensed-Only Agent Agreements, provided that such use or disclosure would not violate the HIPAA Privacy & Security Rules if done by Company or the minimum necessary policies and procedures of Company. Company has the right to amend this Agreement at any time with respect to permitted uses and disclosures by Licensed-Only Agent.
- (ii) To the extent Licensed-Only Agent is to carry out one or more of Company's obligations under Subpart E of 45 C.F.R. Part 164, Licensed-Only Agent agrees to comply with the requirements of Subpart E that apply to the Company in the performance of such obligations.
- (iii) Licensed-Only Agent may use or disclose PHI as required by law.
- (iv) Licensed-Only Agent shall not use or disclose, and shall ensure that its directors, officers, employees, agents, and subcontractors do not use or disclose, PHI in any manner that would constitute a violation of the HIPAA Privacy Rule or the HITECH Act if done by Company, except that Licensed-Only Agent may use and disclose PHI as permitted under the HIPAA Privacy Rule for the proper management and administration of Licensed-Only Agent or to carry out the legal responsibilities of Licensed-Only Agent, provided that disclosures are: (a) required by law or (b) Licensed-Only Agent obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it is disclosed to the person, and the person notifies Licensed-Only Agent of any instances of which it is aware in which the confidentiality of the information has been breached.
- (v) Except as otherwise limited in this Agreement, Licensed-Only Agent may use or disclose PHI to provide Data Aggregation services relating to the health care operations of the Company if such services are required under the Licensed-Only Agent Agreements.
- (vi) Licensed-Only Agent shall neither use nor disclose PHI for the purpose of creating de-identified information that will be used for any purpose other than as directed by Company to carry out the obligations of Licensed-Only Agent set forth in this Agreement or the applicable Licensed-Only Agent Agreements, or as required by law.

B. Limited Data Set or Minimum Necessary Standard

In using, requesting and/or disclosing PHI, Licensed-Only Agent shall comply with any and all applicable laws, including implementing guidance and regulations, in determining what constitutes "minimum necessary." Licensed-Only Agent shall limit the use, disclosure, or request of Individuals' PHI, to the extent practicable, to the Limited Data Set (as defined in 45 C.F.R. §164.514(e)(2)) or, if needed by Licensed-Only Agent, to the minimum necessary amount of Individuals' PHI to accomplish the intended purpose of such use, disclosure, or request and to perform its obligations under this Agreement and/or the Licensed-Only Agent Agreements. Licensed-Only Agent shall determine what constitutes the minimum necessary to accomplish the intended purpose of such disclosure. Licensed-Only Agent's obligations under this provision shall be subject to modification to comply with guidance issued by the Secretary.

C. Receiving Remuneration in Exchange for PHI Prohibited

Licensed-Only Agent shall not directly or indirectly receive remuneration in exchange for any PHI of an Individual. Licensed-Only Agent shall not engage in marketing activities or the sale of PHI, as defined in the HIPAA Privacy Rule without prior written consent of Company and individual written authorization, as required by law.

D. Genetic Information

Licensed-Only Agent shall not undertake any activity that may be considered underwriting based on genetic information, as defined by the Genetic Information Nondiscrimination Act and prohibited under the HIPAA Privacy & Security Rules.

E. Safeguards Against Misuse of Information

Licensed-Only Agent shall comply with all applicable requirements of HIPAA and the HITECH Act relating to Business Licensed-Only Agents and shall implement appropriate safeguards to prevent the use or disclosure of PHI in any manner other than pursuant to the terms and conditions of this Agreement. Licensed-Only Agent shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI that it creates, receives, maintains, or transmits on behalf of Company.

F. HIPAA Security Standards

Licensed-Only Agent shall comply with the HIPAA Security Rule with respect to any Electronic PHI that Licensed-Only Agent holds on behalf of Company.

- (i) Licensed-Only Agent agrees to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to Electronic PHI to prevent use or disclosure of PHI other than as provided for by the Agreement.
- (ii) Licensed-Only Agent shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI that it creates, receives, maintains, or transmits on behalf of Company, as required in the HIPAA Security Rule.
- (iii) Licensed-Only Agent shall ensure that any agent, including a subcontractor, to whom it provides Electronic PHI agrees to implement reasonable and appropriate safeguards to protect such information.

G. Reporting of Violations and Security Incidents

- (i) Upon becoming aware of a use or disclosure of PHI in violation of this Agreement, including any Breach or suspected Breach of Unsecured PHI, Licensed-Only Agent shall immediately report such use or disclosure to Company.
- (ii) Licensed-Only Agent shall report to Company any Security Incident under the HIPAA Security Rule of which it becomes aware, including the identities of any individual whose Electronic PHI was breached. If the HIPAA Security Rule is amended to remove the requirement to report unsuccessful attempts of unauthorized access, the requirement to report such unsuccessful attempts shall no longer apply as of the effective date of that amendment.

H. Responsibilities in the Event of a Breach

- (i) In the event of a Breach or suspected Breach, including any actual, successful Security Incident of which it becomes aware which has compromised the protections set forth in the HIPAA, Licensed-Only Agent shall forward to Company as soon as practicable, but in any event within 48 hours after such Breach or suspected Breach is discovered by Licensed-Only Agent, a written notice including the identification of each individual whose Unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, or disclosed during the Breach or suspected Breach. Such notification shall:
 - a. be made in writing to the Company with a copy to the Privacy Office.
 - b. include the names of the individuals whose information was breached, the circumstances surrounding the breach, the date of the breach and date of discovery, the information breached, any steps the individuals should take to protect themselves, the steps Licensed-Only Agent (or its agent or subcontractor) is taking to investigate the breach, mitigate losses, and protect against future breaches, and a contact person for more information.
- (ii) For purposes of discovery and reporting of Breaches or suspected Breaches, Licensed-Only Agent is not the agent of the Company (as "agent" is defined under common law).
- (iii) Licensed-Only Agent shall cooperate with Company and shall provide such assistance as Company may reasonably request so that Company may comply with any obligations it may have to investigate, remediate, mitigate, report, and or otherwise notify third parties of such Breach. Licensed-Only Agent shall be liable for all costs associated with the investigation, remediation, mitigation, and reporting of Breaches of Unsecured PHI caused by Licensed-Only Agent, its officers, employees, agents, and/or subcontractors.
- (iv) If requested by Company, Licensed-Only Agent shall notify, at its own cost, the individuals involved, or the media or the US Department of Health and Human Services, as applicable, in accordance with the HITECH Act, and regulations or guidance issued thereunder, including 45 C.F.R. Part 164, Subpart D, provided that Company shall approve the content of any notification in advance. If requested by Company, Licensed-Only Agent shall reimburse Company for any costs associated with Company making such notification.

I. Agreements with Third Parties

In accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), Licensed-Only Agent shall ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Licensed-Only Agent agree to the same restrictions, conditions, and requirements that apply to Licensed-Only Agent with respect to such information pursuant to this Agreement, and as required by applicable law, with respect to such PHI. Licensed-Only Agent warrants and represents that in the event of a disclosure of PHI to any third party, the information disclosed shall be no more than the minimum necessary for the intended purpose. Licensed-Only Agent shall ensure that any agent or subcontractor of Licensed-Only Agent to whom Licensed-Only Agent provides PHI implements reasonable and appropriate safeguards to protect such information.

J. Access to PHI

In the event Licensed-Only Agent maintains PHI in a Designated Record Set, Licensed-Only Agent shall, within five business days of receipt of a request from Company, provide to Company PHI in Licensed-Only Agent's possession that is required for Company to respond to an individual's request for access to PHI made pursuant to 45 C.F.R. §164.524 or other applicable law. Licensed-Only Agent shall comply with, and shall assist Company in complying with, requirements for providing access to certain information in electronic format if Company or Licensed-Only Agent uses or maintains an electronic health record with respect to an Individual's PHI, under 45 C.F.R. §164.524. In the event any individual requests access to PHI directly from Licensed-Only Agent, whether or not Licensed-Only Agent is in possession of PHI, Licensed-Only Agent may not approve or deny access to the PHI requested. Rather, Licensed-Only Agent shall, within two business days, forward such request to Company.

K. Availability of PHI for Amendment

In the event Licensed-Only Agent maintains PHI in a Designated Record Set, Licensed-Only Agent shall, within five business days of receipt of a request from Company, provide to Company PHI in Licensed-Only Agent's possession that is required for Company to respond to an Individual's request to amend PHI made pursuant to 45 C.F.R. §164.526 or other applicable law. If the request is approved, Licensed-Only Agent shall incorporate any such amendments to the PHI as required by 45 C.F.R. §164.526 or other applicable law. In the event that the request for the amendment of PHI is made directly to Licensed-Only Agent, whether or not Licensed-Only Agent is in possession of PHI, Licensed-Only Agent may not approve or deny the requested amendment. Rather, Licensed-Only Agent shall, within two business days forward such request to Company.

L. Accounting of Disclosures

Licensed-Only Agent agrees to document disclosures of PHI and information related to such disclosures as would be required for Company to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528 or other applicable law. Licensed-Only Agent shall comply with, and shall assist Company in complying with requirements for providing an accounting of certain PHI disclosures if Company or Licensed-Only Agent uses or maintains an electronic health record with respect to PHI, under 45 C.F.R. §164.528. Licensed-Only Agent shall, within 10 business days of receipt of a request from Company, provide to Company such information as is in Licensed-Only Agent's possession and is required for Company to respond to a request for an accounting made in accordance with 45 C.F.R. §164.528 or other applicable law. In the event the request for an accounting is delivered directly to Licensed-Only Agent, Licensed-Only Agent shall, within two business days, forward such request to Company. It shall be Company's responsibility to prepare and deliver any such accounting requested.

M. Individuals' Right to Confidential Communications and to Request Restriction on Use and Disclosure of PHI

Licensed-Only Agent shall comply, and shall assist Company in complying, with responding to Individuals' requests for confidential communications or to restrict the uses and disclosures of their PHI under 45 C.F.R. §164.522. This shall include complying with requests to restrict the disclosure of certain PHI with which Company is required to agree, in accordance with 45 C.F.R. §164.522.

N. Availability of Books and Records

Licensed-Only Agent hereby agrees to make its applicable internal practices, books and records, including policies and procedures, available to the Secretary and Company for purposes of determining Company's and Licensed-Only Agent's compliance with the HIPAA Privacy and Security Rules and HITECH. The practices, books and records subject to this Section are those practices, books and records that relate to the use and disclosure of PHI that is created by Licensed-Only Agent on behalf of Company, received by Licensed-Only Agent from Company, or received by Licensed-Only Agent from a third party on behalf of Company.

O. Policies, Procedures and Training

Licensed-Only Agent shall develop and implement privacy and security policies and procedures as necessary and appropriate to meet its obligations under this Agreement and applicable state and federal laws, including HIPAA. Licensed-Only Agent shall train its employees and workforce members, and ensure that its agents or subcontractors train their employees and workforce members, on such policies and procedures.

P. Duty to Mitigate

Licensed-Only Agent shall mitigate, to the extent practicable, any harmful effect that is known to Licensed-Only Agent of a use or disclosure of PHI by Licensed-Only Agent in violation of the requirements of this Agreement.

3. TERM AND TERMINATION

A. Term

The term of this Business Licensed-Only Agent Agreement shall terminate when all of the PHI provided by Company to Licensed-Only Agent, or created or received by Licensed-Only Agent on behalf of Company, is destroyed or returned to Company, or, if Company determines that it is infeasible to return or destroy such PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

B. Termination for Cause

If Company determines that Licensed-Only Agent has committed a material breach of this Agreement, or any applicable Licensed-Only Agent Agreements pertaining to the use or disclosure of PHI, Company shall either:

- (i) Provide an opportunity for Licensed-Only Agent to cure the breach or end the violation and terminate this Agreement and any applicable Licensed-Only Agent Agreements if Licensed-Only Agent does not cure the breach or end the violation within the time specified by Company; or
- (ii) Immediately terminate this Business Licensed-Only Agent Agreement and any applicable Licensed-Only Agent Agreements if Company determines cure is not possible.

Licensed-Only Agent acknowledges and agrees that any breach of this Business Licensed-Only Agent Agreement shall also constitute a breach of the applicable Licensed-Only Agent Agreements.

C. Effect of Termination

- (i) Except as provided in the paragraph below, upon termination of this Business Licensed-Only Agent Agreement for any reason, Licensed-Only Agent shall return or destroy all PHI received from Company, or created or received by Licensed-Only Agent on behalf of Company. This provision shall also apply to PHI that is in the possession of subcontractors or agents of Licensed-Only Agent. Licensed-Only Agent shall retain no copies of the PHI.
- (ii) In the event that Licensed-Only Agent determines that returning or destroying the PHI is infeasible, Licensed-Only Agent shall provide to Company notification of the conditions that make return or destruction infeasible. Upon Company's determination that return or destruction of PHI is infeasible, Licensed-Only Agent shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Licensed-Only Agent maintains such PHI.

4. MISCELLANEOUS

A. Limitation of Liability

No exculpation or limitation on Licensed-Only Agent's liability set forth in any of the Licensed-Only Agent Agreements shall apply to any liability of Licensed-Only Agent as a result of Licensed-Only Agent's breach of this Agreement.

B. Indemnification

The parties agree to indemnify, defend, and hold harmless each other, their subsidiaries and affiliates, and their respective directors, officers, employees and agents, from and against any loss, claims, damages, judgments, attorneys' fees, expenses, penalties, fines, and liabilities of any kind or nature for which either party may become liable resulting from any claim, legal action, or proceeding arising directly or indirectly out of either party's violation of the terms of this Agreement.

In addition to any other rights available to Company under this Agreement and/or any Licensed-Only Agent Agreements, Licensed-Only Agent shall indemnify and hold Company harmless from and against all damages, costs, fines and penalties directly or indirectly arising from Licensed-Only Agent's breach of applicable state or federal privacy and data security laws and regulations, including HIPAA and the HITECH Act, and/or related to any Breach directly or indirectly attributable to Licensed-Only Agent including its employees, officers, directors, agents, and/or subcontractors.

C. Regulatory References

A reference in this Business Licensed-Only Agent Agreement to a section in the HIPAA Privacy and Security Rules or the HITECH Act shall mean the section as in effect or as amended.

D. Amendment

The terms of this Business Licensed-Only Agent Agreement shall be construed in light of any interpretation or guidance on HIPAA and/or the HITECH Act issued by the United States Department of Health & Human Services from time to time. If any relevant provision of the HIPAA Privacy and Security Rules or the HITECH Act is materially amended in a manner that changes the obligations of Business Licensed-Only Agents or Covered Entities that are embodied in this Agreement, or in the event that applicable law, or an arbitration or judicial interpretation of same, or any regulatory or enforcement action should explicitly or otherwise require that this Agreement be changed, altered or modified, then Company shall notify Licensed-Only Agent and provide such required amendment, and Company and Licensed-Only Agent shall continue to perform their respective obligations under this Agreement as modified.

Section 6: Term

This Agreement may be terminated for any or no reason by either party immediately upon written notice to the other or immediately if Licensed-Only Agent or any of Licensed-Only Agent's employees or independent contractors shall:

- (i) commits any fraud or dishonesty in connection with the duties, services or actions being performed on behalf of Company or under this Agreement;
- (ii) violates any of the terms of this Agreement;
- (iii) violates any laws or regulations governing insurance sales in the state or states in which Licensed-Only Agent is licensed and/or other laws of regulations of such state or territory which Licensed-Only Agent has been assigned;
- (iv) is indicted or convicted of a felony;
- (v) publishes, distributes or uses any circulars, advertising, sales material or other matter referring to Company or to contracts or policies without first securing the written approval of Company as required herein;
- (vi) directly or indirectly engages in a pattern or practice of communicating with any Company policyholder for the purpose of replacing, canceling or otherwise terminating a Company policy;
- (vii) die (if an individual) or dissolve (if an entity such as a corporation, limited liability company, partnership, etc.);
- (viii) becomes insolvent or bankrupt, or make an assignment for the benefit of creditors or be in default of any obligation.

Section 7: Method of Remittance on New Applications

Licensed-Only Agent shall immediately remit to Company all premiums collected or received by Licensed-Only Agent. It is understood and agreed that, unless otherwise pre-authorized by the Company (e.g., specific arrangement for Worksite, Credit Union or direct response sales), Company will accept no application unless accompanied by the initial premium.

Section 8: Records and Reports

Licensed-Only Agent shall render such reports and keep such records and business accounts as Company requests.

Section 9: Printed Material

Company may furnish Licensed-Only Agent with all supplies, applications, circulars and printed matter Company deems necessary for doing business under this Agreement. Licensed-Only Agent agrees not to publish, distribute or use any circulars, advertising, sales material or other matter referring to Company or to Company's policies without first securing Company's written approval. All printed matter and supplies Company furnishes are property of Company and shall be promptly returned to Company upon request or when this Agreement terminates.

Section 10: Refunds and Rejections

Within the limitations of the law, Company reserves the right, at all times, to reject any application for insurance without specifying cause, and to cancel, refuse to renew, or modify any policy. Licensed-Only Agent shall promptly refund all monies collected on any application by Licensed-Only Agent on which a policy is declined, on any application by Licensed-Only Agent on which Company issued a policy not accepted by the applicant, and on any application by Licensed-Only Agent for which the premium is refunded.

Section 11: Discontinuance of Policy Forms

Without incurring any liability to Licensed-Only Agent, Company may discontinue or withdraw, rewrite, replace or convert any policy now or hereafter made available for sale.

Section 12: Policy Replacement Prohibited

Licensed-Only Agent shall not directly or indirectly engage in a pattern or practice of replacing, lapsing, canceling, or rewriting Company's policyholders. Without the agreement contained in this Section 12, Company would not enter into this Agreement and would not provide Licensed-Only Agent with the printed materials identified in Section 9 of this Agreement and access to the electronic web-portal.

Furthermore, Licensed-Only Agent shall not directly or indirectly attempt to recruit any agent or producer of Company for any other entity or persuade any agent or producer of Company to terminate or reduce their relationship with Company.

Company will provide Licensed-Only Agent, and Licensed-Only Agent will use Company's proprietary written materials, pricing lists, and electronic web-portal, which are necessary for Licensed-Only Agent to perform under this Agreement. This material constitutes Trade Secret Information of Company as further defined in Section 13 of this Agreement. Company would not provide this information if Licensed-Only Agent did not agree to the terms of this Section 12.

Section 13: Trade Secret Information

Licensed-Only Agent does hereby acknowledge, agree and accept that the Trade Secret Information of Company falls within that term as defined by Texas Trade Secrets Act or by the Uniform Trade Secrets Act. Trade Secret Information as used in this Agreement includes, but is not limited to: agent, customer or client lists, including names, addresses, telephone numbers, and amounts and types of insurance; expiration and renewal dates of policies; lists of business leads; claims histories; due dates of premium and amounts thereof; and statements of monthly accounts submitted to Licensed-Only Agent by Company. Specifically Trade Secret Information includes the physical materials and web-portal access which Company will provide to Licensed-Only Agent. All Trade Secret Information furnished to the Licensed-Only Agent shall be and remain the

property of Company. This specifically includes lists of customers and related information, which Licensed-Only Agent brought to Company. Company derives independent economic value from the Trade Secret Information and from its not being generally known to the public or to other persons who can obtain economic value from its disclosure. Licensed-Only Agent will not during or after the term of this Agreement divulge, make known, or otherwise make use of any Trade Secret Information for any purpose except as authorized by Company, including but not limited to the solicitation of business from any person or entity. This Section shall survive the termination of this Agreement for any reason.

Section 14: Liability, Indebtedness and Indemnity

Licensed-Only Agent shall be liable to Company for the payment of all (i) monies due from Licensed-Only Agent, (ii) debit balances on the account of Licensed-Only Agent, or (iii) debit balances resulting from loans to Licensed-Only Agent by Company. Company's books shall be *prima facie* evidence of such debit balances or loans due.

Any indebtedness incurred by Licensed-Only Agent to Company shall be payable on demand immediately upon receipt of a written notice from Company.

Licensed-Only Agent agrees to indemnify Company and its affiliates, shareholders, directors, officers and employees and to hold Company, its affiliates, shareholders, directors, officers and employees harmless from any and all expenses, liabilities, costs, cause or causes of action and damages, including attorneys fees and costs of litigation, resulting from or growing out of any breach of this Agreement and any related agreement or any unauthorized, fraudulent, negligent or wrongful act, omission, statement or representation by Licensed-Only Agent, Licensed-Only Agent's employees or independent contractors. This Section shall survive the termination of this Agreement for any reason.

Section 15: Errors and Omissions

Licensed-Only Agent shall at all times carry an Errors and Omissions liability insurance policy of not less than \$100,000 per occurrence or such other amount as Company may require, issued by an insurance company acceptable to Company.

Section 16: Survivability

Sections 2, 4, 6, 9, 11, 12, 13, 14, 16, 18, 19, 20, 21, 22 and 23 of this Agreement shall survive its termination for any reason.

Section 17: Assignment

This Agreement is a continuing obligation and shall be binding upon Company and Licensed-Only Agent, and their respective heirs, successors, transferees and assigns, and shall inure to the benefit of and be enforceable by Company and Licensed-Only Agent and their respective heirs, successors, transferees and assigns. Licensed-Only Agent may not, without the express prior written consent of Company, assign any of its rights or responsibilities hereunder. Company may assign its rights hereunder to a third party without notice to or consent of Licensed-Only Agent.

Section 18: Mandatory Binding Arbitration

A. Mandatory Binding Arbitration- Except as otherwise provided in this Agreement, all claims, disputes, and controversies arising out of or in any manner relating to this Agreement, or any other agreement executed in connection with this Agreement, or to the performance, interpretation, application or enforcement hereof, including but not limited to occurrence hereof (in each case, "Dispute"), shall be submitted to binding, non appealable arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA) in force at the time the demand is filed, unless the parties mutually agree otherwise.

Either party may within one (1) year from the date of the alleged occurrence resulting in the Dispute make a demand for arbitration by filing a demand in writing with the other party and serving the same by depositing it in the U.S. Mail, certified mail, return receipt requested. Company and Licensed-Only Agent shall each choose, within sixty (60) days after demand for arbitration is made its arbitrator and the two appointed arbitrators shall choose a third arbitrator that is a current or former insurance industry professional. If either party fails to appoint an arbitrator within sixty (60) days after the written demand for arbitration is made, the party who has appointed an arbitrator may petition the District Court of Travis County, Texas for an order compelling the non-complying party to appoint its arbitrator. All reasonable costs and fees incurred, as a result of obtaining the court order compelling appointment of an arbitrator shall be paid by the non-complying party. If the two arbitrators cannot agree on a third arbitrator within this timeframe, the third arbitrator shall be chosen by the AAA using its Commercial Rules then in effect. In such event the parties shall jointly pay the fees of the AAA.

All arbitration hearings conducted hereunder, and all judicial proceedings to enforce any of the provisions hereof, shall take place in Travis County, Texas. The hearing before the arbitrators of the matter to be arbitrated shall be at the time and place within said County as is selected by the arbitrators.

The decision of any two arbitrators with respect to a Dispute shall be binding and conclusive and non-appealable and shall be submitted to the court for confirmation with the same effect as a judgment.

Each of the parties hereby irrevocably waives punitive, exemplary, consequential and other non-compensatory damages in connection with any arbitration award with respect to any Dispute.

The costs and expenses of arbitration, including the fees of the arbitrators, shall be borne by the losing party or in such proportions as the arbitrators shall determine. The successful party shall recover as expenses all reasonable attorneys' fees incurred by said party in connection with the arbitration proceedings.

C. Exclusivity - Each party agrees that compliance with the requirements of this Section 18 is a condition to its right to assert any claims with respect to a Dispute in any other forum, except only as set forth in subparagraph D below.

D. Exceptions - Notwithstanding any other provision of this Agreement, Company may enforce Licensed-Only Agent's compliance with any restrictive covenant, policy replacement prohibition, confidentiality provision or trade secret provision contained in this Agreement to the

fullest extent permitted by law by seeking any remedy available at law or in equity, including but not limited to obtaining a temporary restraining order or injunction, without having to mediate and/or arbitrate, and without need to post a bond to do so.

Licensed-Only Agent agrees that Licensed-Only Agent is not excused from complying with any restrictive covenant, policy placement prohibition, confidentiality provision or trade secret provision because of any claim Licensed-Only Agent may have against Company.

Section 19: Attorney's Fees

In any litigation between Licensed-Only Agent and Company to this Agreement which concerns any matter governed by, arising from, or related to this agreement, no party will be entitled to recover the attorney's fees incurred in prosecuting or defending claims, regardless of whether such is allowed by statute, law, or otherwise, except as provided in Section 18 of this Agreement, and except in the event that a decider of fact determines, in their sole discretion, that a claimant brought forth a frivolous claim. In that event, a respondent to such a claim may recover his attorney's fees expended defending against the frivolous claim.

Section 20: Applicable Law

This Agreement shall be governed by the laws of the State of Texas. Exclusive venue with respect to all matters hereunder shall be Travis County, Texas. COMPANY AND LICENSED-ONLY AGENT HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THIS AGREEMENT.

Section 21: 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, and all other provisions shall remain in full force and effect. It is declared to be the intention of the parties that they would have executed all other provisions of this Agreement without including any such part or parts, or portions that may, for any reason, be hereafter declared invalid.

Section 22: Entire Agreement

This Agreement, together with the other agreements incorporated herein by reference, constitutes the entire agreement between the parties and supersedes and replaces any and all prior agreements (whether oral or written) between Company and Licensed-Only Agent. This Agreement may not be modified, altered or amended except by a writing signed by all parties to this Agreement. This Agreement shall be binding upon the successors and heirs of the parties hereto.

Section 23: Company Approval & Effective Date

The Home Office of Company shall have sole authority with respect to any contract or agreement with any agent recruited by Licensed-Only Agent or others in Licensed-Only Agent's hierarchy. In addition, all licensing of any agents at any level shall be performed by the Licensing Department of company, and all agents much conform to the market conduct standards of Company.

This Agreement shall become effective upon Licensed-Only Agent becoming licensed in Licensed-Only Agent's territory for the sale of insurance described herein, or the date of Company's execution of this Agreement at its offices in Texas, whichever shall occur last. For purposes of this provision, the sending of Company's "Welcome Letter" will constitute it's execution of the Agreement.

Section 24: Notices

All notices, certificates, requests, demands and other communications provided for hereunder or under any Note or any Pledge Agreement shall be in writing and shall be (a) sent by first class United States mail, (b) sent by overnight courier of national reputation, or (c) sent via email, in each case addressed to the party whom notice is being given at its address, or sent to the email address on the agent's record, as set forth above or, as to each party, at such other addresses as may hereafter be designated by such Section. All such notices, requests, demands and other communications shall be deemed to have been given on (a) when deposited in the mail if delivered by mail, (b) the date sent if sent by overnight courier, (c) or date sent via email.

Section 25: Amendments

To the extent permitted by law, the terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the parties hereto, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

Producer's Guide ("Producer's Guide") to Anti-Money Laundering Program for Agents and Producers of the Life Insurance Companies comprising Cigna Supplemental Benefits (CSB)

As an insurance producer, your skills and services help your clients achieve financial success and security. Because you are on the front lines of a multi-billion dollar industry, you are in a unique position not only to serve your clients, but also to serve the country by helping prevent money laundering and the financing of terrorist activities.

To comply with the federal anti-money laundering regulations for insurance companies, CSB has adopted a detailed anti-money laundering program. You have an important role to play in that program. As a person who deals directly with customers, you will often be in a critical position to obtain information regarding the customer, the customer's source of funds for the products you sell, and the customer's reasons for purchasing an insurance product. You should expect to collect and retain information needed to assess the risk associated with a particular piece of business – in particular, to identify customers in high-risk businesses or high-risk geographic locations, or those using products or services that may be more susceptible to abuse in money laundering or other illegal activity.

I. Required Training

Federal regulations [31 CFR 103.137] require CSB insurance companies to provide their agents and producers with ongoing anti-money laundering training. Thus in order to avoid delays in new business processing CSB requires that you successfully complete anti-money laundering training provided by LIMRA on an annual basis.

If you are appointed with another insurance company(s) that also utilizes LIMRA for its AML training, you need only take the training once. LIMRA will automatically share the results with all other insurance companies you are appointed with that use LIMRA for its training.

A. To access LIMRA Anti-Money Laundering training:

1. Visit <https://aml.limra.com> and enter your username and password in lowercase in the spaces provided. Please note that the login function is case sensitive. Your username is the first four letters of your last name plus the last six digits of your social security number. Your password is your last name. For example, John Smith, whose social security number is 000-12-3456 would have the following username and password:
Example Username: smit123456
Example Password: smith
You will then be prompted to change your password.
2. Click on the *Login* button.
3. Complete one of the appropriate Anti-Money Laundering courses. CSB will automatically receive notification of your course completion.

B. If you have any AML training program questions, please contact CSB Agent Contracting at (877) 454-0923

II. Customer Information Gathering

In order to sell individual whole life insurance policies and other insurance products offered by a CSB insurance company that have a cash value or an investment feature, CSB's anti-money laundering program requires you to ensure that all information requested on the product application form and on any associated documents is accurate and complete. If a customer resists providing any requested information, appears to have provided false or misleading information, refuses to provide an acceptable form of identification or has otherwise provided information that cannot be verified, before contracting you should promptly contact Bridgette Bosier, of the CSB Compliance Department at 512-531-1421, and follow any instructions you are given. Records of this information must be retained as long as the policy or contract remains in force and for five years thereafter.

CSB insurance companies have developed a Notice and Customer Information Form (AR-NCIF or LY-NCIF) to help ensure that all required customer information is obtained. At this time this form must be used in all individual whole life product sales and in connection with the sale of any other individual insurance product that has a cash value or investment feature. An exception may be available as determined by the CSB Compliance Department for a final expense product, but only if a personal history interview and prescription verification are utilized by the CSB insurance company during the underwriting process.

III. Suspicious Activity Reporting

You must immediately notify us if you detect any money laundering red flags, so that CSB can determine whether a suspicious activity report (SAR) must be filed with the U.S. Department of the Treasury. Typically a SAR must be filed within thirty (30) days of the initial detection of the suspicious activity. Insurance Industry red flags include but are not limited to:

- The purchase of a product that appears to be inconsistent with a customer's needs;
- The purchase or funding of a product that appears to exceed a customer's known income or liquid net worth;
- Any attempted unusual method of payment, particularly by currency or cash equivalents such as money orders, traveler's checks or cashier checks;
- Payment of a large amount broken into small amounts;

- Little or no concern expressed by a customer for the investment performance of an insurance product, but much concern expressed about the early termination features of the product;
- The reluctance of a customer to provide identifying information, or the provision of information that seems fictitious;
- A customer's inquiring about how to borrow the maximum amount available soon after purchasing the product;
- Listing a beneficiary or payee who is apparently an unrelated third party or who otherwise has no apparent relationship to the customer;
- A customer applies for a policy out of state when the same or similar product is available in his/her home state;
- The customer uses an out of state mailing address; and
- Any other activity that you think is suspicious.

If you identify any suspicious activity or money laundering red flags, you must promptly notify the CSB AML Compliance Contact, Bridgette Bosier, at 512-531-1421. In that regard, you may be asked by the CSB AML Compliance Contact or by other CSB management personnel to investigate further or obtain additional information from the customer. If so requested you must expeditiously obtain any requested information so CSB can determine in a timely manner if a SAR needs to be filed.

The CSB AML Compliance Officer/Contact has the sole responsibility for determining whether to file a SAR and for responding to any regulatory agency's, customer's, employee's, agent's or producer's inquiry regarding suspicious activity or SAR. The fact that a suspicious activity is under investigation, or that a SAR has been filed or considered - including the contents of any SAR that has been filed - are strictly confidential. An agent or producer must not, under any circumstances, disclose that a suspicious activity is under investigation or that a SAR has been filed or is being considered - including the contents of a SAR - to the subject of a suspicious activity investigation or SAR, or to any third party. Violations of confidentiality related to suspicious activity investigations or reporting may result in substantial civil and/or criminal penalties.

IV. Methods of Payment

You should advise the customer that only the following types of payment may be used to purchase an insurance product from a CSB insurance company:

- Personal check made payable to the appropriate CSB insurance company;
- Properly completed payroll deduction authorization form;
- Properly completed pre-authorized checking account drafting form;
- Wire Transfers and other forms of electronic funds transfer; or
- Checks from another financial institution made payable to a CSB insurance company for the benefit of a new or existing customer.

If a customer gives you an unacceptable form of payment, you should explain what forms of payment are acceptable, return the unacceptable payment immediately and notify the CSB AML Compliance Contact of the red flag. You should also notify the CSB AML Compliance Contact if you encounter difficulty dealing with a customer regarding CSB's standards for acceptable and unacceptable forms of payment. The CSB Compliance Contact can be reached at: 512-531-1421.

Both CSB insurance companies and their producers share the responsibility of compliance with CSB's AML Program and all applicable anti-money laundering laws. A failure to do so will constitute grounds for discipline up to and including termination of your contract for cause. In addition, violation of anti-money laundering laws may expose those responsible to substantial civil and criminal penalties under federal law.

Cigna Supplemental Benefits family of companies include, American Retirement Life Insurance Company, Central Reserve Life Insurance Company, Loyal American Life Insurance Company, Provident American Life & Health Insurance Company and United Benefit Life Insurance Company.

Administering Medicare Supplement and Supplemental Health business for:

Continental General Insurance Company, Great American Life Insurance Company and United Teacher Associates Insurance Company

Agent's Code of Ethical Conduct Cigna Supplemental Benefits

As an agent for the Cigna Supplemental Benefits family of companies, you represent our companies to the public, and you embody our professional reputation in your dealings with clients. Our Company supports the Principles of the Insurance Marketplace Standards Association. We ask that all our representatives review, and understand the following statement as your commitment to the highest standards of doing business:

- I will treat my clients as I would want to be treated.
- I will study the terms and provisions of any Cigna Supplemental Benefits contract, which I will sell, so that I can relate it accurately to the potential buyer.
- I will ask questions to learn the client's situation, so I may assist the client in selecting a product that is appropriate to the client's needs, retirement plans, tolerance for risk, and financial situation.
- I will conduct all business with honesty, fairness and integrity.
- All advertising and sales materials I use and comments I make in the sales process will be based on principles of fair business dealing and good faith, and they will have a sound basis in fact.
- I will refrain from focusing sales on inappropriate, disparaging allegations about competitors and their products-comments on the competition will be based on factual knowledge and true comparisons of features and benefits.
- I will comply with all applicable insurance laws and regulations, and with all state and federal laws regarding fair competition.

CIGNA SUPPLEMENTAL BENEFITS STATE APPOINTMENT FEE CHART

State appointment fees are required when the agent is appointed with the insurance company. Separate fees are required for each insurance company you will represent. Payment of the appointment fees will be collected for each state through an automatic debit from your bank account listed on your contract. Your state appointment fees will be automatically deducted from your checking or savings account with a description of "Supp Benefits."

ST	STATE	Resident Appointment Fee	Non-Resident Appointment Fee
AL	ALABAMA		\$30.00 EACH
AK	ALASKA		No Fee
AZ	ARIZONA		No Fee
AR	ARKANSAS		No Fee (SIC pays \$20.00)
CA	CALIFORNIA		\$24.00 EACH
CO	COLORADO		No Fee
CT	CONNECTICUT		\$20.00
DC	DISTRICT OF COLUMBIA		\$25.00 EACH
DE	DELAWARE		\$25.00 EACH
FL	FLORIDA	\$60.00 EACH	\$60.00 + \$6.00/county EACH
GA	GEORGIA		\$10.00 EACH
HI	HAWAII		No Fee
ID	IDAHO		No Fee
IL	ILLINOIS		No Fee
IN	INDIANA		No Fee
IA	IOWA	UTA: \$10.00; CGI, CRL, PALHIC, ARLIC & LOYAL: \$20.00 EACH	
KS	KANSAS		\$5.00 EACH
KY	KENTUCKY	Agent \$40.00 EACH; Agency \$100.00 EACH;	Agent \$50.00 EACH Agency \$120.00 EACH
LA	LOUISIANA		\$20.00 EACH
ME	MAINE	\$30.00 EACH	\$70.00 EACH
MD	MARYLAND		No Fee
MA	MASSACHUSETTS		\$75.00 EACH
MI	MICHIGAN		\$5.00 EACH
MN	MINNESOTA		\$30.00 EACH
MS	MISSISSIPPI		\$25.00 EACH
MO	MISSOURI		No Fee
MT	MONTANA		No Fee
NE	NEBRASKA	UTA \$8.00, CRL, PALHIC, CGI, ARLIC & LOYAL \$20.00	
NV	NEVADA		\$15.00 EACH
NH	NEW HAMPSHIRE		\$25.00 EACH
NJ	NEW JERSEY		\$25.00 EACH
NM	NEW MEXICO	\$20.00 EACH (per L&H, per variable, etc)	
NY	NEW YORK		No Fee
NC	N CAROLINA	L = \$10, H = \$10, Med Supp = \$10	
ND	N DAKOTA		\$10.00 EACH
OH	OHIO	Life= \$20.00, Accident & Health = \$20.00	
OK	OKLAHOMA		\$30.00 EACH
OR	OREGON		No Fee
PA	PENNSYLVANIA		\$15.00 EACH
PR	PUERTO RICO		No Fee
RI	RHODE ISLAND		No Fee
SC	S CAROLINA		No Fee (SIC pays \$40.00)
SD	S DAKOTA	\$10.00 EACH	\$20.00 EACH
TN	TENNESSEE		\$15.00 EACH
TX	TEXAS		\$10.00 EACH
UT	UTAH		No Fee
VI	VIRGIN ISLANDS		\$20.00 EACH
VT	VERMONT		\$60.00 EACH
VA	VIRGINIA		\$10.00 EACH
WA	WASHINGTON		\$20.00 EACH
WV	W VIRGINIA		\$25.00 EACH
WI	WISCONSIN	\$16.00	\$50.00
WY	WYOMING		\$15.00 EACH



Authorization for Automatic Deposit

This form will update account information associated to commissions processed by AHCP.
To update direct deposit information for commissions processed by an insurance carrier you must complete the carriers direct deposit authorization form. Forms are located in the AHCP Forms Library.

Agent or Agency Name	
Social Security Number or Tax ID Number	
Phone Number	Email Address
Please indicate transaction type: <input type="checkbox"/> Set-Up <input type="checkbox"/> Change <input type="checkbox"/> Cancel	
Please indicate type of account: <input type="checkbox"/> Checking <input type="checkbox"/> Savings	
Name of Financial Institution:	
Bank—City, State, Phone Number:	
Routing Number:	
Account Number:	

I hereby authorize AHCP to initiate direct deposit of commissions and, if necessary, make corrections for any entries made to my account in error.

Agent Signature _____ Date _____

PLEASE INCLUDE A COPY OF A VOIDED CHECK

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

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

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:

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