

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 furnish 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 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, 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.

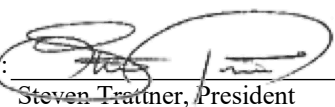
Executed as of the ____ day of _____, 202__.

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 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 conduct 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.

AHCP INDEPENDENT AGENT STANDARDS

INTRODUCTION

This Amendment contains the Independent Agent Standards that apply to business written by Independent Agents ("Agent") under the AHCP Producer Agreement ("Agreement") with AHCP (hereafter referred to as the "Company"). The parties agree that the continued relationship between Company and Agent following the effective date of this Amendment shall constitute acknowledgment and acceptance by Agent of the terms of this Amendment and the Producer Agreement, as amended.

The Company is committed to operating its business in an ethical manner. When acting on behalf of the Company, Agent is also expected to act in an ethical manner. If you encounter any situations that may raise a question or concern regarding ethics, you are encouraged to contact a Company leader.

Agent is responsible for adhering to the Standards described in the most current version of this document at all times.

While the Company will always try to ensure that its policies and procedures are updated as laws change, it is the responsibility of Agent to be aware of and comply with all applicable laws and regulations.

The Company reserves the right to amend its policies or applicable Standards at any time for any reason.

PERSONAL INFORMATION SECURITY

Pursuant to all applicable laws, Agent must develop security policies and procedures and establish limitations to control how Personal Information ("PI") is collected, accessed, retained, and disposed. Agents are responsible for implementing and evaluating ongoing education and training for their employees, including temporary and contract employees, on the importance of protecting PI and the methods and means by which to do so. Agents must implement and maintain a Written Information Security Program (WISP) for each agent location as an effective way to protect against a security breach or identity theft. A WISP is a comprehensive plan that describes the actions an Agent is taking to protect customer and employee information.

PRIVACY INCIDENT REPORTING PROCESS

Any known or suspected privacy incident involving a breach of security including, but not limited to, cases of unauthorized access, unauthorized disclosure, data theft¹, or data loss² must be immediately reported via the Company's Privacy Incident Reporting Process by contacting PrivacyAHB@allstate.com. Agent will work in conjunction with the Company to investigate and remediate the incident. In the event of a suspected breach, it is incumbent upon Agent to mitigate the incident and protect the information by such actions as resetting passwords and any other measures to protect and secure the data.

Upon conclusion of the incident, a record of the incident and responsive actions taken in connection with the incident must be documented in a responsive action log and should contain the following information: date of incident, summary and description of incident, and resolution. In order to create and implement a privacy incident mitigation strategy, Agent must complete and maintain an inventory of all paper, electronic, and other storage media used for business purposes that is located both internally and externally of their actual physical office location(s).

AUTHENTICATION OF PI

In compliance with all applicable laws, a customer authentication process must be established and implemented before processing any customer request that involves the exchange of PI. PI must not be shared verbally or in writing with an individual unless the individual's identity has first been verified and it is confirmed that the individual is authorized to receive the information. Except when a new insurance policy is being written for a customer, PI, in its entirety, must not be used for authentication purposes. Truncated PI³ may be used as a form of authentication when no other form of authentication is available and has been approved by the Company. For example, only ask the customer for the last four digits of their Social Security Number rather than request the entire nine-digit number.

ACQUISITION AND USE OF PI

PI must only be acquired, displayed, and used for specific lawful business purposes. The amount of PI collected should be limited to that which is reasonably necessary to complete the legitimate business transaction for which it is collected. PI must not be shared with Unauthorized Users⁴. These requirements apply to all documents and electronic data obtained, created, or maintained by Agent that contains PI owned by the Company, as defined above and in the Agreement, and any third party needing access to PI owned by the Company to perform its services. The Agent must protect prospects' and customers' personal information and privacy at all times.

¹ "Data Theft" is the term used to describe when information is copied or taken from a business or an individual without their prior authorization.

² "Data Loss" is the term used to describe the disclosure (whether inadvertent or intentional) of information about a business or an individual.

³ Truncating refers to the removal of characters from a character sequence in order to protect the confidentiality of the original information. As an example of truncating PII, the Social Security Number 123456789 could be represented as XXXXX6789.

⁴ Unauthorized Users are defined as anyone who has not been granted approval to access Company (customer, prospect, and claimant) information and information systems.

STORAGE, TRANSMISSION, AND DISPOSAL OF PI

Agent is required to ensure compliance with all applicable laws regarding record retention requirements including, but not limited to, record security and retention, special records retention exceptions, transmission, litigation holds, and appropriate disposal of information. Physical documents must be maintained in a secure manner to avoid access by unauthorized persons. Agents operating in New York must also adhere to the Information Security Requirements set forth in the Appendix as Exhibit A.

When disposing of PI related to Company business, it must be done in a secure manner so that it cannot be retrieved or reconstructed, and the confidentiality of the information is safeguarded.

All Agent vendors with access to PI related to Company business must also protect the PI consistent with applicable laws.

PERSONAL HEALTH INFORMATION

Agent acknowledges that, in the course of their independent business operations, they may come into possession of Personal Health Information (PHI) pertaining to their clients and may be subject to various Business Associate Agreements. Agent agrees and warrants that they shall not disclose, share, or otherwise provide any PHI, as defined under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and applicable state laws, to the Company under any circumstances.

Agent understands and agrees that all issues, disputes, or inquiries related to health insurance claims, including but not limited to claims submissions, denials, adjustments, or payments, must be exclusively handled between the Agent and the respective insurance company. Company shall not be involved in claims processing, claims resolution, or any activity requiring access to or discussion of PHI.

Agent represents and warrants that they will strictly comply with all applicable federal and state laws, including but not limited to HIPAA, in the handling, storage, and transmission of PHI. The Agent further agrees to implement appropriate safeguards to protect against the unauthorized use or disclosure of PHI.

Agent agrees to indemnify, defend, and hold harmless Company from and against any and all claims, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or related to the Agent's breach of this clause, including but not limited to any unauthorized disclosure or mishandling of PHI.

PASSWORD MANAGEMENT

All passwords used to access Company systems must adhere to current system passwords requirements and must be maintained confidentially.

COMPLIANCE WITH CUSTOMER AND PROSPECT CONTACT RULES AND REGULATIONS

Agents must adhere to the Company's corporate contact compliance policies, all state and federal laws and the Federal Communications Commission's (FCC) Telephone Consumer Protection Act (TCPA) which restricts calls, text messages and faxes.

The Company has adopted a zero-tolerance policy with respect to TCPA violations and any non-compliance may result in action up to and including termination of your relationship with the Company.

TERMINATION OF EMPLOYMENT OF AGENT EMPLOYEES WITH ACCESS TO COMPANY SYSTEMS

When the employment of any person authorized to represent the Company is terminated, all usernames and passwords must be deleted to prevent access to any records containing PI related to Company business and physical access to any records containing PI related to Company business.

SOCIAL MEDIA

Social media describes technologies people use to share opinions, insights, experiences, and perspectives. Social media can take many forms including text, images, audio, and video as well as profiles, articles, blogs, message boards, community groups, podcasts, wikis, and vlogs. The Company may take any measures it deems appropriate including but not limited to terminating the business relationship if Agent social media activity involving the Company and/or Company business involves:

- Defamatory, objectionable, offensive, or inflammatory statements;
- Improperly sharing PI or PHI;
- Improperly sharing Company trade secrets and/or confidential information; or
- Improper use of other Company intellectual properties such as logos.

Please understand that individual access to Company information does not imply or confer authority to act as a spokesperson for the Company concerning such information or to disclose such information to others, either internal or external to the Company. Prior written Company approval must be obtained before communicating Company business practices outside of the Company.

Be aware that the Company's Information Technology Usage policy specifically states that the Company retains the right to monitor and/or record any electronic media and information and the activity associated with it.

REMITTANCE

Except as otherwise agreed to in writing by the Parties, all payments that Agent collects or receives on behalf of insurance companies are the property of the insurer and must be treated as trust funds and must be promptly accounted for and transmitted to the insurer without deduction for any purpose in the manner specified by the insurer.

Be aware that certain forms of payment, including cash, money orders, cashier's checks, traveler's check, and bank checks can be used in the placement phase of a money laundering scheme. Agent should manage this risk when accepting customer's premiums.

ANTI-MONEY LAUNDERING (AML)

Pursuant to all applicable laws, Agent is responsible for adhering to the most current anti-money laundering requirements. Additional information can be found in the Anti-money-laundering act of 2020 and at Section 6050I (26 United States Code (U.S.C.) 6050I) and 31 U.S.C. 5331 require that certain information be reported to the IRS and the Financial Crimes Enforcement Network (FinCEN). This information must be reported on IRS/FinCEN Form 8300.

BUSINESS PROCEDURES

Agent is not authorized to backdate the inception of any insurance policy, nor shall Agent backdate any endorsement to an insurance policy except to the extent expressly or implicitly authorized by the insurance policy to which the endorsement attaches. Agent may be authorized to bind new policies subject to the insurance companies' binding rules.

Agent shall not charge a prospective insured any policy fee on behalf of the Company or insurer unless such fee is prescribed in the insurer's rating software, underwriting guide, or other written instructions. However, nothing in this provision shall prohibit the charging of fees on behalf of Agent for services rendered solely by Agent to an insured and specifically authorized by law.

APPENDIX

EXHIBIT A

NEW YORK INFORMATION SECURITY REQUIREMENTS

1. Agent must maintain a cybersecurity program reasonably designed to protect the confidentiality, integrity, and availability of its information. Such program must include a written cybersecurity policy.
2. Agent must have written risk-based policies to monitor the activity of authorized users and detect unauthorized access or use of nonpublic information.
3. Agent must utilize qualified cybersecurity personnel, affiliates, or third parties; provide cybersecurity updates and training; and verify that key cybersecurity personnel take steps to maintain current knowledge of changing cybersecurity threats and countermeasures. Additionally, Agent must:
 - a) grant access to specific computer resources (systems, application functions, services) using a role-based access structure, which matches organizational roles with access authorizations necessary to perform the respective jobs;
 - b) segregate the duties for system engineering, security administration, and operations or implement controls to monitor sensitive system changes; and
 - c) have a formal security education and awareness training program or any regular informal security education efforts which includes acknowledgement of training. Such program shall include initial training given during the employee orientation and subsequent repeated communications of key security requirements.
4. Agent must have formal policies and procedures for the secure periodic disposal of sensitive information in print as well as in electronic formats.
5. Agent must have a written process for identification and removal of sensitive data before disposal of equipment (e.g. servers, desktops, laptops, networking hardware, etc.) as well as backup media (i.e. tapes, DVD/CD) requiring records of the hardware, vendor name, and date of destruction to be maintained of all hardware destroyed. A Certificate of Destruction (COD) must be obtained from the vendor providing the destruction services. Specifically,
 - a) confidential and restricted information must be kept in locked storage cabinets or areas until disposal;
 - b) for all systems that process or store confidential client information, after data is overwritten, modified, or deleted: no previous form of the data, including any encrypted representation, may remain on the system, including in memory, disk blocks, temporary files, or cache and no residual data may remain in the memory, temp files, or cache from any previous version of the data;
 - c) when a data store is deleted or destroyed, all authorized permissions to access that data store must be revoked to prevent those permissions from being abused; and
 - d) applications must purge all data from memory before releasing that memory.
6. Agent must use appropriate levels of access controls to ensure the confidentiality of data stored within databases and applications. Specific access roles must be defined and enforced via pertinent system, network, and/or application level privileges (read, write, execute).
 - a) Database encryption, field level encryption, or masking may be required if the Agent receives and processes certain types of confidential information.
 - b) Agent must enforce confidentiality of transmitted data by encrypting it at the network layer using VPN tunneling, at the session layer using SFTP or SSL, or at the file level using PGP or other PKI or symmetric key encryption solutions. If encryption of such is infeasible, the use of effective compensating controls to secure nonpublic information in transit over external networks and at rest is permissible if annually reviewed and approved by a designated employee responsible for the Agent's information security.
 - c) Agent must have a well-defined user registration and deregistration process that allows for effective assignment, modification, and removal of access to all systems, networks, and applications.
 - d) Agent must use effective controls to protect against unauthorized access to nonpublic information or information systems, including utilizing multi-factor authentication for any external network accessing the Agent's internal networks, unless the Agent's designated

employee responsible for information security has given written approval of equivalent or more secure access controls.

7. Agent must have written IT operations procedures (i.e. backup, administration, system hardening), including step-by-step instructions for key operational tasks within the IT environment that must be followed by the IT personnel responsible for system administration, backup, monitoring, and maintenance.
8. Agent must have written procedures, guidelines, and standards outlining the secure development practices for in-house developed applications and procedures for evaluating the security of externally developed applications utilized within the Agent's technology environment.
9. Agent must have written procedures for handling customer information, including a mechanism for removal of customer data upon termination of a business relationship.
10. Agent must have a clear account for all of its critical and sensitive assets.
11. Agent must be able to clearly identify the assets involved in exchange and processing of Nat Gen's data.
12. Agent must have an established process to identify patches as they are released, prioritize them and then stage them through non-production resources prior to making them available for deployment to production.
13. Agent must have an employee, contractor, and vendor termination process that includes security considerations (i.e. removal of access privileges, return of assets, and review of non-disclosure and confidentiality agreements). This process should facilitate close communication between the HR and IT departments in order to disable logical access in a timely and effective manner.
14. Agent must conduct a periodic risk assessment of its controls, information systems, and corresponding security related risks to the organization's information assets, updated as reasonably as necessary to address changes to the information systems, nonpublic information, or business operations. The risk assessment must be based on formal criteria for the evaluation and categorization of identified cybersecurity risks or threats facing the Agent; criteria for assessing the confidentiality, integrity, security, and availability of the Agent's information systems and nonpublic information; and requirements describing how identified risks will be mitigated or accepted, and how the cybersecurity program will address such risks. Based on the risk assessment, the Agent will:
 - a) periodically review and limit user access privileges to information systems that provide access to nonpublic information;
 - b) implement controls, including encryption, to protect nonpublic information held or transmitted by the Agent both in transit over external networks and at rest; and
 - c) develop policies and procedures addressing the security of information systems and nonpublic information accessible to, or held by, third party service providers, including guidelines for due diligence and/or contractual protections relating to third party service providers.
15. Agent must have a written incident response plan requiring prompt response to, and recovery from, any cybersecurity event materially affecting the confidentiality, integrity, or availability of the Agent's information systems or the continuing functionality of the Agent's business or operations including a requirement that Agent must notify National General's Enterprise Information Security Department of a data breach within 72 hours of discovery of the breach by emailing PrivacyAHB@allstate.com.
16. Agent must annually submit a written statement to the Superintendent covering the prior calendar year by February 15, certifying that the Agent is complying with the requirements set forth in 23 CRR-NY 500.



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: _____