

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 Allstate Insurance Company (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 including, but not limited to, insurance licensing requirements, HIPAA, the Telephone Consumer Protection Act, Do Not Call List requirements, and state rebating/referral requirements. 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 of the ____ day of _____, 202__.

Agent: _____

By: _____
Signature Date

By: _____
Steven Trattner, President Date
America's Health Care/Rx Plan Agency, Inc.

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 nine (9) 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 nine (9) 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.
9. **Advanced Commissions:**
Agents who elect to receive an advance on their commissions will be paid commissions upfront for the number of months the policy advances. This is a payment made in good faith to agents where AHCP believes the sale will remain active and paying for at least the minimum term length of the policy. Agents will receive upfront NET, less administrative fees for the number of advanced months. The calculation for this commission is Commission Rate % multiplied by Commissionable Premium, multiplied again by the number of months advanced, less the admin fee.

Recovery:

The advanced amount, when paid, will create an off-setting debit balance that the agent will carry with them until the advanced amount has been earned over the course of the life of the policy. Each month, when commissions are received by AHCP, the agents will see commissions on their statements being accrued under **ADVANCED RECOVERY**. The agents will not receive any further NET commissions for this policy until the entire advanced amount has been recovered through Advance Recovery. Advance Recovery is calculated by Commission Rate % multiplied by Commissionable Premium received.

Chargebacks:

If a policy cancels or terminates for any reason before the entire advance has been recouped through ADVANCED RECOVERY, the outstanding balance that was advanced but not yet earned through ADVANCED RECOVERY is eligible to be charged back. Chargebacks use NET generated from other policy activity to pay down the current policy debit balance. The chargeback can occur all at once, or may be broken up over several cycles. Upon satisfaction of the debt, the chargeback balance is zero and the agent no longer owes on this policy.

General Indebtedness:

This Advanced Commission shall be a general indebtedness, and Agent agrees to reimburse AHCP for all attorney's fees and other collection costs as permitted by law and all such amounts shall become indebtedness hereunder. In order to secure the full and prompt payment of any and all indebtedness due, AHCP will have a security interest and first lien on any monies due at any time under the Schedule of Commission or any applicable addendum. In addition to any statutory or other legal basis, AHCP will have the right of offset as outlined in section 6 of the Agreement and, at any time, may deduct from any monies, or other rights due you, such indebtedness together with interest at the aforementioned maximum rate and any attorneys' fees and collection costs incurred.

Should Agent fail to satisfy the debt as outlined in this Agreement, AHCP shall have the right to charge interest on any outstanding balance of advance commission commencing upon first written notice to Agent on a per annum rate of 12%; provided, however, that such rate shall not exceed the rate permitted by law.

Admin Fees:

Admin fees reduce your NET advanced amount on a new sale. Usually around 3%, admin fees play a critical role in the ongoing sustainability of AHCP and are deducted automatically when a new sale generates an advance. You will find these in your statement summary reducing overall NET.

Example:

$\$19.97 \text{ premium} \times 59\% \text{ Commission rate} \times 6 \text{ months} = \70.68

$\text{Admin Fee } 3\% \times \text{Gross Advance} = \$70.68 \times 0.03 = \$2.12$

$\text{Total Admin Fee charged} = \2.12

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, (c) have no outstanding balance owed to AHCP or Agent’s upline, including but not limited to appointment fees and advance debit balances, and (d) must be outside of AHCP’s transfer/release blackout period which spans from September 1 through December 31 of each year. 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: _____