

AGENT INFO	RIVIATION				
Legal Name:					
Address:	Last		First		MI
, tadi essi	Street Address				Apartment/ Unit #
-	City		State		Zip Code
Home Phone:			. Business F	Phone:	<del></del>
Email Address	:				
SSN:		_Tax ID:		Date of	Birth:
UPLINE & CON	MISSION				
Direct Up-line	/ Manager:		 _DP:		
				(Unsure	e? Contact your up-line)
	near about AHCP? □Job Posting	□Drip Marketing		Referral	
	_				(Name of Referral)
	IONS: □ 3 IVIONTN ncc options will have a 5%	☐ 6 Month ☐ As Ea sadmin fee)	rnea		
	INSTRUCTIONS				
∵ □Page □Page □Page □Page □Page	<ul><li>2-7 Team Corp A</li><li>8-10 Agent Applic</li><li>11 Direct Deposit</li></ul>	ntment Coversheet (thi gent Contract ation it Authorization (Comm		by AHCP)	
	•	ine portion for you and ke 7-10 business days to	3 3		nal requirements are needed.
□Copy □Copy	of Licenses of a Voided Check of E&O Insurance Co	ertificate n for any "Yes" answer	s to backgrc	ound question	ns

# RETURN INSTRUCTIONS

Scan Email Option: Send to <a href="mailto:contracting@ahcpsales.com">contracting@ahcpsales.com</a>

Fax Option: 888-781-0586

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



# 1901 N. State Hwy 360 Grand Prairie, TX 75050 800-237-1910 **Agent Contract**

THIS	CONTRACT	is exec	uted	this the	da	ay of		_,	_, between	Team
Corp,	hereinafter	called	the	"Company",	and					
nereir	nafter called th	ne "Agei	nt". W	HEREIN IT IS	MUT	UALLY	AGREED	AS FOLL	OWS:	

- 1. APPOINTMENT AND RELATIONSHIP. The AGENT is hereby appointed as a representative of the Company and is authorized to solicit applications for association memberships as described in attached Addendum which is incorporated by reference into this Contract, to forward the applications to the Company for approval or rejection and to collect the initial membership fees and dues on such applications. The AGENT agrees to immediately remit to the Company any and all fees and dues received or collected by the AGENT. The AGENT shall be free to exercise his own judgment as to the persons from whom he will solicit applications and the time and place of solicitation, subject to the provisions as contained in this Contract. Notwithstanding the foregoing, the Company may from time to time prescribe rules respecting the requirements for eligibility of applicants for membership, not interfering with freedom of action of the AGENT. AGENT agrees to observe and conform to the rules.
- 2. **INDEPENDENT CONTRACTOR.** It is expressly agreed and understood that the relationship of the AGENT with the Company shall be that of an Independent Contractor only, and that nothing contained herein or any actions by either party shall be construed to create the relationship of employer and employee, or a principal/agent relationship.
- 3. **RECRUITING, CONTRACTING AND PAYMENT OF SUB AGENTS.** The AGENT is authorized to recruit and recommend Sub AGENT (hereinafter called Sub-Hierarchy). All contracts with such Sub-Hierarchies shall be made directly with the Company and a Sub AGENT shall not be allowed to solicit applications in a state unless and until: 1) the Sub AGENT is both duly licensed and appointed with the applicable Insurance Carriers as determined by Company or 2) until the Sub Agent has obtained certification from Team Corp to solicit applicable membership applications. The Company reserves the right to refuse to hire any recommended AGENT or Sub AGENT. The AGENT shall be responsible for the fidelity and honesty of each of his Sub-Hierarchies. Sub AGENTS also include AGENTS hired by AGENT'S Sub AGENTS.
- 4. COMMISSION COMPENSATION. The AGENT shall pay and be solely responsible for costs and expenses incurred by him in the performance of this Contract, and, except as otherwise provided by the Contract, shall be entitled to and shall receive as full compensation for expenses and for his services the Commissions in accordance with the attached Addendum to the AGENT'S Contract. Addendum refers to compensation on membership dues paid on Association memberships secured directly by the AGENT or Sub Agent. These commissions will not be paid on the amounts of any future increases in the membership dues. On those memberships secured by a Sub AGENT, AGENT is due as compensation only the difference between AGENT'S Earned Commission and Sub AGENT'S Earned Commission. Monthly Commissions pursuant to Addendum to the AGENT'S Contract shall accrue to the AGENT only as and when the membership dues are received by the Association in cash, and payment thereof shall be subject to Paragraph 15 (Advance Commission). The Company may upon 10 days written notice sent to the AGENT'S last known email address or physical address and without the prior

consent of the AGENT, amend the terms of the AGENT's Contract, but any amendment shall not affect those commissions on the original amount of the membership dues paid to become due to the AGENT on memberships that had an effective date prior to the date of the amendment. When amendments to the AGENT'S Contract are made by the Company, they are incorporated herein by reference and become part of this Contract.

- 5. **ASSIGNMENTS.** This Contract may not be transferred or assigned by the AGENT without the prior written consent of the Company.
- 6. **DISCONTINUANCE OR CHANGE OF ASSOCIATION BENEFITS.** The Association may at any time, without notice and for any reason discontinue, withdraw or change any benefit contained in its membership packages.
- 7. **VESTING.** Refer to AGENT'S addendum for specific vesting rules.
- 8. PROPER REPRESENTATION. AGENT represents and agrees that he will operate in a lawful, ethical and moral manner and that he will abide by the policies, procedures and Marketing plan of the Company. AGENT also agrees he must: 1) be a licensed insurance agent and AGENT agrees he must comply with the state insurance laws and regulations under which he is licensed or 2) until the Sub Agent has obtained certification from Team Corp to solicit applicable membership applications. AGENT also agrees that he will not use the name, trademark or services marks of the Company or the Association without the Company's or the Association's prior written approval and will not use any literature or sales aids other than those provided by the Company. The Company may immediately terminate this Contract if the AGENT is found to be in violation of this section of the contract. In the event that the Company terminates this contract due to a violation, the AGENT shall receive no further commissions whatsoever. Additionally, in the event of any violation of this section, the Company and/or the Association may communicate with its members informing them of the AGENT'S termination and take other remedial measures as it may be entitled to take by law or equity.
- 9. REFUNDS. The AGENT shall promptly refund all commissions paid to him on which the Association declines to issue a membership and on any application on which a membership shall be issued by the Association but not accepted by the applicant. The Company may deduct the amount of such refunds from any future commissions owed to the AGENT. The Company shall at all times have the right to reject applications for membership without specifying cause. If any membership dues shall be refunded by the Association for any reason or cause before or after termination of this Contract, the AGENT shall repay to the Association on demand all commissions previously paid on all membership dues refunded.
- 10. LIMITATION OF AUTHORITY. Except as expressly provided in this Contract, the AGENT has no authority, expressed or implied, actual or apparent, to act or fail to act or do anything whatsoever on behalf of the Company or the Association. No act, forbearance or neglect on the part of either the AGENT or the Company shall be construed as a waiver of any of the provisions of this Contract or imply the existence of any authority on behalf of the AGENT not expressly granted herein.
- 11. INDEMNIFICATION. The AGENT does hereby agree to indemnify and hold the Company and the Association and its benefit providers harmless from any and all costs, expenses (including attorneys' fees) and liability, whether by judgment, settlement or otherwise, of every kind and nature that arises or results by reason of any action or inaction of the AGENT in the performance of AGENT'S obligations hereunder or otherwise. The AGENT shall notify the Company in writing within 10 days of the AGENT becoming aware of any legal or administrative proceeding that involves or could

potentially involve the Company in any manner whatsoever. The Company may, at its sole discretion, determine whether to defend or settle any such claim.

- 12. TERMINATION. This contract can be terminated by the AGENT or Company without cause by giving 10 days written notice of such termination mailed or delivered to the other party's last known email address or physical address. Upon termination without cause, Commission Compensation due the AGENT will continue until one month's Commission falls below \$250\*. (\*Upon death of AGENT, commission will be paid to estate of AGENT until one month's commission falls below \$250). Commission payment will be made thereafter. Notwithstanding the provisions of Paragraph 8 (Proper Presentation) and Paragraph 11 (Indemnification) above, the contract may be terminated immediately by the Company for cause. Cause is defined as including but not limited to the following: Misrepresentation of the product(s) marketed by the AGENT: Failure to maintain an insurance license: Sales or solicitation of sales where not duly licensed; Failure to comply with prescribed business model(s); Providing false or misleading statements on AGENT application or application for membership sales; Improper use of financial information obtained from members or potential members: Failure to pay to the Company any money owed to it by AGENT; Breach, or violation, of this contract; Directly or indirectly inducing any member to lapse, relinquish or cancel a membership; or Directly or indirectly inducing any AGENT to cancel their contract with the Company.
- 13. APPLICABLE LAW AND VENUE. This Contract is to be governed by the laws of the State of Texas and any interpretation of the language, intent, performance or obligation of this Contract shall be done in accordance with the laws of the State of Texas. This Contract is performable in Tarrant County, Texas, and any suit, action or proceeding by either party to this Contract must be initiated and brought in Tarrant County, Texas. All sums or amounts due or to become due to either party hereto are payable in Grand Prairie, Tarrant County, Texas.
- 14. **STATEMENT OF ACCOUNT.** Each month a statement of his account and remittance for any amount due him will be made available to the AGENT. Upon receipt of such statement and remittance the AGENT shall immediately examine same, and if not satisfied as to the accuracy and correctness of same, shall return said statement with full particulars of any discrepancy therein. Failure of the AGENT to do so within ten (10) days from the date he receives such statement and remittance shall be deemed an admission by the AGENT of the accuracy and correctness of such statement and remittance. A minimum balance due of \$50 is required for a check to be produced. A balance of less than \$50 will be accumulated until a \$50 amount is payable. All amounts of any nature that shall become due under this Contract shall be payable at the Administrative Office of the Company in Grand Prairie, Texas.
- 15. ADVANCE COMMISSION. The Company may, at its sole discretion, advance commissions to the AGENT. The AGENT agrees to repay the advance and other charges incurred. It is agreed and understood that the Advance Commission is an advance only and the actual commission earned by the AGENT is as shown on the attached Addendum. Each Advance Commission paid to the AGENT will be charged (debited) to the AGENT'S account with the Company and the Company will credit the AGENT'S account with all commissions earned by the AGENT in accordance with Paragraph 4 (Commissions Compensation). Notwithstanding anything contained herein to the contrary, no commissions other than the Advance Commission will be paid to the AGENT unless and until the AGENT'S account with the Company or its affiliates has covered all Advance Commissions and all other charges and/or debits and the account(s) generates an aggregate credit balance from each account. In the event that either the AGENT or the Company terminates this contract, the entire remaining debit balance in the AGENT'S account is due within 12 months from the date of termination. If the

account is not paid by Commissions being credited to the account within the twelvemonth period, the entire remaining balance is immediately due and payable. However, if at ANY time subsequent to termination of this Contract and after the Company has done a valuation of the account and, in the opinion of the Company, the estimated value of the future earned commissions is not sufficient to pay the remaining debit balance, the Company may demand immediate payment in full of the debit balance. If the remaining debit balance is not paid in full, the AGENT shall forfeit any and all rights to any further vested commission.

- 16. ADMINISTRATIVE FEE. The Company may charge an Administrative Fee equal to 5% (Five percent) of the AGENT'S weekly gross Advance commission. Said fee will be charged each time the AGENT receives an Advance Commission. The fee will offset costs to the Company for administering and maintaining an AGENT'S debit balance.
- 17. SEVERABILITY. If any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provisions of this Contract and this Contract shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.
- 18. SOLE AGREEMENT. This Contract shall take effect as of the date first above written and covers and includes all agreements between the parties hereto and supersedes any and all previous contracts and agreements between the parties hereto. This Contract may not be orally modified. No modification is binding upon the Company unless it is in writing and signed at its office by its President.
- 19. **MEANING OF PRONOUNS.** Where the words "he", "his" and "himself" are used herein, they are intended to mean the AGENT, whether the AGENT is an individual (male or female), a partnership or a corporation.
- 20. **NOTICES.** Any notice required pursuant to the terms hereof shall be sent via email to the email address last provided. Notices shall be sent via U.S. Mail and addressed to the locations provided in the absence of an email address.

PLEASE PRINT CLEARLY				
Mailing Address	City		State	Zip Code
Team Corp		Agent		
TEAM CORP REPRESENTATIVE'S NAME		Ву:	AGENT'S NAME	
TEAM CORP REPRESENTATIVE'S SIGNAT	TURE	lts:	AGENT'S SIGNATU	IRE



#### Mission Statement

Team Corp is dedicated to offering choices for quality healthcare related products to meet the ever-changing expectations of individuals and their families.

As a Team Corp Agent, you have access to market guaranteed acceptance healthcare benefit plans through membership in United Service Association For Health Care (USA+), a not-for-profit association. The target market for Team Corp's product line is the millions of Americans who cannot afford or qualify for major medical insurance.

Team Corp's innovative approach toward sales and marketing of USA+ memberships is achieved through use of state of the art web based technologies. Each Team Corp Agent has a web site created for them upon enrollment as an Agent. The Agent's website is used for **Membership sales presentations**, **Membership enrollment**, **sub-agent recruiting**, **sub-agent enrollment** as well as an information and form repository. Use of the website enables Agents to conduct business **24 hours a day**, **365 days a year**. Along with the advantages of conducting business with this model, it also carries responsibilities placed upon the Agent. Responsibilities of the Agent in respect to use of Agent websites are:

- 1. Compliance with all aspects of the Agent Contract with particular attention to the **Proper Representation** clause of the Agent Contract.
- 2. Proper representation and disclosure(s) have been personally made to the prospective Member.
- The Agent making the sales presentation has collected Member enrollment information, received payment authorization from the client and entered the information into the enrollment page of their USATeamCorp replicated website.
- 4. The Library section of the Agent Office Center on the Agent's website is Team Corp's official vehicle for communications to the Agent. This section should be visited often to stay updated on the latest changes in policy or procedures, announcements, etc. Email notifications are also published when possible but due to the laws governing email communications and mandatory opt-out regulations, not all communications can be sent via email.

Team Corp is dedicated to assuring only the highest caliber individuals are contracted as Agents. To secure and maintain a Team Corp Agent Contract you must:

- 1. Hold a valid Health/Life/Producer insurance license in your state of residency.
- 2. Hold a valid Health/Life/Producer non-resident insurance license in states other than your resident state to secure sales to clients in their respective state of residency.
- 3. Supply Team Corp with any documentation as required or requested.
- 4. Respond to any inquiries in a complete and timely manner.
- 5. Meet or exceed the quarterly production requirement as outlined in the Commission Addendum for the contracted Agent Level.
- 6. Contracts with no production on a personal or down-line basis after a 6-month consecutive period have not met the contractual production requirement and are subject to termination.

Agency/Agent operations must be pre-approved by Team Corp. An Agency/Agent Operation is defined as an organization where sales are by Agents or Sub-Agents within a hierarchy at one physical location. In addition to the requirements outlined above, agency type operations must follow these additional guidelines:

- 1. **All** sales presentations must be made by a licensed agent and that agent must hold a valid Agent Contract with Team Corp.
- 2. Team Corp may determine that sales presentations are to be recorded and made available to Team Corp upon request.
- The primary or principal MGA of the agency must be licensed and contracted with Team Corp. In addition to a resident insurance license, this individual is also required to hold non-resident licenses in all states where Team Corp products will be sold.
- 4. If any other individuals within the Agency are used in the lead generation or sale of a Team Corp product, these individuals may NOT discuss benefits of any Team Corp product(s). Discussion of benefits by individuals other than a licensed Team Corp Agent will result in immediate termination of the Agency and all Agent contracts for cause.
- 5. The presenting/writing Agent that sells the product must personally input the data into their Team Corp replicated website.
- 6. All Team Corp Agents of an Agency including the MGA must attend a mandatory training webinar that covers product knowledge prior to their authorization to solicit any Team Corp products.
- 7. Failure to adhere to this business model or any additional requirements as deemed necessary by Team Corp may result in termination of the Contract(s) for cause.

#### Please print or type and respond to all questions **GENERAL INFORMATION** ☐ Mr. ☐ Mrs. ☐ Ms. ☐ Miss Name Social Security Number Residence Address Residence Phone (\_\_\_\_) ST Zip Business Phone ( ) Citv Business Address Cell Phone ( ) ST\_\_\_\_ \_Zip\_ Fax Number (\_\_\_ City\_ Email Address Date of Birth Primary mailing address to receive Company Information: Business Address Residence Address Team Corp Manager Name Manager ID Number Current Resident License # State Effective Date Exp.\_\_\_\_ State Current Non-Resident License # Effective Date\_\_\_\_\_ Exp.\_\_\_\_ State Current Non-Resident License # Effective Date Exp. \_State Current Non-Resident License # Effective Date Exp. State Effective Date\_\_\_\_\_ Current Non-Resident License # Exp. Current Non-Resident License # State Effective Date \_Exp.\_\_\_\_ State Exp. Current Non-Resident License #\_\_\_ Effective Date State Effective Date Current Non-Resident License # Exp. State Effective Date Current Non-Resident License # Exp. State Effective Date Current Non-Resident License # Exp. State Effective Date \_Exp.\_\_\_\_ Current Non-Resident License # Current Non-Resident License #\_\_\_\_\_ State \_\_Effective Date\_\_\_\_\_ \_Exp.\_\_\_\_ State Effective Date Current Non-Resident License # Exp. Current Non-Resident License # State Effective Date Exp. \_State\_\_ Effective Date Current Non-Resident License # Exp. State Effective Date Exp.\_\_\_\_\_ Current Non-Resident License # Current Non-Resident License #\_\_\_\_\_ State Effective Date\_\_\_\_\_ \_Exp.\_\_\_\_ Current Non-Resident License # State Effective Date Exp.\_\_\_\_ Current Non-Resident License #\_\_\_\_\_State Effective Date \_Exp.\_\_\_\_ Current Non-Resident License # State Effective Date Exp. Current Non-Resident License # State Effective Date Exp.

Attach a list of any additional non-resident licenses if the above space is not sufficient.

# Please print or type and respond to all questions QUALIFICATION QUESTIONS Please attach details and dates for any questions answered yes.

1.	Have you ever been convicted for any offense or pleaded guilty to any misdemeanor or felony charges or have
2.	charges currently pending against you or a business with which you are connected? ☐ Yes ☐ No Have you ever filed bankruptcy, been declared bankrupt or insolvent, had your salary garnished or had liens against
	you? □ Yes □ No
3. 4.	
5.	revoked in any state?   Yes   No If yes, give complete details on a separate sheet.  Have you ever been affiliated with United Service Association For Health Care or Team Corp in the past?
	☐ Yes ☐ No If yes, list Agent Number and Contract Date:
6.	How will your new sales be obtained? ☐ Face to Face Sales ☐ Telephone Sales ☐ Group Meetings
	☐ Web sales with customer/agent interface ☐ Web sales without customer/associate interface
7. 8.	Do you have any agents that you supervise or that receive compensation from you? ☐ Yes ☐ No What States will you be marketing in?
gree	& Acknowledge by initialing each of the following:
	I agree to complete the training available on the USA Team Corp website immediately following the acceptance of this agent application by Team Corp and prior to making any presentations or attempting to secure any sales. Live training is available each Monday at 1PM Central time. I agree to any additional training that may be required by Team Corp for the duration of this Agent contract.
	I understand that Team Corp is the marketing organization I am contracting with that has rights to sell United Service Association For Health Care (USA+) Association Memberships. I further understand that USA+ is a not-for-profit corporation offering Guaranteed Acceptance Association memberships and neither Team Corp or USA+ are insurance companies. Money collected for a USA+ membership is for membership dues and is not an insurance premium.
	I agree to market USA+ memberships as an association group membership includes coverage under a limited benefit indemnity policy. I understand that a USA+ membership is neither a replacement nor a substitute for major medical insurance and USA+ does not accept or issue Certificates of Credible Coverage. All members are subject to the terms and conditions as outlined in the Certificates of Insurance. I agree to refrain from using terms as HIPAA compliant, etc. as the program should never be sold as a "bridge" to satisfy state or federal waiting periods.
	I understand I must hold a valid resident or non-resident health/life insurance license and it be on file with Team Corp in order to secure new membership sales in the member's state of residence. I understand it is my responsibility to notify Team Corp of any additions, modifications, changes and/or renewals to any and all of my insurance licenses. I also agree to notify Team Corp of any additions or changes in my business and personal address, phone numbers and email address.
	I agree to answer any and all Producer Inquiries from Team Corp and USA+ within the time period required by Team Corp and/or USA+. I also agree to notify Team Corp and USA+ immediately of any inquiries from any regulatory entity involving Team Corp or USA+.
	I understand I do not have the authority to receive claim status, make any changes to a membership such as adding or deleting dependent(s), add/delete/change banking/payment information or request cancellation on behalf of a member. I agree to instruct any members to contact USA+ directly in those instances. I also understand that USA+ may not disclose private and/or personal information of members to me in compliance with their privacy policy.
	I understand the USA+ refund policy requires the cancellation request from the member in writing within 10 days of the member's receipt of materials for a full refund of membership dues and any set-up fees.
	I understand the Patient Advocacy benefit offered by the Karis Group provides negotiation service for self-pay balances over \$2,000.

## Agree & Acknowledge by initialing each of the following: understand the following in regards to the Physician and Hospital benefits that are provided in certain USA+ memberships: Benefits are paid based on the calendar year and until the maximum is reached. The Hospital Daily Benefit dollar value varies based on the membership purchased and is payable for up to 31 days per policy year when the member is confined to a hospital for at least 24 hours. Coverage is provided for medically necessary procedures due to illness/sickness or injury. Eligible dependents are adult members under age 65 and dependent children under age 26. The pre-existing conditions waiting period is 12 months. Hospital daily, surgery, ICU and anesthesia benefits are subject to the preexisting condition waiting period. Coverage is not provided for loss due to sickness for 30 days from the Covered Person's effective date. Normal childbirth delivery is not covered. Coverage is provided for claims incurred in the US and acute sickness sustained during the first 30 days of travel outside the US. Coverage is provided on a worldwide basis when covered procedures are coordinated through Bridge Health Medical. Hemorrhoids, adenoids, tonsils, middle ear disorders or any disease or disorder of the reproductive organs are not covered if the diagnosis was received within 6 months of the membership effective date. Based on the product level purchased, the surgical benefit and anesthesia benefit pays a scheduled amount with a maximum of \$4,000 10. The Doctor Office Visit benefit pays a flat \$75 per visit up to 5 office visits, 10 visits for a family membership and includes one Wellness Exam per covered member per policy year with a maximum payable of \$75. 11. Diagnostic Tests, X-Rays and Laboratory performed during a Doctor Office Visit are paid if part of the Wellness Exam with the benefit of \$75 or if due to sickness/illness, pays \$50 for the 300 or 500 memberships and \$75 for the 1000 or 2000 memberships. The tests can be ordered or performed by the doctor or by a radiologist, pathologist, etc. 12. The annual Wellness Exam includes the Doctors examination, related tests conducted by or under the direction of a doctor, without regard to medical necessity, in order to detect disease, disability or other physical or mental conditions. 13. All exclusions are listed in the Certificates of Insurance and are available in the Office Center for review prior to solicitation. I understand the following regarding the RX Benefits and effective dates: There is a \$15 co-pay for covered outpatient generic drugs at participating pharmacies after meeting a \$200 deductible with an annual maximum of \$1,500. If the effective date is the 1st of the month, benefits for RX, vision and dental is the 1st of the same month. If the effective date is the 1st of the same month. of the month, benefits for RX, vision and dental begin the 1<sup>st</sup> of the following month. **COMMISSION DISTRIBUTION Requesting**: □Advanced or □As-Earned Commissions **Requesting**: □ Direct Deposit or □ Printed Check Financial Institution\_\_\_\_\_ □ Savings □ Checking Account Number Routing Number\_\_\_\_ I represent the following: I have never been convicted of a felony. I agree to abide by all written rules and regulations (subject to change at any time) set forth by the Company. Insurance Fraud Protection Act of 1994 prohibits anyone who has been convicted of any criminal felony involving dishonesty or a breach of trust, from participation in the business of insurance. Agent's Signature FAIR CREDIT REPORTING ACT PRE-NOTIFICATION This is to inform you that as part of our procedure for processing your application, an investigative report may be made whereby information is obtained through credit reporting agencies and personal interviews with third parties, such as family members, business associates, financial sources, friends, neighbors, or others with whom you are acquainted. This inquiry includes information as to your character, general reputation, personal characteristics, and mode of living, whichever may be applicable. You have the right to make a written request within a reasonable period of time for a complete and accurate disclosure of additional information concerning the nature and scope of the investigation. I hereby authorize the obtaining of "consumer reports" and/or "investigative consumer reports" at any time after receipt of this authorization and, if I am approved, throughout my contract. To this end, I hereby authorize, without reservation, any law enforcement agency, administrator, state or federal agency, institution, school or university (public or private), information service bureau, or insurance company to furnish any and all background information requested by any organization acting on behalf of Company, and/or Company itself. I agree that a facsimile ("fax") or photographic copy of this Authorization shall be as valid as the original. Agent's Signature Date

A website will be created upon approval of your agent application.





## **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 Na	ame				
Social Security Num	nber or Tax ID Numbe	er			
Phone Number			Email Addre	ess	
Please indicate tran	saction type: [ ] Set-Up	[ ] Cha	ange	[ ] Cancel	
Please indicate type	of account: [ ] Checking	[ ] Sa	vings		
Name of Financial I	nstitution:				
Bank—City, State, F	Phone Number:				
Routing Number:					
Account Number:					
	AHCP to initiate dir le to my account in		of commiss	sions and, if necessary, n	nake corrections
Agent Signature_				Date	

# PLEASE INCLUDE A COPY OF A VOIDED CHECK



# Request for Taxpayer Identification Number and Certification

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

Internal	neverlue Service							
	Name (as shown or	n your income tax return)	-					
ge 2.	Business name/disregarded entity name, if different from above							
Print or type See Specific Instructions on page	Check appropriate box for federal tax classification:  Individual/sole proprietor							
Print or type c Instructions	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ►  Other (see instructions) ►							
P		· · · · · · · · · · · · · · · · · · ·	ster's name and address	(optional)				
See <b>Spe</b>	City, state, and ZIP	2 code						
	List account number	er(s) here (optional)						
Par	Taxpa	yer Identification Number (TIN)						
Enter	your TIN in the ap	propriate box. The TIN provided must match the name given on the "Name" line	Social security numb	er				
reside entitie	nt alien, sole prop s, it is your emplo	Iding. For individuals, this is your social security number (SSN). However, for a prietor, or disregarded entity, see the Part I instructions on page 3. For other yer identification number (EIN). If you do not have a number, see <i>How to get a</i>	-	-				
	page 3.	A Constitution of the state of	Employer identification	on number				
	er to enter.	n more than one name, see the chart on page 4 for guidelines on whose						
Part	II Certifi	cation						
Under	penalties of perju	ıry, I certify that:						
1. The	e number shown o	on this form is my correct taxpayer identification number (or I am waiting for a num	ber to be issued to me	e), and				
Ser	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 ar	n a U.S. citizen or	other U.S. person (defined below).						
becau interes genera instruc	se you have failed at paid, acquisition	ons. You must cross out item 2 above if you have been notified by the IRS that you do to report all interest and dividends on your tax return. For real estate transactions on abandonment of secured property, cancellation of debt, contributions to an independent and dividends, you are not required to sign the certification, but you	, item 2 does not app dividual retirement arr	y. For mortgage angement (IRA), and				
Sign Here	Signature of U.S. person							

#### **General Instructions**

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

### **Purpose of Form**

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

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

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

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

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

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

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



#### PRODUCER AGREEMENT

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

- 1. Appointment. AHCP appoints Agent to act as marketer soliciting sales of products offered by and through AHCP and its authorized Carriers. "Carrier" means any insurance company or membership association with whom AHCP has entered into a master marketing agreement.
- 2. Relationship and Authority. The relationship of Agent to AHCP and scope of authority are set forth in the Agent Guidelines. Agent and Sub-Agents must be properly licensed and approved and appointed by AHCP. "Sub-Agent" means a person or entity that has executed a Producer Agreement with AHCP. Sub-Agents may be solicited by Agent or assigned to Agent by AHCP. Once the Sub-Agent's paperwork has been submitted and approved by AHCP, the Sub-Agent will be enrolled with all AHCP Carriers under the Agent. A Sub-Agent may not sell products from different AHCP Carriers under different Agents. Agent agrees to comply with the liability insurance requirements set forth in the Agent Guidelines. Agent shall be solely responsible for paying all expenses incurred by Agent in performance of this Agreement, including all license fees, appointment fees, bond fees, and fees and taxes required by any federal, state, or local government. A Sub-Agent may submit a written request to AHCP to be transferred to another Agent if (1) the Sub-Agent has not sold business for at least six-months, and (2) has no outstanding balance with AHCP. If the Agent has sold business, they must obtain a written release from their current Agent. If the Sub-Agent has an outstanding debit balance, the new Agent must agree to assume liability for the balance before the transfer will be approved.
- 3. <u>Commissions.</u> Subject to all terms of the Agreement, AHCP or its delegate will compensate Agent with the commissions as determined by each Carrier. AHCP does not impose a vesting schedule on Agent. Agent is immediately vested per each Carrier's requirements. AHCP will use reasonable efforts to provide vesting information from Carriers to Agent. Confirmation of 1st year and renewal percentage shall be made available to Agent upon written request to AHCP. Commissions may be modified by AHCP within ten (10) days notice to Agent as set forth in <u>Agent Guidelines</u>. Commissions paid to Agent will be net of any commissions paid to the Sub-Agent. AHCP reserves the right to approve all commission percentage to Sub-Agents, which approval shall not be unreasonably withheld. No commission shall be deemed earned until the policy or membership agreement is issued, delivered, and accepted by the applicant. Commissions will not be paid until AHCP collects or received payment of its commission.
- 4.Advance Commissions/Debit Balances. AHCP or Carriers on AHCP's behalf may, at its discretion, make advances to Agent in anticipation of future commissions subject to the rules set forth in Agent Guidelines. Such advances will crease debit balances, which both parties expressly agree are loans from AHCP. In consideration for the advance commissions, Agent agrees to repay to AHCP or their assigns, the debit balances and interest. AHCP reserves the right to charge interest on all debit balances. Agent is financially responsible to AHCP and their assigns, for any and all debit balances due by Agent, any Sub-Agent, or any Sub-Agent from with Agent receives an override. Agent and Sub-Agents shall assume the full and complete advance balance and debit balance of any Sub-Agent. In the event of a transfer of an Agent from one manager to another, debit balance will transfer to the new manager who agrees to assume financial responsibility for repayment. Coincident with that transfer, all rights to any future earned commissions attributable to the account, and tax benefits, will also be transferred to Agent. Agent shall submit to financial audits and will confirm debit balances upon written request from AHCP. Agent expressly agrees to be bound by all rules and conditions set forth in Agent Guidelines.
- 5. <u>Carrier Requirements.</u> Agent will comply with all Carrier requirements, including providing information or executing forms. Failure to comply may result in forfeiture of commissions and appointment by Carrier.

- 6. <u>Termination</u>. This Agreement may be terminated without cause by either party upon thirty (30) days written notice. AHCP may terminate immediately "for cause" (as defined in <u>Agent Guidelines</u>) with written notice to Agent. If this Agreement is terminated for cause, then all of Agent's right to any compensation shall be immediately terminated. Upon termination of this Agreement, AHCP may reassign, solicit, appoint or otherwise work with the Sub-Agents of Agent.
- 7. Exclusivity. During the term of the Agreement, AHCP should be the primary supplier of all products to be promoted and sold by Agent and Sub-Agents. Agent may be licensed with other insurance companies to sell other product lines. However, Agent may not recruit AHCP Agents to sell product lines of other insurance companies.
- 8. <u>Premiums.</u> Agent shall immediately remit all premiums collected or received by Agent and its Sub-Agents in accordance will the guidelines of AHCP. Initial premium may be presented with the application to be accepted by AHCP or Carrier.
- 9. <u>Rolling Business</u>. AHCP acknowledges that Agent must act in the client's best interest when recommending changes of carriers. However, Agents agrees that the moving of a block of business to another carrier, for the sole purpose of generating or increasing commissions, is not permitted by AHCP.
- 10. <u>Records</u>. Agent shall keep records and provide reports as set forth in <u>Agent Guidelines</u>. AHCP or Carrier will furnish Agent with a monthly statement of Agent's account and will pay any amounts due, subject to other provisions of the Agreement. Agent must report any discrepancies and return payment without 30 days or payment will be deemed accepted.
- 11. <u>Printed Material.</u> AHCP will furnish all printed matter necessary for doing business under the Agreement. Agent and Sub-Agents will not use any materials referring to AHCP or Carriers without first securing written approval. All printed materials furnished are property of AHCP and shall be promptly returned upon request or when Agreement terminates.
- 12. <u>Refunds and Rejections.</u> Subject to state law, Carrier reserves the right to reject any applications for insurance without specifying cause, and to cancel, refuse to renew, or modify and policy. In such cases, all premiums will be refunded.
- 13. <u>Discontinuance of Policy Forms.</u> Without incurring any liability, AHCP or Carrier may discontinue, replace, or withdraw any policy. AHCP or Carrier may also determine commissions and renewal commissions on any policy not scheduled herein.
- 14. <u>Proprietary Information.</u> Agent agrees to fully comply with all requirements set forth in <u>Agent Guidelines</u>.
- 15. <u>Indemnity</u>. Agent agrees to indemnify AHCP, Carrier, affiliates, shareholders, directors, officers, and employees and to hold them harmless from all expenses, liabilities, cost, causes of action, loss, damage, and expense, including attorney's fees and costs of litigation, resulting from any breach of the Agreement or unauthorized, negligent or wrongful act, omission, statement, or presentation by Agent, Agent's employees and Sub-Agents.
- 16. <u>Assignment.</u> AHCP may assign its rights to a third party. Agent may not, without the express prior written consent of AHCP, assign any of its rights, responsibilities or commissions. AHCP will have a superior, continuing security interest in all commissions prior to the right of any permitted assignee. Any assignment so authorized shall be subject to any and all indebtedness of Agent to AHCP then existing or thereafter accruing.
- 17. <u>Security Interest</u>. To secure the payment of any indebtedness and performance of Agent of all terms of the Agreement, Agent agrees to assign commissions to AHCP pursuant to the terms set forth in Addendum A.

- 18. <u>Applicable Law.</u> The Agreement shall be governed by the laws of Texas with exclusive venue in Tarrant County, Texas.
- 19. <u>Partial Invalidity.</u> If any provision of this Agreement is declared invalid for any reason, the invalidity of that provision shall not affect the validity of any other provision of this Agreement.
- 20. <u>Entire Agreement.</u> This Agreement, including Addendum A in the <u>Agent Guidelines</u>, constitutes the entire agreement and supersedes and replaces any and all prior written or oral agreement between these parties. This Agreement may not be modified without written consent of both parties and shall be binding upon the successors and heirs of the parties hereto.

Executed as the day of	_ 20
By:Agent's Signature	Print Name
By: fru Com	

Aaron Goddard, Vice President

America's Health Care/RX Plan Agency, Inc.

# ADDENDUM A ASSIGNMENT OF COMMISSIONS AGREEMENT

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

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

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

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

8. AHCP does not impose a vesting schedule on Agent. Agent is immediately vested per Carrier requirements. AHCP will use reasonable efforts to provide vesting information from Carrier			
Agent Sign	Date		