

2013

MASTER AGENCY PRODUCER AGREEMENT

PRODUCER AGREEMENT - PROFESSIONAL PROFILE

Your Personal Information:

FIRST NAME: _____ MI: _____ LAST: _____

☐ MALE ☐ FEMALE D.O.B.: _____ SS# (REQUIRED): _____ - _____ - _____

NATIONAL PRODUCER NUMBER (NPN) _____

RESIDENCE STREET: (must be physical street address): _____

CITY: _____ STATE: _____ ZIP: _____ COUNTY: _____

DAYTIME PHONE: _____ CELL PHONE: _____

BUSINESS NAME: _____

SHIPPING ADDRESS (no P.O. Box): _____

CITY: _____ STATE: _____ ZIP: _____ COUNTY: _____

INSURANCE LICENSE #: _____ FAX NUMBER: _____

E-MAIL ADDRESS: _____

Licenses Held/Permission to Appoint: Required

I am contacting as a(n): ☐ Individual/Sole Proprietor ☐ Corporation ☐ Partnership

Federal Tax ID: _____

I give Agency Marketing Support, LLC permission to appoint me as required in the following state(s).

I will be conducting business in: _____

I hold the following licenses: ☐ Health ☐ Life & Health ☐ Life, Health & Variable Annuity

(Attach copies of your Accident & Health license(s) for the applicable state(s) listed above and be sure to include agency license if contracting as Corporation.)

Assignment of Commissions: (if contracting as corporation with no agency license completed)

I permit Absolute Assignment of Commission: ☐ No ☐ Yes

Signature: X _____ Corporate ID#: _____

PRODUCER AGREEMENT - COMPLIANCE HISTORY

Please read and answer each question. Attach detailed explanations in writing for any answer of yes.

1. Have you ever been convicted of or plead guilty or nolo contendere (no contest) to:
 - a. Any crime involving theft, fraud, embezzlement, forgery, false statements, counterfeiting, extortion, or any other act involving the misappropriation of funds? ☐ Yes ☐ No
 - b. A conspiracy to commit any of the above offenses? ☐ Yes ☐ No
2. Are you now or have you ever been the subject of ANY complaint, investigation, or proceeding by any state insurance department, FINRA, the SEC, or any federal or state regulatory agency? ☐ Yes ☐ No
3. Do you have unsatisfied judgments or liens against you, or any pending litigation in which you are a defendant? ☐ Yes ☐ No
4. Are you currently a party, or in the past ten years have you been a party, to any lawsuit, arbitration, or civil litigation? ☐ Yes ☐ No
5. Have you ever been convicted of a felony or a misdemeanor other than a traffic offense? ☐ Yes ☐ No
6. Have you personally, or has any business in which you had control or an ownership interest, ever been subject to discipline by any regulatory entity, including but not limited to settlement stipulation, consent order, cease and desist order, fine, suspension, probation, revocation of license status or order of restitution? ☐ Yes ☐ No
7. Has any person ever complained to an insurance department or regulatory agency about your conduct as an agent? ☐ Yes ☐ No
8. Has any insurance or security company ever terminated any agency, agent, broker, or representative contract held by you for other than for low production? ☐ Yes ☐ No
9. Have you ever voluntarily resigned, been discharged, or been permitted to resign after allegations were made against you involving an alleged violation of investment-related statutes, regulations, rules or industry standards of conduct? ☐ Yes ☐ No

I CERTIFY THE ANSWERS PROVIDED HEREIN, INCLUDING ATTACHMENTS, ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DISCLOSURE OF USE OF CONSUMER REPORTS: As part of its agreement process, Agency Marketing Support, LLC ("AMS") reserves the right to request consumer reports on prospective agents. From time to time following employment and/or contracting, AMS reserves the right to request consumer reports on agents in connection with their contracts. This may include personal interviews with sources such as your neighbors, friends, associates and/or former employers. Consumer reports and investigatory consumer reports may include information about any of the following: your character, general reputation, personal characteristics, education, past employment, credit report, professional credentials, and/or your driving, criminal and license disciplinary record. You hereby authorize AMS to obtain an investigative background report for these purposes. In the event AMS requests an investigative report, we are required by Fair Credit Reporting Act to notify you within three days after the report is requested, and if you make a written request, we are obligated to disclose to you within five days the nature and scope of the investigation requested.

Residents of California, Minnesota and Oklahoma have a right to request a copy of the consumer report which will disclose the nature and scope of the report. ☐ **Yes, please provide me a copy of the consumer report.**

AUTHORIZATION: I authorize AMS to request and obtain one or more consumer reports and/or investigative consumer reports about me for appointment and/or contracting purposes.

Signature: X _____ Date: _____

PRODUCER AGREEMENT

AUTHORIZATION AGREEMENT FOR ACH CREDITS

(Allows For Electronic Funds Transfer Of Commissions To Your Bank Account)

COMPANY/INDIVIDUAL NAME: _____

ID NUMBER (Company Tax ID or SSN): _____

I understand that all advances and commissions due to me will be deposited by the company directly into my account. I (WE) hereby authorize Agency Marketing Support, LLC (hereinafter called "AMS"), to initiate, credit entries and/or correction entries to my ☐ **Checking** ☐ **Savings** account (select one) indicated below at the depository named below, herein called DEPOSITORY, to credit the same such account.

DEPOSITORY NAME: _____ BRANCH: _____

CITY: _____ STATE: _____

BANK TRANSIT / ABA NUMBER: _____

ACCOUNT NUMBER: _____

This authorization is to remain in full force until AMS has received written notification from me (or either of us) of its termination in such time and in such manner as to afford AMS and DEPOSITORY reasonable opportunity to act upon it.

NAME(S): _____

ID NUMBER (Company Tax ID or SSN): _____

Signature: X _____ Date: _____

PLEASE INCLUDE A VOIDED CHECK



Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.) City, state, and ZIP code List account number(s) here (optional)	Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-				
Employer identification number								
				-				

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

2013 Commission Rates and Payment Terms UPLIC Medicare Prescription Drug Plan

2013 Commission Rates. The following are Commission rates for 2013 UPLIC Medicare Prescription Drug Plan sales.

Commission Level	2013 Part D	
	All Regions	
	1st Year	Renewal Years 2-6
Enhanced PDP	\$34	\$ 17
Basic PDP	\$24	\$ 12

A. Commission Rules

1. **Commission Cycle.** UPLIC Medicare Prescription Drug Plans will be subject to a six year commission cycle and no commission will be paid beyond the fifth renewal year unless otherwise established by UPLIC in writing and in accordance with CMS requirements.
2. **CMS Requirements Regarding First Year and Renewal Commissions.** AMS and Agent agree to follow all CMS requirements related to the type of commission (first year vs. renewal) and the number of years for which commissions will be paid for all sales and renewals of UPLIC Medicare Prescription Drug Plans. No first year commission shall be paid by AMS unless CMS authorizes UPLIC to pay AMS such for a particular sale. In the event of any conflict between this Agreement and this Schedule and the CMS requirements, the CMS requirements shall control. Agent shall have no cause of action against AMS for any commission amount that cannot be paid or is recouped by UPLIC or AMS as a result of CMS requirements.
3. **CMS Requirements Control Commission Payments and Amounts.** All AMS commission payments will be in accordance with CMS regulations and guidelines. The parties agree that if CMS prohibits the payment of a commission or requires the modification of the amount or method of commission payment under this Agreement, then AMS may cease paying a commission or modify a commission amount or method at any time to comply with CMS rules and regulations and AMS may recoup any amount from Agent that CMS determines to be inappropriate. AMS shall have no liability to Agent for any difference in the amount that would be paid under this Agreement and the amount that is subsequently determined to be paid to comply with CMS requirements.
4. **Timing of Payment / Earned Basis.** AMS shall pay commissions in a manner and time frame determined by AMS in its sole discretion and in accordance with CMS requirements.

Commissions are paid on an earned basis and are based upon a 12 month enrollment beginning January and ending in December. Commissions are earned as AMS receives payment from UPLIC on a monthly basis (i.e., 1/12 per month). AMS may reduce the commission amount or charge back the Agent for any unearned portion of a commission. All commission charge backs may be charged against the next commission payment and/or earned commissions or offset against any other compensation due or to become due to Agent. If either (i) a policy lapses, terminates or otherwise cancels prior to the commission being fully earned by Agent or (ii) UPLIC or AMS terminates Agent for cause prior to the Commission being fully earned by Agent, then the unearned portion of Agent's commission shall be charged back by AMS to the Agent.

For all UPLIC Medicare Prescription Drug Plans with initial effective dates on or between July 1 and December 31, AMS will pay a maximum commission amount equal to six (6) months of the applicable first year or renewal year commission amount. All commission payments remain subject to appropriate charge backs and other adjustments in accordance with CMS and AMS requirements as well as the terms of the Agreement.

At its discretion, AMS may advance 75% (seventy-five percent) of first year commissions, whether paid at the first year or the renewal rate, on earned enrollments approved by CMS and AMS. In the event that a policy on which advanced commissions were paid is cancelled, terminates for any reason, disenrolls or is rescinded during the first 3 months after the effective date of the enrollment, AMS will immediately charge back the entire advance.

PRODUCER AGREEMENT

This MASTER AGENCY PRODUCER AGREEMENT (this "Agreement") is entered into this _____ day of _____, 201____
("Effective Date") by and between Agency Marketing Support, LLC ("AMS"), a Delaware limited liability company, and

(Producer Name)

located at: _____
(Street Address, City, State & Zip)
("Producer")

RECITALS

Whereas, AMS is seeking a network of independent Providers to provide beneficiary education, outreach and enrollment services to assist consumers and eligible beneficiaries applying for insurance products including but not limited to Medicare Advantage and Medicare Advantage Prescription Drug Plans, Prescription Drug Plans and other products offered by United Prosperity Life Insurance Company ("UPLIC") together with products offered by other insurance companies collectively referred to herein as "AMS Products", and

Whereas, AMS intends to market AMS Products from designated drug store locations assigned to Producers.

NOW, THEREFORE, in consideration of the covenants, promises, representations and warranties set forth herein, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by the parties), intending to be legally bound hereby, the parties agree as follows:

I. APPOINTMENT AND RELATIONSHIP

- A. AMS, hereby authorizes Producer to act on its behalf and represent AMS only to the extent authorized herein.
- B. Producer is an independent contractor with respect to the AMS and nothing contained herein shall create or be construed to create the relationship of employer/employee between AMS and Producer or between AMS and any employee of Producer.
- C. Nothing herein contained shall be deemed to create an agency, joint venture, partnership or franchise relationship between Producer and AMS. Producer acknowledges that Producer is NOT an employee of AMS and is NOT entitled to AMS's employee rights and benefits. Producer further agrees to waive any and all rights and entitlements under the EEOC and ADA, to the extent that they exist at all. Producer shall be free to exercise independent judgment as to the time and manner in which Producer performs the services authorized by this Agreement.

II. SCOPE OF SERVICES, AUTHORITY AND RESPONSIBILITY OF PRODUCER

- A. Producer is hereby authorized, on behalf of AMS and only in those states and counties where the parties are authorized to do business and where Producer is in compliance with all applicable regulatory requirements at the time of solicitation, including insurance license requirements, to solicit applications for approved AMS Products authorized to be marketed by the parties. A list of approved AMS Products authorized to be marketed by Producer will be provided to Producer by AMS together with the terms, conditions, production requirements, commissions and related information and such will be considered fully incorporated herein by reference. Producer shall have no protected territories or regions.
- B. Producer and agents in Producer's hierarchy ("Sub-Agents") shall be responsible for payment of all expenses associated with their respective marketing of AMS Products, including but not limited to state insurance appointment costs, when applicable, and any other services performed by them in the performance of this Agreement.
- C. Producer shall be available, during the term of this Agreement and shall attend and participate in all required training, monitoring and supervision activities and or seminars as required and or requested by AMS or any insurance carrier issuing AMS Products sold hereunder. Producer agrees to cooperate fully and promptly with any compliance-related inquiry arising out of Producer's activities under this Agreement.
- D. Producer may not use AMS's name or logos; any AMS Product or plan's name or logo; or any proprietary information on any printed materials, or electronic advertising, or internet site without prior written approval of the AMS. Producer may not reproduce any of AMS internet content or programs on Producer's Internet site. Producer may not recreate or alter any material considered proprietary by AMS in electronic, printed, or any other form.
- E. Producer is required to protect the privacy and confidentiality of personal and financial information regarding AMS, applicable insurance companies, applicants, clients and Medicare beneficiaries, current and former plan members, employer groups, and providers. Producer will not disclose personal or financial information to anyone other than the parties as may be required in the performance of Producer's obligations hereunder. Producer agrees to comply with all federal, state and local laws, including the Health Insurance Portability and Accountability Act (HIPAA) and the Gramm-Leach-Bliley Act and their amendments, regarding the privacy and confidentiality of consumer health and financial information, including information pertaining to Medicare beneficiaries, current and former plan members, employer groups and providers.

PRODUCER AGREEMENT

Producer further agrees to comply with AMS's privacy and confidentiality requirements. The parties each agree they will not disclose or use the nonpublic personal information provided to them under this Agreement to any person or entity except as necessary to carry out the marketing of any of the AMS Products under this Agreement, or under an expressly recognized exception to the Gramm-Leach-Bliley Act's opt-out requirement, in the ordinary course of business to carry out such marketing, unless and until the individual about whom the nonpublic personal information is shared becomes a customer of AMS and Producer.

F. The Violent Crime Control and Law Enforcement Act (18 U.S.C. 1033 et. seq.) makes it a crime for individuals convicted of certain felonies to willfully engage in the business of insurance. By entering into this Agreement, Producer represents that Producer is not prevented from engaging in the business of insurance under that Act or any other applicable law. Producer agrees to accurately and fully complete the background information paperwork provided and required by AMS as applicable, and to advise AMS in writing within thirty (30) days of the event if Producer is convicted of a felony during the term of this Agreement. AMS recommends that any Producer having questions or concerns as to the applicability of and individual compliance with the aforementioned consult the appropriate regulatory entity.

G. Producer understands and agrees that AMS may choose to communicate with Producer through the use of telephone, mail, email or facsimile to the mailing address(es), telephone numbers, or email address(es) provided by Producer on Producer's Professional Profile attached hereto. Producer further understands that it is Producer's responsibility to notify AMS of any changes in Producer's contact information, and agrees to notify AMS immediately of any change in contact information, including changes to Producer's email address(es) and telephone number(s).

H. Producer agrees that, except as expressly authorized in exceptional circumstances by AMS, while this Agreement is in force and following its termination for any reason, Producer shall not directly or indirectly contact, solicit, communicate or meet with any of AMS's clients, plan members or beneficiaries for the purpose of modifying, rewriting, canceling, lapsing or replacing AMS Products written during the term of this Agreement. Producer's failure to comply with the provisions of this Section will result in termination of this Agreement for cause, and termination and forfeiture of any and all commissions or Vested Commissions (if any).

III. LIMITATIONS OF AUTHORITY

A. Producer shall have no authority to make, alter, modify or discharge any evidence of coverage, policy, rider, or contract; extend any provision thereof; waive any forfeiture; incur any debts or expenses for which the parties may be liable; receive any funds on behalf of

AMS except as may herein or elsewhere specifically authorized in writing by AMS; withhold or convert to Producer's own use or for the unauthorized benefit of others any monies, securities, policies or receipts belonging to AMS or accept payments of any kind for Medicare Advantage plans. Producer shall have no authority to withhold or fail to submit promptly to AMS any application for coverage written under the terms of this Agreement.

B. Producer shall have no authority to endorse or present for collection any check, draft or other instrument made payable to AMS or any insurance carrier whose products are sold pursuant to this Agreement.

C. Producer agrees to be bound by all state and federal regulations governing the marketing and sale of AMS Products, including, where applicable, regulations promulgated by the Centers for Medicare & Medicaid Services (CMS), and Producer shall have no authority on behalf of AMS to conduct unauthorized telemarketing, "cold calling", door-to-door solicitation or any other form of "direct" solicitation prohibited by CMS guidelines or otherwise in violation of state or federal rules and regulations in connection with Producer's activities hereunder.

IV. PAYMENT

A. In consideration for Producer's services as described herein, Producer shall be compensated by commission, as follows: AMS shall pay a commission on approved and accepted new enrollments, based upon the current commissions and fees then in effect for each AMS Product as set forth on the schedules provided (see Attached Schedules) No additional compensation, bonuses, remuneration or reimbursement will be due and payable to Producer for new enrollments. Subject to the policies of AMS during the term of, and subject to the provisions of this Agreement, Producer shall be entitled, as full compensation for all of Producer's services and expenses hereunder, to receive commissions and service fees on all business produced by Producer personally or by Sub-Agents in Producer's hierarchy. Commissions shall be paid as set forth in the Schedules provided and incorporated herein by reference, less commissions or service fees due to AMS by Producer or Producer's Sub-Agents by reason of any contract which any Sub-Agents hold with the parties. Any officer of AMS may amend the Schedules at any time. Internal transfers of business shall be payable in accordance with AMS's policies and, where required, in accordance with applicable CMS guidelines. All expenses incurred by Producer in the marketing or enrollment of AMS Products are the sole responsibility of Producer. AMS's liability is limited to the payment of commissions as set forth in the Schedules provided, as amended from time to time.

B. No commissions shall be payable on any application not accepted by AMS, or the carrier or otherwise not

PRODUCER AGREEMENT

accepted or approved by CMS, if applicable. In the event that Producer or Sub-Agents incur indebtedness to AMS or any assignee or affiliate of AMS, AMS may offset against, and deduct from, any compensation due Producer. Producer agrees such indebtedness shall be a first lien against all such compensation. Producer acknowledges and agrees that all payments to Producer and agents in Producer's hierarchy for the sale of AMS Products shall be deemed an advance of compensation to Producer. AMS or any assignee or affiliate of AMS may set off any advances or other amounts owed by Producer or its agents to AMS against the amount of any commissions owed by AMS to Producer.

- C. AMS will furnish Producer with a periodic statement of Producer's Account and will pay any amount due Producer hereunder. Upon receipt of such statement Producer shall immediately examine it, and if not satisfied as to its accuracy, Producer shall return such statement and the payment to AMS with full particulars of any discrepancy therein within sixty (60) days of the date of the statement; otherwise the statement shall be deemed accepted by Producer as true and correct. Any unpaid Producer Account balance due to AMS shall bear interest at the rate of one percent (1%) per month beginning on the first day of the calendar month following the month the balance is initially incurred. The Account on the books of AMS shall be competent evidence of such Account for all purposes.
- D. Unless otherwise specifically provided, all debts due AMS, including advances to Producer or Producer's Sub-Agents against commissions or other compensation, are payable upon demand and are not recoverable solely from commissions or other compensation. Should AMS for any reason disenroll any member from any policy effectuated hereunder, and should such disenrollment result in a chargeback, then Producer shall repay to AMS, on demand, any commissions received by Producer or Producer's Sub-Agents on that business. Producer's failure to repay these commissions is agreed to constitute authorization for AMS to offset such amounts against any commissions or service fees due Producer on any policy secured hereunder. AMS or its affiliates or assignees may at any time offset any debt or debts due from Producer to AMS, or due from Producer to AMS for which AMS is held liable, arising from Producer's transactions under this or any previous or subsequent contract between Producer and AMS or its predecessors, successors or assigns against any commissions, service fees, or other compensation due or to become due to Producer from AMS and any and all affiliates of AMS.
- E. Producer shall be jointly and severally liable, with each Sub-Agent in Producer's hierarchy, to AMS for the payment of all monies due from Producer or Producer's Sub-Agents, or debit balances on the account of Producer or Producer's Sub-Agents, or debit balances resulting from loans to Producer or Sub-Agents from AMS. AMS books and records shall be prima facie evidence of such debit balances or loans due.

Producer hereby assigns to AMS, with recourse, as collateral for all such monies due, debit balance or loans, all amounts due and to become due to Producer from each Sub-Agent or from AMS, and all notes of Sub-Agents in favor of Producer. Producer agrees to execute all other documents required of Producer by AMS in order to properly evidence and effectuate such assignments, and to guarantee the legal enforceability thereof.

V. TERM

This Agreement shall commence on the date hereof and continue in effect and be ongoing, unless terminated in accordance with Section VII hereof.

VI. RETURN OF PROPERTY

Upon the termination of this Agreement for any reason whatsoever, Producer agrees to end all further use and utilization of, and to immediately return to AMS, in good condition, all property of AMS, including, without limitation, any property or equipment furnished by AMS or created or prepared by Producer, either alone or jointly with others, pursuant to the provisions or requirements of this Agreement. Without limiting the generality of the foregoing, all correspondence, reports, records, charts, advertising materials and other similar data pertaining to the business, activities, research and development, intellectual property or future plans of AMS and/or that are collected by Producer, including any and all copies or reproductions thereof, as well as any computer equipment, passwords and access cards provided to Producer by AMS, shall be delivered promptly to AMS without request by it upon termination of this Agreement.

VII. TERMINATION

Regardless of anything to the contrary contained in this Agreement, (a) AMS may terminate this Agreement immediately with cause at any time, or without cause, on thirty (30) days written notice to producer, and in such event, Producer shall immediately stop performing all services (unless otherwise directed by AMS in writing); (b) Producer may terminate this Agreement at any time upon not less than thirty (30) business days' prior written notice to AMS; (c) AMS may terminate Producer's access to sell AMS Products or other products at a drug store location in the event Producer fails to place a minimum of forty-five (45) UPLIC Part D Plans during the 2012-2013 enrollment season. Upon the effective date of the termination of this Agreement, AMS shall have no further obligation or liability to Producer other than to make any payments of commissions due for business written and submitted while this Agreement is in force and in accordance with the provisions hereof, less applicable chargebacks, as long as Producer remains appointed with AMS and annually certified in accordance with AMS and CMS requirements, where applicable. In any instance in which commissions have not been paid to AMS for business written by Producer, AMS shall have no obligation to pay commissions to

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Producer. AMS shall pay commissions on fully completed applications that are submitted to AMS by Producer during the term of the Agreement, provided that the application is otherwise approved by AMS and, where applicable, that CMS has determined that the beneficiary is eligible for plan membership. The Schedules of commissions and fees shall comply with CMS regulations, including those relating to chargebacks. Commissions will be based on the date the AMS Product is placed, or in the case of a CMS-regulated product, the applicant's enrollment date. No commissions shall be payable on any application not accepted by AMS, the applicable carrier or CMS. However, in the event that AMS terminates this Agreement for cause, or as a result of a breach by Producer, Producer's noncompliance under Section VIII of this Agreement, or unpaid indebtedness by Producer, AMS shall have no obligation to pay further commissions or renewals. Producer understands and accepts that this Agreement may be terminated for cause if Producer fails to pay to AMS or AMS's assignee any and all amounts due for chargebacks, advance repayments, cancellations or rescissions within thirty (30) days of notification to Producer by AMS or its assignee that monies are due.

Upon termination of this Agreement for any reason whatsoever, Producer must notify AMS, in writing and within sixty (60) days after termination of this Agreement, of any claims or complaints Producer may have against AMS. Producer's failure to duly notify AMS shall constitute Producer's waiver of all rights Producer may have to any claims against AMS. Such notification must be sent via certified mail to AMS at the following address:

Agency Marketing Support, LLC
2650 McCormick Drive, Suite 300L Clearwater, FL 33759
Attn: General Counsel

If Producer fails to repay, for any reason whatsoever, any indebtedness to AMS after termination of this Agreement, Producer agrees to the entry of a judgment against Producer equal to the amount of the indebtedness.

VIII. COMPLIANCE WITH APPLICABLE LAWS

- A. Producer warrants that Producer's conduct in the performance of the services pursuant to this Agreement shall comply with all applicable federal, state and local laws and regulations, including but not limited to applicable licensure requirements, and as applicable, CMS Medicare Marketing Guidelines and certification requirements.
- B. Producer warrants that Producer's performance under this Agreement shall be conducted with due diligence and in accordance with the highest professional standards in the industry. Producer shall comply with all applicable policies and procedures of AMS, including those relating to privacy and security, in the course of performing services under this Agreement.

IX. PRODUCER REPRESENTATION

Producer is authorized by this Agreement to act on behalf of the parties solely to conduct approved and compliant marketing and sales activities relative to the AMS Products. Producer hereby assigns Producer's hierarchy to AMS for the purpose of administration of the terms of this Agreement, and Producer and AMS understand and agree that this Agreement shall serve as sufficient evidence of Producer's consent and assignment to the hierarchy of AMS.

X. REMEDIES IN THE EVENT OF BREACH

In the event of a breach by Producer of any of the covenants of this Agreement, AMS shall be entitled to:

- (1) Obtain an injunction enjoining any violation or threatened violation of the covenants herein for the benefit and protection of AMS;
- (2) Withhold from Producer and not pay to Producer any sum otherwise payable by AMS or its assignees to Producer, including without limitation, any such sum attributable to commissions or renewals.
- (3) Seek damages in a court of competent jurisdiction

XI. GENERAL

- A. Notices. All notices, requests and other communications hereunder must be in writing and will be deemed to have been duly given only if delivered personally against written receipt, or mailed by internationally recognized overnight courier prepaid, to the parties at the addresses.

If to AMS, to the following address:

Agency Marketing Support, LLC
2650 McCormick Drive, Suite 300L Clearwater, FL
33759 Attn: General Counsel

If to Producer:

As indicated on Producer Professional Profile form, attached.

All such notices, requests and other communications will (i) if delivered personally to the address as provided in this Section XI A, be deemed given upon delivery, (ii) if delivered by overnight courier to the address as provided in this Section XI A, be deemed given on the earlier of the first business day following the date sent by such overnight courier or upon receipt. Any party may, from time to time, change its address or other information for the purpose of notices to that party by giving written notice specifying such change to the other parties.

- B. Entire Agreement; Modification. This Agreement and attached exhibits constitutes the entire Agreement among the parties with respect to the services

PRODUCER AGREEMENT

contemplated herein. This Agreement supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. Whenever possible, AMS will provide written notification of amendments or modifications ten (10) days prior to effective date of amendment or modification, however, AMS reserves the right to amend or modify immediately and without notice as may be required or directed to maintain regulatory compliance. This Agreement cannot be changed by any oral promise or statement, and no written modification or change will bind the parties unless agreed to and executed in writing, by an authorized signatory of AMS, in the form of an amendment to this Agreement.

- C. Waiver. Any term or condition of this Agreement may be waived at any time by the party entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the party waiving such term or condition. No waiver by any party of any term or condition of this Agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of this Agreement on any future occasion. All remedies, either under this Agreement or by law or otherwise afforded, will be cumulative and not alternative.
- D. No Assignment; Binding Effect. Neither this Agreement nor any right, interest or obligation hereunder may be assigned (by operation of law or otherwise) by Producer without the prior written consent of AMS and any attempt to do so will be void. Subject to the preceding sentence, this Agreement is binding upon, inures to the benefit of and is enforceable by the parties hereto and their respective successors and assigns.
- E. Survival. Notwithstanding anything to the contrary contained in this Agreement, the provisions of Section II E, Section II H, Section II I and Section IV hereof shall survive the expiration or termination, for any reason, of this Agreement.
- F. Headings. The headings used in this Agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof.
- G. Severability. Any term or provision of this Agreement that is invalid, illegal or unenforceable in any situation in any jurisdiction shall not affect the validity, legality or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If such invalidity, illegality or unenforceability is caused by length of time or size of area, or both, the otherwise invalid provision shall be, without further action by the parties, automatically amended to such reduced period or area as would cure such invalidity, illegality or unenforceability; provided, however, that such amendment shall apply only with respect to the operation of such provision in the particular jurisdiction in which such determinations are made.

- H. Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Florida, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Florida.
- I. Jurisdiction; Venue. All actions and proceedings arising out of or relating to this Agreement and not subject to arbitration shall be heard and determined in any Florida state court in Pinellas County, Florida, or federal court sitting in the City of Tampa, Florida, and each party hereby irrevocably consents to the exclusive personal jurisdiction of those courts for such purpose. In addition, each party hereby irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Agreement or any judgment entered by any court in respect thereof brought in any state or federal court sitting in the county of Pinellas, Florida, and further irrevocably waives any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum.
- J. Waiver of Trial by Jury. IN ANY ACTION OR PROCEEDING ARISING HEREFROM AND NOT SUBJECT TO ARBITRATION, THE PARTIES HERETO CONSENT TO TRIAL WITHOUT A JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY ANY PARTY HERETO AGAINST THE OTHER OR THEIR SUCCESSORS IN RESPECT OF ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION OR PROCEEDING.
- K. Counterparts; Facsimile Execution. This Agreement may be executed and delivered (i) in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument, and/or (ii) by facsimile, in which case the instruments so executed and delivered shall be binding and effective for all purposes.
- L. Indemnification. Producer agrees to indemnify, defend, and hold AMS harmless from and against any and all claims, damages, costs, losses, and expenses, including, without limitation, reasonable attorney's fees and costs of settlement or defenses, for all acts or for those arising out of or relating to the actual or alleged negligent or actual or alleged willful misconduct of Producer and employees, agents or Sub-Agents of Producer with respect to their obligations under this Agreement.

PRODUCER AGREEMENT

- M. Accounting. AMS shall have the right to inspect and copy (at its own expense), and Producer shall make available at its primary offices for such purposes, all records reflecting business placed with AMS of Producer, or its Sub-Agents, including the hierarchy of agents and the policies written by such hierarchy, which arose, directly or indirectly, from the efforts of Producer. Such inspection shall be granted within thirty (30) days of written request by AMS for same and shall be conducted during normal business hours. The above shall not be requested by AMS more frequently than once per year.
- N. Attorney's Fees. In the event AMS is required to seek legal action to enforce or defend its rights pursuant to this Agreement, AMS shall be entitled to recover from the Producer its attorney's fees and costs incurred, including those incurred on appeal.
- O. Agent of Record. In the event Producer is no longer the Agent of Record ("AOR") for an insured party, AMS shall have the right to assign a new AOR to replace Producer.
- P. Producer acknowledges that this Agreement will not be effective with respect to the sale of the UPLIC Prescription Drug Plan until such plan is approved for sale by CMS. Producer will provide AMS any additional documentation necessary for Producer's appointment with UPLIC under applicable state law.
- Producer hereby acknowledges that Producer has been provided the opportunity to read and review this Agreement in its entirety and consult with independent counsel. Producer also acknowledges and understands that AMS may add to, remove from or amend any section of this Agreement or attachments. Producer will be held accountable for all new information, rules or regulations.**
- By Producer's signature below, Producer acknowledges that Producer has read this Agreement in its entirety, and that Producer fully understands all terms, conditions and responsibilities described herein, and agrees to the same without reservation.**

X _____ X _____
Producer's Printed Name Producer's Signature Date

IN WITNESS WHEREOF, AMS and the Producer have executed this Agreement as of the date first written above.

GUARANTEE BY OFFICERS OR PARTNERS

NOTE: COMPLETE THIS SECTION IN ADDITION TO THE SIGNATURE LINE ABOVE IF YOU ARE APPLYING AS AN ENTITY.

If Producer is a corporation or partnership, each of the undersigned, in consideration of the entity executing this Agreement, represents that the officers, directors, principal stockholders or partners of the entity, with the percentages of interest in the total ownership of the entity as set forth below, are true and correct representations, and does hereby personally and severally guarantee the performance of all terms, as well as the liability and responsibility for any default in such terms, conditions, covenants, and/or amendments.

X _____
Signature Print Name Title % Interest

X _____
Signature Print Name Title % Interest

X _____
Signature Print Name Title % Interest

Agency Marketing Support, LLC Internal Use Only

X _____ X _____
Printed Name Signature Title

EXCLUSIVE PHARMACY AGENT AGREEMENT

I _____ pledge to be on time, dress appropriately and work diligently with the pharmacy I have agreed to be assigned with. I will treat the pharmacy personnel and customers with respect. Our role is to guide, educate and collaborate with each pharmacy client I speak with. I will endeavor to answer the unasked question, provide advice and support in advance of need and constantly think of new ways to proactively support each pharmacy client within CMS rules and regulations.

I pledge to generate a minimum of 45 UPLIC Part D applications during the 2012 - 2013 enrollment season. Failure to follow these simple guidelines will eliminate me from this exclusive pharmacy program. I acknowledge another agent will be assigned to the pharmacy in my place.

Signature _____

Please Print Name _____

Date _____