



REQUISITION FOR AGENT APPOINTMENT

Check Type: Agent _____ Agency _____

IDENTIFICATION (please print or type)

Last Name First Name Middle Name Social Security #
Birth Date Place of Birth Age Sex M [] F []

Firm Name (Agency Name Required) Tax I.D. No.

Business Address: Physical Address City State
County Zip Code Telephone No. Fax No.

Resident Address: Physical Address City State
County Zip Code Telephone No. Fax No.

Email Address:

List the carrier(s) you want to be appointed with: Standard Security Life Insurance Company of New York []
Madison National Life Insurance Company, Inc. []
Independence American Insurance Company []

List the state(s) in which you are licensed and want to be appointed in:

State License # ; State License # ;
State License # ; State License # ;
State License # ; State License # ;

Name of Manager/Administrator/General Agent:

BACKGROUND - Use separate page if needed

1. Do you carry Errors and Omissions Protection? Yes [] No []

Have you ever been:

- (a) convicted of any criminal felony, involving fraud, dishonesty or a breach of trust
(b) convicted of an offense under the Violent Crime Control and Law Enforcement Act of 1994; or
(c) subject to disciplinary proceeding of any federal or state regulatory agency?

Yes [] No [] If yes, provide explanation:

2. Are you bonded? Yes [] No []

3. Has an application for bond ever been declined to you? Yes [] No [] If yes, for what reason?

4. Have you ever been refused any license applied for? Yes [] No [] If yes, what state(s) and why?

5. Has your license ever been cited, suspended or revoked by any state(s)? Yes [] No []

If yes, what state(s) and why? _____

6. Has your appointment ever been terminated involuntarily by an insurance company for reasons other than lack of production? Yes [] No [] If yes, give details:

7. Is any charge by any state currently pending against you or against the agency or any member of the agency? Yes [] No [] If yes, give details:

8. Do you work for or are you under contract to any financial institution such as a bank, a savings and loan association, any subsidiary, affiliate or holding company of such financial institution? Yes [] No [] If yes, please provide the name and address of the financial institution.

9. Are there any outstanding judgments or liens (including state or federal tax liens) against you? Yes [] No [] If yes, give details:

CERTIFICATION/AUTHORIZATION

I certify, under penalty of perjury, that all answers and responses to questions or inquiries contained in this application are true, correct, and complete answers and responses. I further certify that I have read and am familiar with the sections of the insurance code in the state in which I am seeking appointment and that I am withholding no information that would affect my qualification for this appointment. I further certify that I am not prohibited by the Violent Crime Control and Law Enforcement Act of 1994 from engaging in the business of insurance or that I have obtained consent from the appropriate insurance regulator to do so.

I also authorize the Insurance Company to order an investigative report as may be required. I understand that information for the report may be secured from financial sources, and/or public records, or personal interviews with third parties, such as family members, business associates, and/or others with whom I am acquainted. This inquiry may include information as to my character, general reputation, personal characteristics, mode of living, or educational background. I understand that I have the right to make a written request within a reasonable period of time for a complete and accurate disclosure of this information if I so desire.

Date _____

Signature _____

SIGN HERE

Return completed form along with copies of your current license(s) to:

[INSERT MANAGER/ADMINISTRATOR/GENERAL AGENT CONTACT INFORMATION]

PRODUCER AGREEMENT

Producer's Name: _____

Date _____

- 1) **Definitions.** The following terms have the following meanings in this Producer Agreement:
 - a) "Payor" means an insurance carrier issuing an insurance policy or certificate of coverage under which insurance benefits are provided that has engaged IHC Health Solutions, Inc. to provide administrative or marketing services related to such policy or certificate of coverage.
 - b) "Company" means IHC Health Solutions, Inc. and any of its Affiliates.
 - c) "Affiliates" means any other entity controlling, controlled by, or under common control with Company.
 - d) "Agreement" means this Agreement and any schedule, appendix or supplement that may be included as part of this Agreement now or in the future.
 - e) "Producer" means the person authorized to solicit and procure applications for the insurance programs administered by the Company who is named above and who executed this Agreement.
 - f) "Sub-producer" means an individual employed by or under contract with a Producer to solicit, negotiate, sell or place insurance business.

- 2) **Solicitation.** Subject to the authority granted to Company by each Payor, Company hereby authorizes Producer to solicit and procure applications for the insurance programs identified in each schedule attached hereto, on a non-territorial, non-exclusive basis, subject to the terms and conditions of this Agreement.

- 3) **Relationship of the Parties.** Company and Producer each agree that:
 - a) Producer is an independent contractor and this Agreement does not create a relationship of employer/employee, principal/agent, or any other similar relationship between Company and the Producer.
 - b) Producer acknowledges that he/she is not, and shall not be, considered an agent or representative of Company and that he/she will not expressly or impliedly represent himself/herself as such.
 - c) Except where state law requires otherwise, Producer is an independent insurance agent representing Producer's clients.

- 4) **Producer's Responsibilities.** Producer agrees to:
 - a) Solicit applications for insurance policies and certificates of coverage issued by Payor or Company on behalf of Payor; assist applicants to truthfully and accurately complete their respective applications for insurance coverage; and submit such applications to Company promptly upon receipt of such applications from applicants.
 - b) Remit all gross premiums and/or policy fees received or collected by Producer promptly to Company with a full and detailed statement.
 - c) Refrain from accepting any premium from any applicant or insured with the exception of the initial premium and applicable fees collected with the application for coverage.
 - d) Strictly comply with all underwriting rules, regulations and instructions contained in the rate books, manuals or any other written material of any Payor with which Producer is appointed, and to observe and comply with the insurance laws and regulations of the state or states in which Producer operates. In the event there is a dispute between the parties hereto as to the interpretation of Payor's regulations or instructions, Company in its sole discretion shall resolve any such dispute.
 - e) Provide prompt, courteous service to certificate / policy holders.
 - f) Pay (without reimbursement from Company) all Producer license fees and/or any other related fees or taxes whether billed to Company or Producer.
 - g) Provide Company with evidence of E & O coverage in such amounts and with such carriers as is reasonably acceptable to Company.

- h) Obtain prior written approval from Company of all marketing materials, application forms, and advertising used by Producer in connection with this Agreement.
 - i) Remit an annual administrative processing fee to Company in the amount of \$20.00. Company may deduct this annual administrative processing fee automatically from Producer's commissions.
 - j) Maintain current mailing address and contact information for Company's benefit.
 - k) Keep records in such form as is reasonably required by Company and/or required under applicable laws and regulations.
- 5) **Restrictions on Producer's Authority.** Producer agrees that Producer has no authority and will not:
- a) Bind Company or any Payor by any promise or agreement, or incur any debt, expense, or liability whatever in its name or account, or waive any of the provisions of policies administered by Company.
 - b) Waive, alter, or modify any question on any application; permit any applicant to inaccurately answer any question on any application; instruct any applicant not to disclose any particular medical condition on the application; or notify an applicant that Producer has the authority to alter the terms of an insurance policy or certificate of coverage.
 - c) Pay or allow or offer to pay or allow, as an inducement to any proposed insured, any rebate of premium or consideration or any inducement not specified in the policy or allowed by law.
- 6) **Representations and Warranties.** Producer represents and warrants as follows:
- a) Producer is currently licensed to solicit and procure applications for insurance policies and certificates of coverage in the jurisdiction in which Producer will perform such functions and will maintain such license during the term of this Agreement.
 - b) Producer will comply with all statutes, regulations and administrative bulletins related to Producer's performance of Producer's responsibilities hereunder.
- 7) **Materials and Records**
- a) All Company materials provided to Producer, including, without limitation, programs, manuals, tapes, guidelines and any other information pertaining to Company's marketing methods, leads, or the products of Payors with which the Producer is appointed, or their content, if developed by Company, shall remain the sole and exclusive property of Company.
 - b) Producer's accounts, ledger, correspondence and other records pertaining to this Agreement shall be retained by Producer as required by applicable law, and open for inspection by authorized representatives of Company.
 - c) The parties agree that information and materials described in this section and otherwise provided by Company derive independent economic value from not being generally known to other persons, and thereby constitute trade secrets. As such, Producer agrees to maintain the confidentiality of such information and materials, except where such materials are designed for release to other persons.
- 8) **Compensation.** Company and Producer each agree that:
- a) Company will pay compensation to Producer on behalf of Payors in accordance with the Compensation Schedule(s) attached hereto.
 - b) Company may, upon 30 days prior written notice, change or terminate said Compensation Schedule(s), or add additional new policy forms or requirements and establish the rates of compensation thereon, or withdraw forms.
 - c) Commission, as defined in the Compensation Schedule(s), is vested and payable after termination of this Agreement until the earlier of a) three years from the date of termination of this Agreement, or b) the date on which the monthly compensation amount due is less than \$50.
 - d) The schedule of any renewal compensation set forth on the Compensation Schedule(s) begins with the second policy year and is applicable thereafter as long as this Agreement is in full force and effect and Producer is recognized as the agent of record by the policy holder.
 - e) Producer must be appropriately licensed in the state in which coverage is issued and must remain appropriately licensed in order to receive compensation related to the solicitation, procurement or sale of insurance policies and certificates of coverage.

- f) Company will not issue payment to Producer for compensation less than \$25. The compensation balance will be retained by Company until amount payable exceeds the \$25 minimum.
- g) If Company for any reason refunds any premium or part of a premium on any policy, any compensation paid Producer on the amount refunded shall be repaid to Company by Producer.
- h) Company may offset against any compensation due Producer hereunder (including, without limitation, any commissions and/or other compensation) any amounts due Company or Affiliates which may become due at any time from Producer, and such amounts shall be a first lien against the compensation due Producer under this Agreement.
- i) Producer may not assign the compensation accruing under this Agreement or any interest therein except with the prior written consent of Company, and any assignment by Producer shall always be subject to the lien provided for in the preceding paragraph, whether for debts or liabilities existing at the time of assignment or thereafter arising.
- j) In the event that this Agreement is terminated pursuant to Section 10 or any condition set forth in Section 10 (b)(iv) or (v) (vi) therein occurs after termination, all of Producer's rights under this Agreement, including Producer's rights to any compensation to which Producer might otherwise become entitled shall terminate effective as of the termination of this Agreement.
- k) Compensation received during a calendar year will be reflected on that year's annual 1099 tax form provided to Producer by Company.

9) **Indebtedness.** Company and Producer each agree that:

- a) Pursuant to the execution of this Agreement and for value received, Producer hereby promises and agrees to repay Company in full any indebtedness resulting from any and all special advances, charge-backs, dues, interest or any other charges owed by Producer to Company. Company has the right to charge and collect interest on debit balances attributable to and owed by Producer. Company, its successors and/or assigns, is hereby granted a complete, unconditional, and automatic first lien on any monies due or to become due under this Agreement and Company may deduct such amounts from any monies due Producer as provided in Section 8 (g) hereof.
- b) It is agreed that the unpaid balance owed shall accrue interest at the interest rate set forth in the attached Compensation Schedule.. Company reserves the right to adjust the interest rate upon 30 days advance notice.
- c) Producer hereby unconditionally guarantees to Company the full and timely payment of any and all moneys owed to Company by any Sub-producers of Producer whether directly or indirectly contracted with Company and/or appointed where Producer is receiving a commission override.
- d) Upon termination of this Agreement for any reason, Producer agrees to immediately pay any debit balance owed to Company, in full, upon demand by Company. After the debit balance has been fully satisfied, the remainder of any Producer commissions or service fees will be paid to Producer as earned.
- e) The Company reserves the right, without limitation or notice, to modify or terminate the amount of any advance commission paid to Producer.
- f) This entire Section 9 shall survive the termination of this Agreement. It is further agreed that in the event it becomes necessary to enforce payment of this indebtedness through legal action, Producer agrees to bear the reasonable legal expenses, attorney fees and court costs incurred by Company.

10) **Termination.** Company and Producer each agree that:

- a) This Agreement, together with any addenda hereto, shall continue until terminated by either party pursuant to this section.
- b) This Agreement, together with any addenda hereto, shall terminate:
 - i) Thirty days following written notice by either party mailed to the last known address of such other party.
 - ii) Automatically without any notice upon Producer's death, or total permanent disability.
 - iii) Automatically at time of appointment renewal if the Producer has not placed any new business with Company in the last 12 months.
 - iv) Immediately upon notice from Company to Producer for any act of dishonesty, fraud or breach of any of the terms of this Agreement as determined at the Company's sole discretion.

- v) Automatically without any notice upon revocation, termination or non-renewal of Producer's license.
 - vi) If attempt is made by Company to contact Producer in writing or via e-mail at last known mailing or e-mail address and Producer fails to reply within 60 days of such attempt, in which event Company shall have the right to retain all future commissions of such Producer and such Producer shall forfeit any and all right to such commissions.
- 11) **Assignment.** No assignment of this Agreement or of any compensation due or to become due shall be valid unless approved in advance in writing by Company. Any assignment shall be subject to any existing or future indebtedness to Company by Producer.
- 12) **Agent Appointment.** Producer is responsible for costs associated with his/her appointment as determined by each Payor. Company will not pay or advance on behalf of Producer such fees to any Payor. Producer agrees to pay for all such required appointment and / or state fees prior to appointment.
- 13) **Liability.** Producer shall indemnify Company for, and hold Company harmless against, any and all claims, actions, liabilities, losses, damages of any nature, whether compensatory or punitive, judgments, awards, or settlements, charges and expenses, including court costs and attorney's fees, that Company may at any time sustain or incur by reason of any unlawful or negligent act or omission of Producer, and any misrepresentation by Producer, or any breach by Producer of the terms of this Agreement.
- 14) **Confidentiality.** Producer agrees to protect the confidentiality of protected health information in accordance with Exhibit A which is attached hereto and incorporated herein.
- 15) **Company Rights** Company specifically reserves the right to:
- a) Cease doing business in any state upon 30 days' prior written notice to Producer.
 - b) Approve all transfers of reporting hierarchies prior to the effective date of the requested change.
 - c) Discontinue or withdraw any plan of insurance.
 - d) Amend this Agreement with 30 days notice at Company's sole discretion.
- 16) **Indemnification.** Producer shall indemnify and hold Company, Payor, and any of their employees, officers, directors, agents or representatives (collectively, the "Indemnified Parties") harmless from and against any and all liabilities, damages, claims, costs and expenses, including, without limitation, reasonable fees and disbursements of counsel, arising in connection with, or incident to any breach or violation of any covenant or agreement contained in this Agreement or otherwise arising out of any of the transactions contemplated by this Agreement. Producer shall notify Company in writing within five (5) days of Producer becoming aware of any legal or administrative proceeding that involves or could potentially involve an Indemnified Party in any manner whatsoever. Company may, in its sole and absolute discretion, determine whether to defend or settle any such claim. Company will be entitled to offset any losses that are the subject of pending or unresolved indemnification claims against any and all payments due to Producer pursuant to this Agreement.
- 17) **Applicable Law and Venue.** This Agreement shall be governed by the laws of the State of New York, without regard to conflicts of law principles, and any interpretation of the language, intent, performance or obligation of this Contract shall be determined in accordance with the laws of the State of New York. This Contract is performable in New York County, New York, and any suit, action or proceeding by either party to this Agreement must be initiated and brought in New York County, New York. All sums or amounts due or to become due to either party hereto are payable in New York, New York.
- 18) **Arbitration.** Except as otherwise set forth herein, all disputes, controversies, or differences, whether arising or commencing during or subsequent to the term hereof, which may arise among the parties out of or in relation to or in connection with this Agreement which cannot be settled among the parties pursuant to the terms of this Agreement (including postponing settlement of such issue) shall be settled by arbitration in New York, New York, before an

arbitrator of the American Arbitration Association in accordance with the commercial arbitration rules of the American Arbitration Association.. Such arbitration shall be final and binding and shall be limited to an interpretation and application of the provisions of this Agreement. Any arbitration award shall be enforceable in any court, wherever located, having jurisdiction over the party against whom the award was rendered. With respect to any such arbitration or enforcement proceedings, each party thereto shall bear its respective attorneys' fees and all other costs and expenses associated with such arbitration, except as otherwise provided by law or rule and as directed by the arbitrator.

19) **Entire Agreement.** Producer understands and agrees that:

- a) This Agreement is the entire agreement between the parties hereto and supersedes any and all previous contracts and agreements between Producer and Company.
- b) This Agreement is effective as of the date executed by Company below.
- c) Any schedule, appendix or supplement issued at a later date shall become effective at such later date as specified.
- d) Failure of Company to insist upon strict compliance with any of the conditions of this Agreement shall not be construed as a waiver of such conditions, but they shall continue to be in full force and effect.
- e) No oral promises or representations shall be binding, nor shall this Agreement be modified except by agreement in writing, executed by Company, except as otherwise set forth herein.
- f) This Agreement may be executed in one or more counterparts, each of which, when taken together, shall constitute one original Agreement.

IHC HEALTH SOLUTIONS, INC., an Indiana corporation

Producer Signature

SIGN HERE

By:

Printed Name:

**Printed Name: Jeffrey C. Smedsrud Authorized
Signatory**

Date:

Date:

HIERARCHY FORM

PLEASE COMPLETE ALL THAT APPLY

PRODUCT: INDIVIDUAL

AGENT NAME	AGENT NUMBER
REFERRING AGENT NAME	REFERRING AGENT NUMBER

PRODUCT: GROUP

AGENT NAME	AGENT NUMBER
REFERRING AGENT NAME	REFERRING AGENT NUMBER

PRODUCT: DEFINED SOLUTIONS

AGENT NAME	AGENT NUMBER
REFERRING AGENT NAME	REFERRING AGENT NUMBER

PRODUCT: SHORT TERM MEDICAL

AGENT NAME	AGENT NUMBER
REFERRING AGENT NAME	REFERRING AGENT NUMBER

PRODUCT: RX PAY CARD

AGENT NAME	AGENT NUMBER
REFERRING AGENT NAME	REFERRING AGENT NUMBER

PRODUCT: OVERSEAS TRAVEL MEDICAL

AGENT NAME	AGENT NUMBER
REFERRING AGENT NAME	REFERRING AGENT NUMBER

PRODUCT: **SMILE DENTAL**

AGENT NAME	AGENT NUMBER
REFERRING AGENT NAME	REFERRING AGENT NUMBER

PRODUCT: **SECURE DENTAL ONE**

AGENT NAME	AGENT NUMBER
REFERRING AGENT NAME	REFERRING AGENT NUMBER

COMMISSION TYPE

Individual Major Medical commission to be paid as follows: Advanced Earned

Agent Name: _____ Agent Number _____

Referring Agent Signature: _____

Referring Agent Signature is required for Advanced Commissions

COMMISSION ASSIGNMENT

I direct my compensation to be made payable as follows:

Agent or Agency: _____ SSN or TIN#: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Signature of Producer: _____ Date: _____

PLEASE ATTACH ALL COMMISSION SCHEDULES TO THIS FORM WHEN SUBMITTING TO IHC!!

***COMPENSATION SCHEDULE TO PRODUCER AGREEMENT FOR
IHC'S SHORT TERM MEDICAL PLANS***

This Compensation Schedule to the Producer Agreement identifies (1) the product that the Producer is authorized to solicit and procure applications; and (2) the commission schedule applicable to such product. IHCHS and Producer each agrees that this Compensation Schedule is subject to all of the terms and conditions of the Producer Agreement and shall be made part of and attached thereto.

Schedule of Commissions:

SHORT TERM MEDICAL / SECURE SAVER	STM LITE MEDICAL	SECURE 12X3	
18%	15%	First Year	18%
		Renewal	9%

Commission is based on collected premium, less applicable fees except to the extent any of the forgoing are required by state law.

The maximum commission percentage payable hereunder, will be adjusted as required by applicable state law.

With respect to this Compensation Schedule:

Commission percentages shown in this Compensation Schedule shall be reduced by any commission(s)/fee(s) paid to Producer and/or any Sub-producer.

Producer shall not be entitled to any compensation for services of any kind rendered to or for Company by Producer, agents or employees of Producer except as enumerated in this Compensation Schedule.

***COMPENSATION SCHEDULE TO PRODUCER AGREEMENT FOR
IHC'S SECURE DENTAL ONE PLANS***

This Compensation Schedule to the Producer Agreement identifies (1) the product that the Producer is authorized to solicit and procure applications; and (2) the commission schedule applicable to such product. IHCHS and Producer each agrees that this Compensation Schedule is subject to all of the terms and conditions of the Producer Agreement and shall be made part of and attached thereto.

Schedule of Commissions:

Secure Dental One Dental 1 st year	Secure Dental One Dental Renewals
12%	9%

Commission is based on collected premium less applicable fees except to the extent any of the forgoing are required by state law.

The maximum commission percentage payable hereunder, will be adjusted as required by applicable state law.

With respect to this Compensation Schedule:

Commission percentages shown in this Compensation Schedule shall be reduced by any commission(s)/fee(s) paid to Producer and/or any Sub-producer.

Producer shall not be entitled to any compensation for services of any kind rendered to or for Company by Producer, agents or employees of Producer except as enumerated in this Compensation Schedule.

***COMPENSATION SCHEDULE TO PRODUCER AGREEMENT FOR
IHC'S RX PAY CARD PLANS***

This Compensation Schedule to the Producer Agreement identifies (1) the product that the Producer is authorized to solicit and procure applications; and (2) the commission schedule applicable to such product. IHCHS and Producer each agree that this Compensation Schedule is subject to all of the terms and conditions of the Producer Agreement and shall be made part of and attached thereto.

Schedule of Commissions:

RX Pay Card
15%

Commission is based on collected premium, less applicable fees except to the extent any of the forgoing are required by state law.

The maximum commission percentage payable hereunder, will be adjusted as required by applicable state law.

With respect to this Compensation Schedule:

Commission percentages shown in this Compensation Schedule shall be reduced by any commission(s)/fee(s) paid to Producer and/or any Sub-producer.

Producer shall not be entitled to any compensation for services of any kind rendered to or for Company by Producer, agents or employees of Producer except as enumerated in this Compensation Schedule.