



**AHCP**  
America's Health Care Plan  
a National General Insurance Company

## 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: \_\_\_\_\_

FFM ID: \_\_\_\_\_ NPN #: \_\_\_\_\_

Bilingual? ☐ No ☐ Yes Languages spoken other than English \_\_\_\_\_

## UPLINE & COMMISSION

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

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

☐ Referral \_\_\_\_\_

Advance Options: ☐ 3 Month ☐ 6 Month ☐ As Earned

\*Advances available with a 3% admin fee.

## APPOINTMENT INSTRUCTIONS

Appointment Checklist for: **National Guardian Life – Agency Appointment**

- ☐ Page 1 AHCP Appointment Coversheet (this page)
- ☐ Page 2-16 NGL Agent Contracting Forms
- ☐ Page 17 Signature Authorization
- ☐ Page 18 Direct Deposit Authorization (Commissions paid by AHCP)
- ☐ Page 19 W9
- ☐ Page 20-29 AHCP Producer Agreement

Additional Requirements

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

Appointment Fees. January 2019

State	Appointment Fee - Licensed Agents			
	Resident		Nonresident	
	Individual	Firm	Individual	Firm
Alabama	\$40	\$40	\$40	\$40
Arkansas	\$20	\$20	\$60 retaliatory	\$60 retaliatory
California	\$32	\$32	\$32	\$32
Connecticut	Domestic Companies: \$150. Foreign Companies: \$80 or \$20 (depends on tax rate of domicile state). No fee for AK, AZ, CO, HI, IL, IN, MD, MO, MT, NY, OR, or RI (list subject to change) domiciles.			
Delaware	\$50	Firms not appointed.	\$50	Firms not appointed.
District of Columbia	\$25	\$25	\$25	\$25
Florida	\$60	Major lines agencies are not appointed in Florida.	\$60 plus 50 per county in which the nonresident agent intends to physically transact insurance; \$402 all counties.	Major lines agencies are not appointed in Florida.
Georgia	\$14.84	Firms not appointed.	\$14.84	Firms not appointed.
Hawaii	No fee	No fee	No fee	No fee
Idaho	No fee	No fee	No fee	No fee
Iowa	Domestic companies: \$5 Foreign companies: retaliatory- contact DOI.	Firms not appointed.	Domestic companies: \$5 Foreign companies: retaliatory- contact DOI.	Firms not appointed.
Kansas	Domestic companies: \$2; Foreign companies: \$5	Domestic companies: \$2; Foreign companies: \$5	Domestic companies: \$2; Foreign companies: \$5	Domestic companies: \$2; Foreign companies: \$5
Kentucky	\$40	\$100	\$50	\$120
Louisiana	\$20	\$20	\$20	\$20
Maine	\$30	No fee	\$45	No fee
Massachusetts	\$75	\$75	\$75	\$75
Michigan	\$5	\$5	\$5	\$5
Minnesota	\$30	Firms not appointed	\$30	Firms not appointed
Mississippi	\$25	Firms not appointed	\$25	Firms not appointed
Montana	No fee	No fee	No fee	No fee
Nebraska	\$8 min., retaliatory to insurer state of domicile/ contact DOI.	Firms not appointed	\$8 min., retaliatory to insurer state of domicile/ contact DOI.	Firms not appointed.
Nevada	\$15	\$15	\$15	\$15
New Hampshire	\$25	\$25	\$25	\$25
New Jersey	\$25 electronic; \$35 paper	\$25 electronic; \$35 paper	\$25 electronic; \$35 paper	\$25 electronic; \$35 paper
New Mexico	\$20	Firms not appointed, but must provide list of insurers with which they intend to transact business.	\$20	Firms not appointed, but must provide list of insurers with which they intend to transact business.
New York	No fee	No fee	No fee	No fee
North Carolina	\$10	Firms not appointed.	\$10	Firms not appointed
North Dakota	\$10	\$10	\$10	\$10
Ohio	\$15	\$15	\$15	\$15
Oklahoma	\$30	\$30	\$30	\$30
Pennsylvania	\$15	\$15	\$15	\$15
Rhode Island	No appts; fee to file annual list of contracted producers is \$30 per individual reported.	No appts; fee to file annual list of contracted producers is \$30 per firm reported.	No appts; fee to file annual list of contracted producers is \$30 per individual reported.	Nonresident firms are not licensed.
South Carolina	\$40 for local agent (selling agent); \$100 for general agent (sells and supervises)	Firms are not appointed.	\$40 for local agent (selling agent); \$100 for general agent (sells and supervises)	Firms are not appointed.
South Dakota	\$10	\$10	\$20	\$20
Tennessee	\$15	Firms not appointed, licensing is optional	\$15	Firms not appointed, licensing is optional
Texas	\$10	\$10	\$10	\$10
Utah	No fee	No fee	No fee	No fee
Vermont	\$60 min., retaliatory to insurer state of domicile/ contact DOI.	Firms not appointed	\$60 min., retaliatory to insurer state of domicile/ contact DOI.	Firms not appointed
Virginia	\$10	\$10	\$10	\$10
Washington	\$20	\$20	\$20	\$20
West Virginia	\$25	Firms not appointed	\$25	Firms not appointed
Wisconsin	\$16	Firms not appointed	\$30	Firms not appointed
Wyoming	\$15	\$15	\$15	\$15

List requested states below:

Agent is responsible for any/all applicable fees, which will be processed via CC authorization below. Select states in which you only intend to sell to avoid unwarranted fees. All fees subject to change.

I acknowledge I am responsible for any/all fees:

Agent signature:

Date:



### Agent Credit Card Authorization

Agent or Agency Name:		Name on Credit Card: <i>If different from agent</i>	
Phone Number:		Email Address :	
Billing Address:			
Please indicate type of card:  [ ] Visa [ ] MasterCard			
Credit Card Number:			
Expiration Date: (Month/Year)		CVC:	
Total amount:			
Reason for this charge:			

*By providing this information and signing this form, I authorize America's Health Care/Rx Plan Agency, Inc. to charge my credit card for payment purpose(s) specified above.*

**Signature of Authorization** \_\_\_\_\_ **Date** \_\_\_\_\_

If this is a recurring credit card payment arrangement, please specify the requested charge date and amount below:

Recurring day of the month: \_\_\_\_\_ (example: 2<sup>nd</sup>, etc)

Recurring amount: \_\_\_\_\_



# Contracting Cover Sheet

National Guardian Life Insurance Company (NGL) • PO Box 1191 • Madison, WI 53701-1191  
Phone 800.988.0826 • Fax 608.443.5042 • www.nglic.com

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

Executed Contract Attached? ☐ Yes ☐ No

Appointments Needed: ☐ Agent ☐ Agency ☐ Both

States to be appointed in: \_\_\_\_\_

Contact Info for follow up and welcomes:

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

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

Phone Number: \_\_\_\_\_

Additional Notes:

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## Agent Contracting Checklist

Please return all of the following items, completed in full, to the Contracting Department at NGL (contracting@nglic.com). Information should be typed or printed legibly. Missing items will delay the contracting and appointment process.

1. **Individual Agent or Agency (Business Entity)** should submit the following completed forms:

- ☐ Contracting Cover Sheet
- ☐ Contracting Questionnaire
- ☐ Agent/Agency Agreement
- ☐ Business Associate Agreement
- ☐ General Authorization and Release
- ☐ Fair Credit Reporting Act Consumer Disclosure
- ☐ W-9 Request for Taxpayer Identification Number and Certification
- ☐ Copies of license(s)
- ☐ Proof of criminal background check ☐ Request for NGL to perform criminal background check, if applicable

2. **Agent Affiliated with an Agency (Business Entity)** should submit the following completed forms:

- ☐ Contracting Cover Sheet
- ☐ Contracting Questionnaire
- ☐ General Authorization and Release
- ☐ Fair Credit Reporting Act Consumer Disclosure
- ☐ Copies of license(s)
- ☐ Proof of criminal background check ☐ Request for NGL to perform criminal background check, if applicable

## REMINDER for Contracts:

If **Agency (Business Entity)** contract or **independent Agent** contract is submitted, the documents listed in item 1 above should be sent.

If **Agent affiliated with an Agency (Business Entity)** contract is submitted, the documents listed in item 2 above should be sent.



# Contracting Questionnaire

Authorized Representative /  
Agency / Agent

National Guardian Life Insurance Company (NGL) • PO Box 1191 • Madison, WI 53701-1191  
Phone 800.988.0826 • Fax 608.443.5042 • www.nglic.com

*Agents and Agencies are not permitted to solicit, sell or procure an application for insurance until they possess an insurance agent's license and authorization from National Guardian Life Insurance Company. Omission of any information below will delay authorization from National Guardian Life Insurance Company and payment of commissions.*

NAME OF AUTHORIZED REPRESENTATIVE / AGENCY / AGENT		SSN		DOB
NAME OF CORPORATION		TAX ID NUMBER		
BUSINESS ADDRESS	CITY	STATE	ZIP CODE	PHONE
RESIDENTIAL ADDRESS (P.O. Box)	CITY	STATE	ZIP CODE	FAX #
CONTACT NAME		EMAIL ADDRESS		PHONE
PRINT NAMES AND TITLES OF ALL OFFICERS:				
ADDITIONAL STATE APPOINTMENTS				
COMMISSION PAYMENTS PAID TO: AGENT <u>AGENCY</u> (Please circle one)				
<b>BACKGROUND: (Please explain, include dates, and "yes" answers on a separate sheet)</b> <b>Has Authorized Representative / Agency / Agent ever:</b>				
been appointed by National Guardian Life Insurance Company?				<input type="checkbox"/> Yes <input type="checkbox"/> No
had a complaint filed against you with an Insurance Department? State?				<input type="checkbox"/> Yes <input type="checkbox"/> No
been refused a bond?				<input type="checkbox"/> Yes <input type="checkbox"/> No
been the subject of any investigation or proceeding by any insurance jurisdiction?				<input type="checkbox"/> Yes <input type="checkbox"/> No
had any agency contract or company appointment canceled for cause (e.g., misrepresentation, misappropriation, etc.)?				<input type="checkbox"/> Yes <input type="checkbox"/> No
been suspended, expelled, fined, barred, censured or otherwise disciplined or found to have violated any law or rule by any party in the insurance industry?				<input type="checkbox"/> Yes <input type="checkbox"/> No
been refused a license to sell insurance or membership in any insurance organization or had a license suspended or revoked for cause by any jurisdiction?				<input type="checkbox"/> Yes <input type="checkbox"/> No
withdrawn any application or surrendered any license to avoid any disciplinary action or the denial of a license?				<input type="checkbox"/> Yes <input type="checkbox"/> No
been convicted of or pleaded no contest to any felony or misdemeanor, except for traffic offenses? If yes, give complete information and attach copy of court order.				<input type="checkbox"/> Yes <input type="checkbox"/> No
have any criminal charges pending against you?				<input type="checkbox"/> Yes <input type="checkbox"/> No
gone through bankruptcy, had salary attached or had any liens or judgments outstanding against you?				<input type="checkbox"/> Yes <input type="checkbox"/> No
been named a party in any lawsuit?				<input type="checkbox"/> Yes <input type="checkbox"/> No
Are you presently indebted to any insurer or any insurance company or managing general agent?				<input type="checkbox"/> Yes <input type="checkbox"/> No
Do you intend to sell insurance principally for the purpose of placing insurance on risks owned or controlled by you, your employer or your family?				<input type="checkbox"/> Yes <input type="checkbox"/> No

# of years Authorized Representative / Agency / Agent has been in business? \_\_\_\_\_

# of years Agency / Agent has been at present address? \_\_\_\_\_

**CERTIFICATION / AUTHORIZATION** - I certify that I have answered all questions honestly and to the best of my knowledge.

**DATE** \_\_\_\_\_ **SIGNATURE OF AUTHORIZED REPRESENTATIVE / AGENT:** \_\_\_\_\_



# AGENT/AGENCY AGREEMENT

National Guardian Life Insurance Company (NGL) • PO Box 1191 • Madison, WI 53701-1191  
Phone 800.988.0826 • Fax 608.443.5042 • www.nglic.com

MADISON, WISCONSIN  
("the Company" or "Us" or "Our" or "NGL")  
HEREBY APPOINTS

Agent / Authorized Representative  
("You" or "Your")

Name of Agent/Agency  
("You" or "Your")

City and State

## IT IS AGREED AS FOLLOWS:

1. You are authorized to solicit and procure applications as long as you possess an insurance agent's license, an appointment and authorization from NGL for such policies described in the most recent schedules then in effect as may be issued by the Company and collect the full initial premiums thereon. All such premiums shall be paid promptly to the Company not subject to any offset by You and not to be commingled with Your personal or Agency funds.
2. You have no authority to make, alter or discharge any policy agreement, or extend the time of payment of any premium by more than fifteen (15) days; or waive any policy condition; or guarantee any dividend; or deliver any policy unless the insured is, to the best of the Agency's knowledge without investigation at that time in good health and insurable condition; or endorse checks payable to the Company; or collect any premium except the initial premium on policies issued hereunder; or make any outbound calls or send any outbound texts or faxes for the purpose of marketing Our products, unless You are in complete compliance with all applicable federal or state laws, regulations and do-not-call lists, including but not limited to the Telephone Consumer Protection Act of 1991. Notwithstanding the foregoing, You may not send any mass or automated text messages, or make any outbound calls using an automated telephone dialing device or use prerecorded or artificial voice messages on Our behalf.
3. You agree to conduct yourself in accordance with the rules, instructions and regulations of the Company provided to you prior to the effective date and the insurance laws and regulations of the state in which You solicit applications for the Company. If Your license is suspended, revoked or not renewed by any state, Your right to solicit business on our behalf in that state will be suspended until such time as Your license is reinstated or renewed.
4. From the Company's and Your standpoint, You are an independent contractor. Nothing contained in this agreement or in any course of dealing between the Writing Agent and the Company whether in the past or currently shall be construed or interpreted to create an employer-employee relationship between the Company and the Agency. You have no obligation hereunder to solicit applications for the Company, and You are free to exercise Your own judgement as to the persons from whom applications are solicited, and the companies with which You will place such insurance. The Company shall bear none of the expenses of conducting Your business under this appointment.
5. **Compensation.**
  - The commissions provided for herein, which are subject to change at any time upon a fifteen (15) day written notice to You as to policies bearing Effective Dates subsequent to such notice, shall be payable to You, Your executors, administrators or assigns, except that no assignment of commissions accrued or to accrue shall be binding upon the Company without its written consent. If this Agreement terminates because of the dissolution of the Agency, no commissions shall be payable hereunder subsequent to the date of dissolution.
  - Commissions are not paid or due on individual and group conversion plans, and on policies or contracts issued to a policy owner or contract owner within six (6) months before or after termination of another policy or contract of the Company issued to such policy owner or contract owner, to the extent not otherwise provided for herein.
  - Commissions paid by the Third Party Administrator to You shall constitute full compensation for Your services performed in accordance with this Agreement. You are responsible for all expenses incurred by You in performance of this Agreement. If the individual, employer or group is terminated for any reason, the fee payable to You will be adjusted to reflect same.
  - You shall be entitled to a commission for so long as You remain the broker of record and this agreement is in force. If an individual, employer or group solicited by You provides us with notification of a change of its broker of record, Your entitlement to fees with respect to such individual, employer or group shall terminate at the close of business on the effective date of the change designating another broker of record.
  - At any time while this agreement is in effect, or after it is terminated, the Agency shall forfeit and shall not be entitled to receive any commissions or service fees due or to become due under this agreement, if the Agency shall:
    - a. Violate any of the provisions of this agreement, or
    - b. Shall neglect to report and pay over to the Company any premium collected by the Agency or sub-producer(s), or
    - c. Shall at any time during the term of this Agreement and, for six (6) months thereafter, endeavor to induce through a means other than general advertising in the normal course of business, or shall induce any employee, producer or representative of the Company with whom you have worked during your Agency capacity hereunder to discontinue their association with the Company, or

- d. Shall endeavor to induce or shall induce any policyholder of the Company to relinquish a policy with the Company. Notwithstanding the foregoing, Agent shall not be prohibited from recommending to policyholder(s) various insurance products from other insurance carriers.
- If the Company shall return the premiums on a policy or any portion of such premiums or cancel a policy for any cause, You shall refund to the Company on demand the amount of commissions received on the premiums so returned. This provision shall survive termination of this agreement.
- If a policy issued hereunder should be lapsed for more than ninety (90) days and subsequently be reinstated, the Company shall be relieved of any further commission liability to You unless the reinstatement application for such policy was procured by You.
6. **Underwriting.** The Company reserves the right at its sole option to decline any application for coverage, to refuse to renew any coverage, to withdraw any policy or contract form, or to return directly to covered persons or applicants any payments submitted to the Company without liability to the Agency. This provision survives termination of this agreement.
7. **Indebtedness.**
  1. Any advance, loan, or extension of credit which the Agent/Agency at any time and in any manner may secure from the Company hereunder shall constitute indebtedness to the Company. If any check or draft of the Agent/Agency used to transfer monies to the Company is dishonored upon presentation for payment, the amount thereof shall constitute an indebtedness of the Agent/Agency to the Company.
  2. **Provisions Relating to Indebtedness.**
    - a. The entire indebtedness owed to the Company by the Agent/Agency may be deemed due and payable in full by the Company at any time.
    - b. The Agent/Agency shall be responsible for any costs, including reasonable attorney fees and other collection expenses, incurred by the Company in connection with the recovery from the Agent/Agency of any indebtedness of the Agent/Agency to the Company provided, the Company obtains any recovery whatsoever and irrespective of the outcome of any counterclaim, crossclaim or other legal action by the Agent/Agency.
    - c. The Agent/Agency hereby grants to the Company the right to offset all commissions becoming due hereunder against any indebtedness of the Agent/Agency to the Company; and the Company may at any time after giving Agent/Agency fifteen (15) calendar days notice of the indebtedness and Agent/Agency the right to cure, apply commissions payable to the Agent/Agency hereunder or any other monies payable to the Agent/Agency by the Company or by any company controlled by or under common contract with the Company to reduce any such outstanding indebtedness.
    - d. The Company shall be responsible for any costs, including reasonable attorney fees and other collection expenses incurred by the Agent/Agency in connection with the recovery from the Company of any indebtedness of the Company to the Agent/Agency providing the Agent/Agency obtains any recovery whatsoever and irrespective of the outcome of any counterclaim, crossclaim or other legal action by the Company.
8. **Advertising.** You have no authority to advertise using the Company name, products, premium rates, or other related information unless the advertisement is pre-approved in writing through the Company's advertising review process.
9. **Privacy.** You agree that all nonpublic personal financial information or nonpublic personal health information related to any insured or policyholder or to any consumer or customer (as such terms are defined under applicable state or federal privacy laws) of Us or any of Our affiliated companies, obtained by You in the performance of Your duties and obligations under this Agreement shall be held in the strictest confidence by You, Your producers and Employees. You shall not disclose or use such information except as necessary to carry out Your duties and obligations under this Agreement or as otherwise required under applicable state or federal law. This provision survives termination of this Agreement. The Company agrees that all nonpublic personal financial information or nonpublic personal health information related to any insured or policyholder or to any consumer or customer (as such terms are defined under applicable state or federal privacy laws) of You or any of Your affiliated companies obtained by Us in the performance of Our duties and obligations under this Agreement shall be held in the strictest confidence by Us, our producers and employees. The Company shall not disclose or use such information except as necessary to carry out Our duties and obligations under this Agreement or as otherwise required under applicable state or federal law. This provision survives termination of this Agreement.
10. **Termination.** In addition to the methods otherwise herein provided, this agreement may be terminated by either party hereto, by notice in writing of the election to terminate delivered personally or mailed certified to the other party at the last known address. Said termination shall be effective ten (10) calendar days after the date shown on such termination notice or as state regulation dictates. After the termination date, commissions which would otherwise be subsequently earned shall no longer be due. Upon the death of the Agent or dissolution of the Agency, this agreement shall terminate and any monies which are then earned and to which the Agent would have been entitled at the time of his death or dissolution of Agency shall be paid, as the premiums are paid to the Company on behalf of the Agent/Agency, to whomsoever shall be legally entitled thereto. Such monies will be held by the Company without interest or penalty until lawful determination is accepted by the Company as to the recipient of the monies.



11. **Term for Cause.** This agreement shall be terminated for cause immediately by written notice to the other party.
12. **Territory.** The territory in which You are licensed to represent us is not exclusively assigned to You and we have the right to enter into similar arrangements with others and You have the same right.
13. **Audit of Agency.** All books, accounts and records of the Agent/Agency related to the business of the Company hereunder shall be subject to audit and inspection by the Company or its duly authorized representative during normal business hours and the Company will provide reasonable notice to the Agent/Agency, including a reasonable period of time after termination hereof. Notwithstanding the foregoing, any examination of the Agent's / Agency's books, accounts, records shall be conducted in a manner reasonably designed to protect the confidentiality of the Agent's / Agency's trade secrets and confidential information. The Company may at any time make copies of or take extracts from such books, accounts, paper documents and records as it may deem necessary and as it relates to the business of the Company.
14. **Records and Supplies.** We shall have the right, but not the obligation, at all reasonable times, including a reasonable period of time after termination hereof, to inspect Your papers, documents and records, wherever located, which relate to Our business. Notwithstanding the foregoing, any examination of the Agent's / Agency's papers, documents and/or records shall be conducted in a manner reasonably designed to protect the confidentiality of the Agent's / Agency's trade secrets and confidential information. All records maintained by the Agent/Agency hereunder and all books, rate manuals, forms and other supplies furnished to the Agency by the Company shall be and remain the property of the Company and shall be returned to the Company promptly following termination hereof. All notices shall be deemed given when received. This item applies only to the business of the Company.
15. **Legal Proceedings.** The parties hereto consent, to the extent permitted by law, that jurisdiction and venue for the enforcement or interpretation of this agreement is Madison, Wisconsin. The parties herewith further agree that the law of the State of Wisconsin shall apply to enforcement, construction, and interpretation of this agreement. Any document that has been served upon You in connection with any legal proceedings involving us must be transmitted to the Home Office by registered mail promptly and as soon as reasonably practicable after receipt. You will be liable to us for any reasonable loss or expense we incur resulting from Your failure to reasonably comply with this requirement to promptly transmit documents received in connection with any legal proceeding. You hereby represent, and agree that this Agreement is contingent on Your continuing representation, that You have not been convicted, and to the best of Your knowledge that none of Your producers or employees who place insurance under this Agreement have ever been convicted, of any state or federal felony involving dishonesty or a breach of trust or any crime under 18 U.S.C. § 1033. You agree to notify us immediately in writing of any charges or actions relating to the placement of insurance that are known to You and brought in any court or by any regulatory body against You, Your producers or employees (who provide insurance or act under this Agreement) and of any felony conviction(s) of You, Your producers or employees (who provide insurance or act under this Agreement) that are known to You and relate to the placement of insurance. Failure to comply with any of the provisions of this section shall be cause for immediate termination of this Agreement.
16. **Prior Contracts Superseded.** This Agreement shall supersede any and all prior Contracts between the parties hereto, whether written or oral, regarding the services of the Agency performed for the Company with respect to such products. This Agreement and its attachments constitute the entire agreement between the parties hereto and are subject to termination by either party upon written notice to the other party. All previous agreements are void and replaced by this agreement.
17. **Additional Provisions.** Our failure to insist upon strict performance of any provisions in this Agreement will not be construed as a waiver of such provisions. This Agreement is not binding on You unless signed by You and is not binding on Us unless signed by one of Our authorized officers.
18. **Hold Harmless.** Each party to this Agreement will indemnify and hold harmless the other party from and against any and all claims, losses and expenses, including without limitation reasonable attorney fees and costs of defense that such other party incurs as a result of the first party's error, faulty action or omission or breach of this Agreement.

Subject to approval by the Company, this Agreement shall take effect on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Approval:

I accept this appointment subject to the terms and conditions herein provided.

**NATIONAL GUARDIAN LIFE INSURANCE COMPANY**

\_\_\_\_\_  
Agent/Agency Name

By \_\_\_\_\_

Patrick M. Juarez  
Senior Vice President, Director Emerging Markets

\_\_\_\_\_  
Authorized Representative / Agent Signature

Social Security No. \_\_\_\_\_





# Business Associate Agreement

National Guardian Life Insurance Company (NGL) • PO Box 1191 • Madison, WI 53701-1191  
Phone 800.988.0826 • Fax 608.443.5042 • www.nglic.com

This Business Associate Agreement (the “**Agreement**”) effective as of \_\_\_\_\_, 20\_\_ (“**Effective Date**”), is entered into by and between National Guardian Life Insurance Company (“**Covered Entity**”) and \_\_\_\_\_ (“**Business Associate**”) (collectively, “**the Parties**”).

## **RECITALS**

WHEREAS, the purpose of this Agreement is to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, as heretofore or hereafter amended (“HIPAA”), and associated regulations 45 C.F.R. Parts 160 - 164, as heretofore or hereafter amended (the “Privacy and Security Rules”);

WHEREAS, the Parties have heretofore entered into, or may hereafter enter into, one or more agreements or arrangements whereby Business Associate shall or may provide certain services to Covered Entity, and pursuant to such agreements or arrangement(s), Business Associate may be considered a “business associate” of Covered Entity as defined in the Privacy and Security Rules; and

WHEREAS, Business Associate may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under such agreements or arrangement(s);

NOW, THEREFORE, in consideration of the Parties continuing obligations under this Agreement, compliance with HIPAA and the Privacy Security Rules, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Agreement in order to address the requirements of the Privacy and Security Rules and to protect the interests of both Parties.

## **SECTION 1. INTERPRETATION; DEFINITIONS**

**1.1 Interpretation.** In the event of an inconsistency between the provisions of this Agreement and the provisions of the Privacy and Security Rules, the Privacy and Security Rules shall control. Where provisions of this Agreement are different than those mandated by the Privacy and Security Rules, but are nonetheless permitted by the Privacy and Security Rules, the provisions of this Agreement shall control. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy and Security Rules.

**1.2 Definitions.** Any and all capitalized terms in this Agreement shall have the definitions ascribed to them herein. Whenever the context so requires, the gender of all words used in this Agreement includes the masculine, feminine, and neuter, and the singular shall include the plural, and conversely.

**1.2.1 Electronic Protected Health Information (EPHI)** means individually identifiable health information that is transmitted by electronic media, maintained in electronic media; or transmitted or maintained in any other form or medium.

**1.2.2 Electronic Storage Media** is defined as 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.

**1.2.3 Individual** shall have the same meaning as the term “Individual” in 45 CFR §160.103, as amended, and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

**1.2.4 Protected Health Information** shall have the same meaning as the term “Protected Health Information” in 45 CFR §160.103, as amended, limited to the information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity.

**1.2.5 Required By Law** shall have the same meaning as the term “Required By Law” in 45 CFR §164.103, as amended.

**1.2.6 Secretary** shall mean the Secretary of the United States Department of Health and Human Services or his/her designee.

**1.2.7 Transmission Media** shall mean 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.

## **SECTION 2. SERVICES**

Pursuant to its current or future agreement(s) or arrangement(s) with Covered Entity, Business Associate shall or may provide services which may involve the use and/or disclosure of Protected Health Information. Except as otherwise specified herein, Business Associate may make any and all uses of Protected Health Information necessary to perform its obligations under its arrangement(s) and agreement(s) with Covered Entity.

## **SECTION 3. RESPONSIBILITIES OF BUSINESS ASSOCIATE**

**3.1 Responsibilities of Business Associate.** With regard to its use and/or disclosure of Protected Health Information, the Business Associate hereby agrees to the following:

**3.1.1** Not to use or disclose Protected Health Information except as permitted or required by this Agreement or as Required By Law;

**3.1.2** To use appropriate safeguards to maintain the security of the Protected Health Information and to prevent unauthorized use and/or disclosure of the Protected Health Information;

**3.1.3** To report to the designated privacy officer of Covered Entity, in writing, any use and/or disclosure of the Protected Health Information that is not permitted, required by this Agreement, or Required By Law, of which Business Associate becomes aware, including breaches of unsecured Protected Health Information as required at 45 CFR 164.410, and any security incident of which it becomes aware, within ten (10) days of Business Associate's discovery of such unauthorized use and/or disclosure;

**3.1.4** To mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of the Protected Health Information by Business Associate in violation of this Agreement;

**3.1.5** To require all of its employees, representatives, subcontractors, and agents that create, receive, maintain, transmit or otherwise have access to the Protected Health Information under this Agreement to agree in writing to adhere to the same restrictions and conditions on the use and/or disclosure of the Protected Health Information that apply herein;

**3.1.6** Upon written request, to make available during normal business hours at Business Associate's offices, within ten (10) calendar days of such request, all books, records, and agreements, including policies and procedures, relating to the use and disclosure of the Protected Health Information to Covered Entity for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of this Agreement;

**3.1.7** Upon written request, to make available all books, records, and agreements, including policies and procedures, relating to the use and disclosure of the Protected Health Information to the Secretary in a time and manner designated by the Secretary for the purposes of determining compliance with HIPAA and the Privacy and Security Rules;

**3.1.8** To document any disclosures of the Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of the Protected Health Information in accordance with 45 CFR §164.528; and

**3.1.9** To provide to Covered Entity or an Individual, in the time and manner designated by Covered Entity, information collected in accordance with this Agreement to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of the Protected Health Information in accordance with 45 CFR §164.528.

**3.2 Responsibilities of Business Associate.** With regard to its use and/or disclosure of Electronic Protected Health Information (EPHI), the Business Associate hereby agrees to the following:

**3.2.1** Implement each "Required" administrative, physical, and technical safeguard that reasonably and appropriately protects the confidentiality, integrity, and availability of the EPHI that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by the security regulations 45 CFR 164.302 through 45 CFR 164.318 or as later amended;

**3.2.2** Ensure that any agent, including a subcontractor, to whom Business Associate provides EPHI, agrees to implement reasonable and appropriate safeguards to protect such EPHI;

**3.2.3** Report to Covered Entity in writing any EPHI that the Business Associate creates, receives, maintains or transmits on behalf of Covered Entity that is not permitted or required by the Agreement within 15 days of the Business Associate's discovery;

**3.2.4** For each standard that is "Addressable," Business Associate must either implement the specification, or document why implementing the specification is not reasonable and implement an equivalent alternative measure.

#### **SECTION 4. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE**

**4.1** **Permitted Uses and Disclosures by Business Associate.** With regard to the use and disclosure of Protected Health Information, Business Associate agrees to the following:

**4.1.1** Business Associate may only use or disclose Protected Health Information as necessary to perform the services set forth in agreement with Covered Entity;

**4.1.2** Business Associate may use or disclose Protected Health Information as required by law;

**4.1.3** Business Associate agrees to make uses and disclosures and requests for Protected Health Information consistent with Covered Entity's minimum necessary policies and procedures;

**4.1.4** Business Associate may not use or disclose Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity; and

**4.1.5** Business Associate may use or disclose Protected Health Information in order to provide data aggregation services relating to health care operations of Covered Entity.

#### **SECTION 5. OBLIGATIONS OF COVERED ENTITY**

**5.1** **Obligations of Covered Entity.** With regard to the use and/or disclosure of the Protected Health Information by Business Associate, Covered Entity hereby agrees to the following:

**5.1.1** To notify Business Associate of any changes in the form of notice of privacy practices that Covered Entity provides to Individuals pursuant to 45 C.F.R. §164.520 and to provide Business Associate with a copy of the notice currently in use;

**5.1.2** To notify Business Associate of any changes, restrictions, or revocation of, permission by Individuals to use or disclose the Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of the Protected Health Information;

**5.1.3** To notify Business Associate of any restriction on the use or disclosure of Protected Health Information that Covered Entity has agreed to or is required to abide by under 45 C.F.R. §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information;

**5.1.4** Not to request Business Associate to use or disclose the Protected Health Information in any manner that would not be permissible under the Privacy and Security Rules if done by Covered Entity; and

**5.1.5** Upon receiving notification from Business Associate concerning a breach of unsecured Protected Health Information, Covered Entity shall proceed with providing all required regulatory and consumer notifications.

#### **SECTION 6. TERM AND TERMINATION**

**6.1** **Term.** The term of this Agreement shall commence as of the Effective Date and shall continue until all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is unfeasible for Business Associate to return or destroy the Protected Health Information, protections are extended to such information by Business Associate, in accordance with the termination provisions of this Agreement.

**6.2** **Termination by Covered Entity.** Upon a material breach by Business Associate of any of its obligations hereunder, it shall immediately provide notice thereof to Covered Entity, and Covered Entity shall:

**6.2.1** Provide an opportunity for Business Associate to cure the breach or end the violation within a time period which Covered Entity determines is reasonable under the circumstances, terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or

**6.2.2** Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and a cure by Business Associate of such breach is not possible; or

**6.2.3** If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**6.3 Termination by Business Associate.** If Business Associate determines that a material condition of performance has changed under this Agreement, or that Covered Entity has violated the terms of this Agreement, Business Associate may provide thirty (30) days prior written notice to Covered Entity of its intention to terminate this Agreement. Business Associate agrees to cooperate with Covered Entity to reach a mutually satisfactory solution to the matter prior to terminating this Agreement and this Agreement shall terminate only if such a solution is not reached.

#### **6.4 Effect of Termination.**

**6.4.1** Except as provided in Section 6.4.2, upon termination of this Agreement for any reason, Business Associate shall promptly return or destroy all the Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to the Protected Health Information that is in the possession or under the control of subcontractors or agents of Business Associate. Neither Business Associate, nor its subcontractors or agents, shall retain copies of the Protected Health Information; or

**6.4.2** In the event that the return or destruction of the Protected Health Information is unfeasible, Business Associate shall promptly provide to Covered Entity notification of the conditions that, in its view, make return or destruction unfeasible. Subject to Covered Entity's agreement therewith, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction unfeasible, for so long as Business Associate, its subcontractors or agents, maintain such Protected Health Information. All obligations of Business Associate under Section 3 shall continue as long as such Protected Health Information is maintained by Business Associate and its subcontractors or agents.

**6.4.3** Business Associate's obligations under this Section 6.4 shall survive the termination of this Agreement indefinitely.

**6.4.4** Should this Agreement be terminated for cause by Covered Entity, such termination shall be considered a material default by Business Associate under any underlying agreement between it and Covered Entity and shall entitle Covered Entity to terminate that agreement.

### **SECTION 7. MISCELLANEOUS**

**7.1 No Third Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties hereto any rights, remedies, obligations, or liabilities whatsoever.

**7.2 Amendment.** This Agreement may not be modified or amended, except in writing signed by each Party. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA and the Privacy and Security Rules.

**7.3 Survival.** The respective rights and obligations of Business Associate under this Agreement shall survive the termination of this Agreement.

**7.4 Assistance in Litigation or Administrative Proceedings.** Business Associate shall make itself, and any employees, subcontractors, or agents assisting Business Associate in the performance of its obligations under this Agreement and those agreements and arrangements described in Section 2, available to Covered Entity, at no cost to Covered Entity, to testify, be deposed, or otherwise assist Covered Entity and its counsel in the event of litigation or administrative proceedings commenced against Covered Entity, its officers, directors, and employees, based upon a claimed violation of HIPAA, the Privacy and Security Rules, or other laws relating to security and/or privacy, except where Business Associate or its employee, subcontractor, or agent is named as an adverse party in the proceeding. The provisions of this Section shall survive the termination of this Agreement indefinitely.

**7.5 Indemnification.** Business Associate agrees to indemnify Covered Entity, its assignees and licensees, and hold each of them harmless from and against any and all claims, demands, losses, damages, liabilities, costs, and expenses, including legal fees, arising out of or by reason of any breach or alleged breach by Business Associate,

its employees, subcontractors, or agents, of any of its obligations under this Agreement.

**7.6 Notices.** All notices required under this Agreement shall be deemed to have been properly served if delivered in writing personally, by recognized overnight delivery services (such as Federal Express), by facsimile (confirmed by telephone), or by U.S. registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Covered Entity:

National Guardian Life Insurance Company  
Two East Gilman Street  
P.O. Box 1191  
Madison, Wisconsin 53701-1191  
Attention: President  
Telephone: 608.257.5611  
Fax: 608.257.4282

If to Business Associate:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_

or such other place or places as either Party, by notice given in accordance with this Section, may designate in writing from time to time. All notices shall be effective upon receipt by the Party to be notified.

**7.7 Governing Law.** This Agreement shall be governed under the laws of the State of Wisconsin.

**7.8 Recitals.** The RECITALS set forth hereinabove are incorporated herein in their entirety.

**7.9 Counterpart Execution.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall together constitute one and the same instrument. For purposes hereof, facsimile copies hereof and facsimile signatures hereof shall be authorized and deemed effective.

**7.10 Entire Agreement.** This Agreement sets forth the entire agreement of the Parties hereto with respect to the subject matter hereof and supersedes all prior discussions and agreements, written or oral, with respect thereto.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the day and year written above.

**“COVERED ENTITY”**

NATIONAL GUARDIAN LIFE  
INSURANCE COMPANY

By: \_\_\_\_\_  
Patrick M. Juarez  
Senior Vice President, Director Emerging Markets

**“BUSINESS ASSOCIATE”**

By: \_\_\_\_\_  
Name:  
Title:





# General Authorization and Release

National Guardian Life Insurance Company (NGL) • PO Box 1191 • Madison, WI 53701-1191  
Phone 800.988.0826 • Fax 608.443.5042 • [www.nglic.com](http://www.nglic.com)

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I hereby authorize National Guardian Life Insurance Company (NGL) to contact any past employer, business associate, business partner, military service, court, law enforcement agency, insurance company, financial institution, or any other person or entity to obtain information about my background, employment, schooling, business activities and experience, character, criminal record, or financial status.

I hereby authorize any of the above persons, institutions, or entities to provide the above information to NGL and waive and release any claims I may have related to the providing of such information. I also authorize them to rely on a photocopy or facsimile copy of this authorization.

I also acknowledge that NGL may participate in programs which provide background and financial information on insurance agencies, agents or producers, including debit balances. I authorize NGL to obtain information about me personally and/or my entity (if applicable) from these programs and to share any information obtained from other sources with these programs. I also waive and release any claims I may have related to the sharing of such information by NGL or the programs in which NGL participates.

This authorization is continuing and remains in effect until revoked by me in writing delivered to an officer of NGL.

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



# Fair Credit Reporting Act Consumer Disclosure

National Guardian Life Insurance Company (NGL) • PO Box 1191 • Madison, WI 53701-1191  
Phone 800.988.0826 • Fax 608.443.5042 • [www.nglic.com](http://www.nglic.com)

**Obtaining a “Consumer Report”** NGL<sup>1</sup>, when making a decision to offer you a producer Agreement or to continue an Agreement, may obtain and use a “consumer report” from a “consumer reporting agency.” These terms are defined in the Fair Credit Reporting Act as amended, 15, U.S.C. § 1681 et seq. (“FCRA”).

A “consumer reporting agency” is defined in the FCRA as a person or business that for monetary fees, dues, or in a cooperative nonprofit basis, regularly engages in whole or in part in the practice of assembling or evaluating consumer credit information or other information on consumers for the purpose of furnishing consumer reports to others.

A “consumer report” is defined by the FCRA as including any written, oral or other communication of any information by a “consumer reporting agency” bearing on a consumer’s credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living, which is used or expected to be used or collected in whole or in part for the purpose of serving as a factor in employment-related decisions affecting a consumer.

As an Agent/Agency with an interest in a relationship as a producer with NGL, you are a “consumer” with rights under the FCRA. If NGL obtains a “consumer report” about you and if NGL considers any information in the consumer report when making a decision that adversely affects you, you will be provided with a copy of the “consumer report” before the decision becomes final. You may also contact the Federal Trade Commission about your rights under the FCRA.

Signature of Authorize Representative / Agent: \_\_\_\_\_

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

<sup>1</sup> For purposes of this Authorization and Release, NGL includes National Guardian Life Insurance Company, its related companies and their agents.

**National Guardian Life Insurance Company c/o**

**Company Name:** \_\_\_\_\_

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

**City/ST/Zip:** \_\_\_\_\_

**Phone:** \_\_\_\_\_



## AHCP Signature Authorization

PLEASE READ THIS AUTHORIZATION, SIGN IN THE BOX BELOW AND SUBMIT THIS FORM BY FOLLOWING THE INSTRUCTIONS PROVIDED ON THE COVER PAGE.

I, \_\_\_\_\_, hereby authorize America's Health Care Plan/Rx Agency, LLC (AHCP) and its general agency customers (the "Authorized Parties") to affix or append a copy of my signature, as set forth below, to any and all required signature fields on forms and agreements of any insurance carrier (a "Carrier") designated by me through AHCP or through any other means, including without limitation, by e-mail or orally. The Authorized Parties shall be permitted to complete and submit all such forms and agreements on my behalf for the purpose of becoming authorized to sell Carrier insurance products. I hereby release, indemnify and hold harmless the Authorized Parties against any and all claims, demands, losses, damages, and causes of action, including expenses, costs and reasonable attorneys' fees which they may sustain or incur as a result of carrying out the authority granted hereunder.

By my signature below, I certify that the information I have submitted to the Authorized Parties is correct to the best of my knowledge and acknowledge that I have read and reviewed the forms and agreements which the Authorized Parties have been authorized to affix my signature. I agree to indemnify and hold any third party harmless from and against any and all claims, demands, losses, damages, and causes of action, including expenses, costs and reasonable attorneys' fees which such third party may incur as a result of its reliance on any form or agreement bearing my signature pursuant to this authorization.

Please sign in the center of the box below. Please use BLACK ink.

PRODUCERIDXXX



### 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](mailto:contracting@AHCPsales.com)

# Request for Taxpayer Identification Number and Certification

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

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 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 line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-				-			
or											
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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**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 for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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## General Instructions

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

## PRODUCER AGREEMENT

This PRODUCER AGREEMENT ("Agreement") is entered into by and between America's Health Care/RX Plan Agency, Inc., a Delaware Corporation and its affiliate companies, including Quotit Corporation, Health Compare Insurance Services, Inc. and Velapoint LLC, which are all indirect subsidiaries of National General Holdings Corp. (collectively "AHCP"), and \_\_\_\_\_ as Agent ("Agent"). The Agreement shall become effective upon Agent's licensure and appointment.

- 1) Appointment. AHCP appoints Agent to act as marketer soliciting sales of products offered by and through AHCP and its Carrier partners. "Carrier" means any insurance company, program manager, membership association, or similar entity with whom AHCP has entered into a marketing agreement.

Agent and Sub-Agents must be properly licensed, registered, approved, and appointed by and/or through AHCP. "Sub-Agent" means a person or entity that (i) has executed a Producer Agreement with AHCP after being solicited by Agent, or (ii) has executed a Producer Agreement with AHCP independent of any solicitation by Agent, and has been duly appointed by AHCP and assigned by AHCP to assist Agent in the performance of duties under the Producer Agreement. All Sub-Agents are marketing agents of AHCP whether recruited by Agent or AHCP. Once the Sub-Agent's paperwork has been submitted and approved by AHCP, the Sub-Agent may be appointed with AHCP Carriers under the Agent.

- 2) Relationship and Authority. The relationship of Agent to AHCP and scope of authority are set forth in the Agent Guidelines. Agent shall be solely responsible for paying all expenses incurred by Agent in performance of this Agreement.

AHCP or the Carrier retains the right at all times to deny appointment of any proposed Agent or Sub-Agent or to terminate AHCP's relationship with any Agent or Sub-Agent for any reason, with or without cause.

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 Sub-Agent has sold business within the preceding six months, Sub-agent 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 by AHCP.

Upon thirty (30) days' written notice to Agent, AHCP may, in its sole discretion and without incurring any liability to Agent or Sub-Agents, discontinue conducting all or any part of its business within all or any part of Agent's territory or any other territory even if AHCP is still licensed and authorized therein.

- 3) Agent Responsibilities.
  - a) Agent shall at all times comply with all laws and regulations of the states in which Agent solicits business. Agent shall be responsible for acquiring and maintaining all licenses in any territory in which Agent solicits insurance, as required by applicable law.
  - b) Agent shall pay for all of Agent's license fees, appointment fees, bond fees, and fees and taxes required by any federal, state or local government, and any required by carriers. Further, Agents are solely and strictly responsible for the performance, fidelity and honesty of employees, Sub-Agents, and independent contractors, all of whom are expected to act in full compliance with the Agreement and Agent Guidelines.
  - c) Agent is solely responsible for the performance, fidelity and honesty of Agent's employees and Sub-Agents during the term of their employment or relationship with Agent.
  - d) Agent shall immediately report to AHCP any suspension, revocation, or administrative action taken against their license.
  - e) All funds collected by Agent are held by Agent in trust and are the property of the Carriers. Agent shall act as fiduciary with respect to those funds, which will in no event be used by Agent for personal, business or other purposes.
  - f) Agents may not: (i) rebate any premiums or commissions to any party; (ii) make, alter or discharge any contract or policy; (iii) extend the time for payment of any premium; (iv) waive any forfeiture, policy provision or premium payments; or (v) modify any rate, receipt or requirement.
  - g) Agent agrees to work diligently to prevent lapsing and replacement of insurance effected hereunder.
  - h) All insurance written by Agent is and remains the property of the Carriers.
  - i) Agents and Sub-Agents 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 shall Agents or Sub-Agents incur any liability or debt on behalf of AHCP or any Carrier. All insurance placed by Agents and Sub-Agents shall be the property of the Carrier.
  - j) Agents have no authority to act on behalf of AHCP or its Carriers other than as expressly provided under the Producer



Agreement. Agents shall at all times comply with all of AHCP's and its Carriers' rules and regulations as amended from time to time (including but not limited to this Agreement and Agent Guidelines), and with all applicable federal and state laws, rules, and regulations.

- k) Agents will immediately remit to AHCP or its Carrier any premiums collected or received. Any premiums and funds collected by Agents and Sub-Agents shall be held in trust for AHCP and its Carriers and will, in no event, be used by any of them for personal, business or other purposes.
- l) Agents agree to work diligently to prevent lapsing and replacement of insurance effected hereunder.
- m) Agents are financially responsible to AHCP, Carriers, and their assigns, for any and all debit balances due by Agent, any Sub-Agent, or any Sub-Agent from which Agent receives an override. In the event any such debit balance or account is not paid in full when due, the debit balance or account will be transferred to the account of Agent and Agent agrees to pay the same. Coincident with that transfer, all rights to any and all future Earned Commissions attributable to the account, and tax benefits, will also be transferred to Agent.

4) AHCP Responsibilities. AHCP agrees to provide Agents with the following benefits and services:

- a) Competitive carriers and products, as determined by AHCP;
- b) Lead Marketing Credits, issued as a fixed value based upon policies issued through AHCP, where applicable (varies by Carrier and product type), to be used to off-set the cost of lead acquisitions through AHCP;
- c) Carrier and product training support;
- d) As-earned and/or Advanced funded commissions by AHCP (may vary by carrier/product);
- e) A toll-free agent support line;
- f) Opportunities for production bonuses or incentives;
- g) Agency newsletters which include Carrier updates, important announcements and new carrier and product information; and
- h) Access to agency management tools and technology.

5) Commissions.

- a) **Assigned Commissions:** Subject to all terms of the Agreement, AHCP or its delegate will compensate Agent with the commissions as determined by each Carrier and AHCP. AHCP does not impose a vesting schedule on Agent. Agent is immediately vested according to each Carrier's vesting schedule.

AHCP shall pay no commission to Agent for the sale of any insurance policy or product unless and until AHCP receives payment of its commission from the Carrier that accepts an application for and issues the policy or product.

Commissions paid to Agent will be net of any commissions paid to the Sub-Agent. Agent shall be solely responsible for paying all expenses incurred by Agent in performance of this Agreement. AHCP reserves the right to approve all commission percentages to Sub-Agents, which approval shall not be unreasonably withheld.

Confirmation of first year and renewal percentages shall be made available to Agent upon written request to AHCP. Commissions may be modified by AHCP. AHCP will make best efforts to provide at least ten (10) days' notice to Agent. In this event, commissions paid to Agent will be net of any commissions paid to the Sub-Agent. AHCP reserves the right to approve and modify all commission percentage assigned 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 receives payment of its commission from Carrier.

- b) **Unassigned Commissions:** For any Carrier commissions that are paid by Carrier to Agent directly, Agent will be compensated in accordance with the terms and conditions of the Carrier's appointment contract and payment schedule(s).

6. 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 increase 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 along with interest and/or administrative fees. AHCP reserves the right to charge a reasonable interest on all debit balances. Agent is financially responsible to AHCP and their assigns, for any and all debit balances due by Agent, their Sub-Agents, or any Sub-Agent on whom Agent receives an override. Agent and Sub-Agents shall assume the full and complete advance balance and debit balance of any Sub-Agent.

AHCP may satisfy debit balances of Agents or Sub-Agents by retaining and setting off unpaid earned commissions and override commissions and any other monies due and owed to the Agent by any AHCP Carrier.

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 or transfer shall not be approved.

7. 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 appointments by Carrier.
8. Termination.
  - a) This Agreement may be terminated without cause by either party upon thirty (30) days prior written notice to the other party.
  - b) AHCP may terminate immediately "for cause" with written notice to Agent if an Agent or any of their employees' Sub-Agents:
    - i. Commits any fraud or dishonesty in connection with the duties, services or actions while performing on behalf of AHCP or any of its Carrier;
    - ii. Violates any of the terms of the Producer Agreement or Agent Guidelines, or the laws, rules, or regulations governing insurance sales in the state or states in which Agents or Sub-Agents are licensed or any state or assigned territory;
    - iii. Is indicted or convicted of a felony;
    - iv. Publishes, distributes, posts or uses any circulars, advertising, sales material, or other matter referring to AHCP or its Carrier or to contracts or policies without first securing written approval;
    - v. Becomes insolvent or bankrupt, or makes an assignment for the benefit of creditors, or is in default of any obligation; or
    - vi. Uses AHCP furnished leads to sell a policy or product issued by a company other than AHCP or its Carriers.

If the Producer Agreement is terminated for cause, then all of Agent's rights to any compensation will be immediately terminated, including but not limited to all commissions and renewal commissions.

  - c) Upon termination of this Agreement, AHCP may reassign, solicit, appoint or otherwise work with the Sub-Agents of Agent.
  - d) Termination of this Agreement does not absolve Agent of its obligation to repay any outstanding debit balances or chargebacks owed and does not terminate Carrier commissions due to AHCP.
9. Premiums. Agent shall immediately remit all premiums collected or received by Agent and its Sub-Agents in accordance with AHCP Agent Guidelines. For products which require payment of initial premium at the time of application, such premium must be accepted by AHCP or Carrier.
10. Rolling Business. AHCP acknowledges that Agent must act in the client's best interest when recommending changing carriers. However, Agent agrees that moving a block of business from one carrier to another carrier, for the sole purpose of generating or increasing commissions, is not permitted by AHCP and may result in termination of this Agreement for cause.
11. Records. Agent shall keep records of all sales and provide reports as set forth in the Agent Guidelines. AHCP or Carrier will furnish Agent with a monthly statement of Agent's accounts and will pay any amounts due, subject to other provisions of the Agreement. Agent must report any discrepancies and return payment within 30 days or payment will be deemed accepted.
12. Printed Material. AHCP will, itself or through its Carriers, furnish Agents with all applications, circulars, and printed matter which AHCP determines is necessary for doing business under the Producer Agreement. Agents and Sub-Agents agree not to publish, distribute or use any circulars, advertising, sales material, or other matter referring to AHCP or the Carriers or their policies or use their logos without first securing AHCP's and the pertinent Carrier's written approval. All printed matter and supplies AHCP furnishes are property of AHCP and will be promptly returned to AHCP upon request or when the Producer Agreement terminates.
13. Discontinuance of Policy Forms. Without incurring any liability to Agents or Sub-Agents, AHCP or the Carrier may discontinue, replace, or withdraw any policy or other product offering now or hereafter made available for Sale. AHCP, or the Carrier, in its discretion, may also determine commissions and renewal commissions, if any, on any policy or other product offering.
14. Insurance. Agents must carry and cause Sub-Agents to carry, at all times during the term of the Producer Agreement, Errors and Omissions liability insurance with not less than \$500,000 per occurrence, or such other amount as AHCP, Carrier or applicable law may approve or require, covering Agents and Sub-Agents, and naming AHCP as an additional insured. Each policy of such insurance shall be issued by an insurance company acceptable to AHCP. Agents will deliver to AHCP a certificate evidencing such insurance prior to commencement of marketing activities.

15. Proprietary Information. Except as may be necessary to perform services under the Producer Agreement, or as may be compelled by law or legal process, Agents may not directly or indirectly divulge, disclose, or communicate to any person, firm, or corporation any Proprietary Information or Trade Secrets of AHCP.

Any breach of the terms of this paragraph is a material breach of the Producer Agreement. The provisions of this Agreement may be enforced by all applicable legal and equitable means, including, without limitation, injunctive relief and suit for damages.

"Proprietary Information" includes, but is not limited to, prospect, policyholder, customer, client, and vendor or supplier lists; identity of customers and clients (including names, addresses, telephone numbers, social security numbers, medical records, medical conditions, or other personal information); amounts and types of insurance; expiration and renewal dates of policies; claim histories; due dates of premiums and amounts thereof; reinsurance companies; premiums and conditions; the prices AHCP obtains or sells, or has obtained or sold, any products or services, and any other information of, about, or concerning the business of AHCP, its manner of operation, its plans, or processes, and any information contained in monthly accounts submitted to Agents and Sub-Agents by AHCP.

Agents agree that Proprietary Information also constitutes Trade Secrets. "Trade Secret," in those states that have adopted the Uniform Trade Secrets Act, is defined as in the Act. In other states, a "Trade Secret" shall have the same meaning as defined in the Act or the meaning given such term by the law of such state, whichever is the more encompassing. Agents agree that AHCP derives independent economic value from its Proprietary Information and Trade Secrets and from their not being generally known to the public or to other persons who can obtain economic value from their disclosure. Agents agree that all Proprietary Information and Trade Secrets are the sole property of AHCP and that AHCP utilizes efforts that are reasonable under the circumstances to maintain the secrecy of its Proprietary Information and Trade Secrets.

Agents hereby assign to AHCP all rights it might otherwise have acquired or might hereafter acquire in Proprietary Information and Trade Secrets. Agents will not during or after the term of the Producer Agreement make use of any Proprietary Information or Trade Secret for any purpose except as authorized by AHCP, including but not limited to the solicitation of business from any person or entity.

16. Indemnity. Agent agrees to indemnify AHCP, its 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 or Sub-Agents. AHCP agrees to indemnify Agent 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 AHCP.

17. Assignment. AHCP may assign its rights hereunder to a third party, including but not limited to any lender.

Agents may not, without the express prior consent of AHCP, assign any of its rights or responsibilities under the Producer Agreement. No assignment of commissions payable by AHCP to Agents will be valid unless authorized by AHCP in advance in writing.

AHCP will, at all times, have a superior, continuing security interest in all commissions prior to the rights of any permitted assignee. Any assignment so authorized shall be subject to any and all indebtedness of Agents to AHCP.

18. Relationship. Agents have been appointed to act as a marketing agent for AHCP and to represent AHCP in selling the products offered by and through AHCP and its authorized insurance carriers, program managers, and membership associations. The relationship of the Agent to AHCP is that of an independent contractor, and nothing about the Producer Agreement shall be construed to create the relationship of employee and employer, a partnership or joint-venture.

19. Audits. Agent shall maintain sufficient and accurate records for the performance its business. Such records shall be open for the inspection of AHCP and Carriers or their authorized representatives at any time.

Agent, on behalf of itself and Sub-Agents, agrees to maintain all documents, records and other information concerning its arrangements with Policyholders for at least ten (10) years following the termination of this Agreement, or such longer period as may be required by law, and to make such documents, records and information available to AHCP and Carrier on request. This provision shall survive the termination of this Agreement.

Agent agrees to allow AHCP and/or Carrier to audit all relevant books and records upon at least five (5) business days' prior written notice and during regular business hours. AHCP and Carrier are solely responsible for their own expenses in connection with conducting the audit.

20. Security Interest. 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. 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.
21. Governing Law. The Agreement shall be governed by the laws of Delaware.
22. 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.
23. Dispute Resolution; Equitable Relief. Each Party agrees that, in the event of a dispute or alleged breach, they shall first work together in good faith to resolve the matter internally through negotiations and, if necessary, by escalating it to higher levels of management. The foregoing shall not apply to, and shall not prevent a party from seeking immediate relief in the event of, disputes involving confidentiality or data protection provision of this Agreement or infringement of intellectual property rights (in which case either party shall be free to seek available remedies in a court of competent jurisdiction in accordance with the Governing Law section of this Agreement).
24. Entire Agreement. This Agreement, including Addendum A – Advance of Commissions and Addendum B – 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            .

Agent: \_\_\_\_\_

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



Steven Trattner, President  
America's Health Care/Rx Plan Agency, Inc.

\_\_\_\_\_  
Date

**ADDENDUM A**  
**ASSIGNMENT OF COMMISSIONS**

In exchange for access to AHCP programs and services, Agent agrees to assign all commissions earned to AHCP, 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 terms and conditions of this Producer Agreement, the commission structure and advance commission schedule 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 by providing advance written notice to Agent when possible.
4. AHCP may not assign any Agent-earned commissions to any unaffiliated party without Agent's express written consent.
5. 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.
6. 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.
7. 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.
8. 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 ten (10) months, Agent agrees that AHCP may use any earned commissions of Agent under other accounts with AHCP or any of its Carriers to offset the debit balance in any other account of the Agent. In the event of termination of the Producer Agreement, termination by any Carrier of its marketing of policies through AHCP or through the Agent or their Sub-Agents, or following a determination by AHCP that the estimated value of future Earned Commissions is not sufficient to pay the remaining debit balances, then all Earned Commissions, if any, shall be applied to repay the remaining debit balances until fully paid. If the debit balances are not paid off, the entire remaining balance will be immediately due at the earlier of ten (10) months or upon determination that Earned Commissions will not be sufficient to repay the debit balance in full. Any amount remaining unpaid after the due date shall bear interest until paid at the highest applicable lawful rate of interest. If the balance due is not paid in full within thirty (30) days after the due date, the Agent forfeits rights to any future vested Earned Commission.

## **ADDENDUM B**

### **AGENT GUIDELINES**

The Agent Guidelines (“Guidelines”) were developed to enhance and facilitate the business relationship between AHCP and Agent. These Guidelines and any rules contained herein are intended to promote an environment that is both stable and productive for an Agent sales distribution system. The Agent Guidelines are also intended to provide additional information on provisions set forth in the Producer Agreement. By signing the Producer Agreement, Agent has agreed to comply with the Agent Guidelines when selling for AHCP.

The Guidelines are subject to change by AHCP. Agents should routinely check for bulletins and updates within AHCP’s back office online portal. AHCP will also make reasonable effort to send out timely email updates regarding any changes to the Guidelines.

#### **Scope of Authority**

Each Agent is free to exercise their own judgment as to the time and manner for performing services required under this Agreement. An Agent is also free to exercise their own judgment as to the persons from whom they will solicit applications and the time and place of solicitation, subject to compliance with applicable law.

#### **Limits on Authority**

Agent shall not directly or indirectly contract with any of AHCP’s Carriers until Agent is officially released by AHCP specifically for that carrier. To be released by AHCP, Agent must (a) request release in writing and receive authorization in writing from any contracted upline general agency, (b) have no new business sold within the 6 months prior to requested release date, and (c) have no outstanding balance owed to AHCP or Agent’s upline. Upon satisfaction of these requirements, release requests will be approved by AHCP. Release requests that do not meet these requirements shall be granted in AHCP’s sole discretion.

#### **Recruitment of and/or Assignment of Sub-Agents**

Agents may, pursuant to rules and policies adopted by AHCP, solicit new Sub-Agents in any state where Agent and Sub-Agents are properly licensed with the state insurance department.

Agent acknowledges that any such recruited or recommended Agent or Sub-Agent that executes a Producer Agreement, is accepted by and appointed with AHCP becomes an Agent of AHCP, and is only assigned to managing Agent’s hierarchy for the purpose of creating a stable and productive sales distribution system within AHCP.

Agent shall not, during the time Agent is contracted with AHCP and for a period of one year thereafter, solicit, hire, recruit, entice or otherwise suggest or encourage any AHCP Agent or Sub-Agent to discontinue or lower production on behalf of AHCP and its Carriers, to terminate its relationship with AHCP or to breach its contract with AHCP.

Agents will be held responsible for any misappropriation or shortage of funds due AHCP or any Carrier due to the actions of such Sub-Agents.

Agents may not permit or allow any Sub-Agent to solicit applications for insurance policies sold by AHCP until such individuals are duly licensed with the proper state insurance department and are approved and appointed by AHCP and its Carriers.

AHCP may assign Sub-Agents who are already licensed to an Agent. Nothing in the Producer Agreement or Agent Guidelines should be construed to limit AHCP’s ability to reassign, solicit, appoint or otherwise work with any Sub-Agents.

#### **Agent and Sub-Agent Requests for Transfers**

If Agent is also Sub-Agent within a managing Agent’s hierarchy, Agent may submit a written request to AHCP to be transferred to another managing Agent if (1) Agent has no new production (submitted and/or paid) for at least six (6) months; and (2) Agent has no outstanding advance compensation loan balance with AHCP. In the event Agent has production (submitted and/or paid) within the last six (6) months, Agent must (1) obtain a written release from their current managing Agent; and, (2) the new managing Agent must agree to assume liability for any of the Sub-Agent’s advance compensation loan balances and must give AHCP a written acceptance of such liability and assignment of income before the transfer will be approved. Any discrepancies, regarding requests for transfers, between the Agent Guidelines and Agent’s Producer Agreement with AHCP shall be resolved and governed by the Agent Guidelines in effect at time of any requests to transfer.



### **Agent Duties & Responsibilities**

AHCP's Carriers should be the primary carriers for all products to be promoted and sold by Agents or Sub-Agents. However, Agents are not expressly prohibited from being licensed with other insurance companies to sell other product lines, provided that leads and prospective customers derived through AHCP are only offered carriers with whom Agent is appointed through AHCP.

Agent represents that the state insurance regulatory authorities and all other appropriate governmental authorities with jurisdiction have not revoked, suspended, denied renewal or otherwise imposed restrictions or limitations on Agent's licenses, certifications or qualifications necessary to perform under this Agreement. All Agents agree to comply with applicable provisions of the Gramm Leach Bliley Financial Modernization Act of 1999 and all state requirements. To the extent that nonpublic personal information of any individual is disclosed to an Agent, they agree not to disclose or use the information other than to carry out the purposes of the Producer Agreement.

Agents represent that they and their Sub-Agents will become:

1. Fully educated in the benefits and coverage offered by each and every insurance plan and/or product that they offer to the public through their affiliation with AHCP.
2. Fully educated in the business rules of each and every Carrier which they represent to the public through their affiliation with AHCP.
3. Familiar with each Carrier's proper appointment and application submission rules and guidelines, and to review any non-web-based appointment and application paperwork before submission.
4. Subscribed to the AHCP Newsletter so as to ensure that each Agent and Sub-Agent becomes aware of AHCP and Carrier changes in process or procedure on a timely basis.

### **Agent Conduct**

Misconduct may not only cost Agents their business, but the collective business of all of AHCP, valuable partners and Agents. Agents should review all of their current practices and be certain that they are always operating in total compliance.

- AHCP requires that all its hierarchies and Agents follow Carrier partners' solicitation, quoting and submission rules and practices.
- Comply with all state regulations and ethical practices in the areas where Agents and Sub-Agents market AHCP's insurance and ancillary products.
- Proper disclosure to clients protects Agents from liability and protects income by minimizing charge backs. It also protects Agents and Carriers from litigation.
- Proper recording of medical conditions on applications protects Agents from liability and protects your income by minimizing policy rescissions. It also protects the Agents and Carrier from damages.
- Proper submission of applications, as per Carrier requirements, is also imperative to protect Agents from exposure to Carrier or even state regulatory actions that can result in suspension or even loss of license.

AHCP provides periodic webinar training, on-demand training materials and live support to assist any hierarchy or Agent in proper practices for the marketing and submission of business.

If AHCP receives knowledge that Agent is not in compliance with its responsibilities of this Agreement, AHCP will make its best efforts to notify Agent in order to take the necessary steps to correct the error prior to a termination.

### **Carrier Requirements**

Individual Carriers will require additional Carrier specific documents to be executed by the Agent. Agents agree that they will properly comply with all Carrier requirements and execute any additional forms or documents required. Agents understand that the failure to execute any additional forms or documents required by the Carrier may result in forfeiture of commissions and appointment by Carrier.

Examples of these additional forms and documents include, but may not be limited to, HIPAA addenda, an Advance Lead and Pledge agreement, a Promissory Note, a direct deposit form, a W-9, etc. These specific forms, where applicable, will be attached to and made a part of the Producer Agreement.

### **Compensation**

Subject to all terms of the Producer Agreement, AHCP compensates Agents with the commissions as determined by AHCP and each Carrier.

Confirmation of first year and renewal percentages shall be made available to Agent upon written request to AHCP. Commissions may be modified by AHCP in accordance with changes imposed by Carriers, and when feasible AHCP shall provide ten (10) days' notice to Agent, which may be contained in any AHCP Field Bulletin or other written communication by AHCP to Agent. No commission shall be deemed earned until the policy is issued, delivered, and accepted by the applicant.

### **Payment of Commissions in the Event of Death or Incapacitation**

In the event of Agent's death or incapacitation, commissions for in-force business will continue to be paid to the Agent's estate, trustee, or legal custodian upon submission of the appropriate documentation to AHCP.

### **Reinstated Policies and Converted Policies**

No commissions shall be paid on lapsed policies. Reinstatement commissions are to be determined by each Carrier. Commissions on rewriting, replacement, or conversion of one form of policy to another (or on surrendered policies) are not covered by this Agreement but may be determined by AHCP on the basis of applications submitted.

### **Rejections**

Within the limitations of the law, AHCP and its Carriers reserve the right, at all times, to reject any application for insurance without specifying cause, and to cancel, refuse to renew, or modify any policy.



## Debit-Check Agent/Agency Authorization Form

Vector One Operations, LLC dba Vector One (collectively with its affiliates, "Vector One") manages the secured web portal interactive computer service provided by Debit-Check.com, LLC a ("Debit-Check"). This Debit-Check Agent/Agency Authorization Form is by and among the undersigned ("you", "me", "I" or "my"), Vector One, and the Company (as defined below) and is used by Debit-Check subscribers who desire to be granted authorization from you for the submission and/or receipt of your personal information to the Debit-Check service as necessary to conduct a commission related debit balance screening. The undersigned company and its affiliates and authorized third parties (collectively, the "Company") is a Debit-Check subscriber. Accordingly, as part of the contracting and appointment process or determination of eligibility for advancement of commissions, the Company may conduct a commission related debit balance screening via Debit-Check in order to determine your eligibility and may continue to conduct periodic commission related debit balance screenings as determined in the Company's sole discretion following the engagement of any employment, appointment, contract, tenure, or other relationship with the Company.

**Access to Debit-Check Information:** You can obtain your commission related debit balance information by contacting the Vector One Agent Hotline at (800) 860-6546.

### AGENT/AGENCY'S STATEMENT – READ CAREFULLY

The Company is hereby authorized to obtain and conduct a commission related debit balance screening through Vector One's Debit-Check secured web portal to determine if another Debit-Check subscriber has posted that I have an outstanding commission related debit balance. I understand that the Company may consider the results of the commission related debit balance screening in order to determine my eligibility to be contracted and appointed or determine my eligibility for advancement of commissions as an insurance producer and may continue to conduct periodic commission related debit balance screenings as determined in the Company's sole discretion following the engagement of any employment, appointment, contract, tenure, or other relationship with the Company. I understand and acknowledge that the Company may obtain commission related debit balance information through Debit-Check as state law allows. I understand that my information, including my name and social security number ("My Information") may be used for the purpose of obtaining and conducting a commission related debit balance screening. I further understand that in the event of termination or expiration of my employment, appointment, contract, tenure, or other relationship with the Company, whether voluntary or involuntary, if a commission related debit balance is owed to the Company, the Company may post My Information to the Debit-Check service which may be accessed by Debit-Check subscribers until such time the debit balance is satisfied or otherwise removed.

#### BY SIGNING BELOW, I HEREBY (PLEASE INITIAL ALL STATEMENTS):

(A) \_\_\_\_\_ Authorize the Company to use My Information for purposes of conducting a commission related debit balance screening, and periodic commission related debit balance screenings as determined in the Company's sole discretion following the engagement of any employment, appointment, contract, tenure, or other relationship with the Company, utilizing Debit-Check.

(B) \_\_\_\_\_ Authorize the Company to consider the results of the commission related debit balance screening in order to determine my eligibility to be contracted and appointed or determine my eligibility for advancement of commissions as an insurance producer.

(C) \_\_\_\_\_ Authorize and direct Vector One to receive and process My Information as necessary to intentionally disclose and furnish the results of my commission related debt verification screening, whether directly or indirectly, to the Company.

(D) \_\_\_\_\_ Authorize the Company to submit My Information to the Debit-Check service in the event of termination or expiration of my engagement with the Company, whether voluntary or involuntary, to the extent a commission related debit balance is owed to the Company.

(E) \_\_\_\_\_ Authorize and direct Vector One to receive and process My Information and intentionally disclose to any Debit-Check subscriber who submits an inquiry utilizing My Information the results of my commission related debit balance screening, which will contain My Information, to the extent a debit balance is owed.

**Agent/Agency Printed Name:** \_\_\_\_\_

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

#### FOR COMPANY USE ONLY

##### AGREED AND ACKNOWLEDGED BY COMPANY:

Name of Company: \_\_\_\_\_

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

Name and Title: \_\_\_\_\_