

Agency Contracting Packet

Contracting Checklist

Please follow each step listed below to ensure accurate completion and efficient processing of your Producer Agreement. Thank You.

- Step 1:** Complete the Signature Page to Producer Agreement, as the Producer. We will return a countersigned copy of the signature page to you.
- Step 2:** Complete and sign the Application for Agency Appointment.
- Step 3:** Complete the Fair Credit Reporting Act Disclosure and Authorization.
- Step 4:** Complete the Authorization and Agreement for Electronic Direct Deposit form.
- Step 5:** Send the completed pages of this contracting packet to your local UHC Health Plan contact for approval for All Savers group products.

Producer Agreement

Introduction

Parties; Scope. This Producer Agreement (“Agreement”) between All Savers Insurance Company, on behalf of itself and its Affiliates (collectively, “All Savers”) and Producer sets forth the terms and conditions under which Producer may sell health coverage, as well as ancillary, non-medical coverage (for example, life, disability, vision, and dental coverage) sold in conjunction therewith or on a stand-alone basis.

Effective Date. This Agreement is effective as of the date it is signed by both parties, as noted on the signature page hereto (“Effective Date”), and replaces and supersedes any prior agreement between the parties regarding the solicitation and sale of Benefit Plans.

Section 1: Definitions

- 1.1 **Affiliate** means affiliates of All Savers Insurance Company for whom Producer will be authorized to sell Benefit Plans under this Agreement which Affiliates will be listed on any Commission Schedule issued hereunder.
- 1.2 **Benefit Plan** means a health coverage product (e.g., a health insurance or HMO policy) and/or ancillary product (e.g., a life insurance policy) that All Savers has authorized to be sold to an Enrolling Unit and which are listed on the Commission Schedule.
- 1.3 **Commission Schedule** means the terms and conditions for the payment to you of any commission, bonus or other compensation (as determined solely by All Savers) that may be made available by All Savers from time to time in connection with your Issued Benefit Plans under this Agreement.
- 1.4 **Enrolling Unit** means an entity or individual with which All Savers has a contract or has issued a certificate to provide individual or group coverage under a Benefit Plan.
- 1.5 **Governmental Entity** shall include, but be not limited to, villages, townships, cities, counties, public school districts, and similar tax supported entities.
- 1.6 **Issued Benefit Plans** means the Benefit Plans that are issued in response to applications you submit on which you are listed as the producer of record.
- 1.7 **Producer** means the person or entity that is the signatory to this Agreement, and is licensed and appointed by All Savers to solicit an Enrolling Unit to purchase a Benefit Plan.
- 1.8 **Producer of Record** means a legally eligible person or entity designated by an Enrolling Unit to serve as its insurance agent, broker or producer, and that All Savers may compensate under the terms of this Agreement.

Section 2: Rights and Responsibilities

- 2.1 **Solicitation of Enrolling Units.** All Savers authorizes Producer to sell Benefit Plans under the terms of this Agreement. Producer agrees to solicit prospective Enrolling Units to enroll in one or more Benefit Plans. In making these solicitations, Producer will comply with the following terms and conditions:
 - (a) **Proposals.** Any proposal or other marketing materials Producer gives to a prospective Enrolling Unit must accurately reflect the terms of coverage of the Benefit Plan(s), including but not limited to, benefits and premiums and must not be misleading.

- (b) **Terms may not be changed without All Savers' approval.** Producer may not alter any proposal or marketing material, except with All Savers' prior written approval.
- (c) **Application information.** Producer must accurately and completely record and submit to All Savers all information that All Savers requires in order to enroll Enrolling Units under a Benefit Plan.
- (d) **Marketing materials.** Producer may not produce, use or distribute any marketing and/or advertising that uses or includes All Savers name or that describes the Benefit Plans, via trade name or otherwise, with or without accompanying or included premium rates, without All Savers prior, express, written approval. Producer shall not make any representations regarding any Benefit Plans that are not expressly set forth in our applications, or in All Savers produced or All Savers approved marketing or advertising. All advertising or marketing produced by All Savers, or under its direction or cooperation, is, and at all times shall remain, All Savers intellectual property. This Agreement grants producer only a limited license to use such advertising or marketing. That license will automatically be revoked concurrently with termination of this Agreement. Producer acknowledges that All Savers will grant Producer internet access to a producer portal that will contain advertising and marketing, rate, and other information regarding All Savers and its affiliate carriers. Producer will not use any materials of any affiliated carrier provided on that portal unless Producer is also appointed to sell Benefit Plan for that affiliated carrier. You may not change the format or content of any All Savers advertising and marketing, nor may you incorporate another company's marketing or advertising material(s) into or with it. Producer is prohibited from using All Savers name, trade names, or logos in any way that might imply a relationship between Producer and All Savers other than the relationship of an independent contractor. Producer must promptly return all marketing and enrollment materials provided by All Savers to All Savers when this Agreement terminates, or sooner upon All Savers' request. Any marketing materials proposed for use by Producer, but not provided or previously approved by All Savers, are subject to prior approval by All Savers.
- (e) **Product Delivery.** Producer shall promptly deliver to its Enrolling Units all Benefit Plans All Savers issues to them, unless All Savers notifies Producer that All Savers has delivered them to the Enrolling Units directly. Without the specific written approval of All Savers, Producer is expressly forbidden to deliver any Benefit Plan(s) to an Enrolling Unit:
 - (1) Without securing the initial full premium or premium installment;
 - (2) When, to Producer's knowledge, the Enrolling Unit has received medical, treatment, consultation, or medication, or has contracted any illness or disease, or has suffered any injury or mental or physical impairment, since submitting their Benefit Plan application, or there has been any other change in the circumstances of the Enrolling Unit from the circumstances reflected in his, her or its Benefit Plan application; or
 - (3) When, to Producer's knowledge, a misrepresentation has been made on a Benefit Plan application.

2.2 Licensing. Producer must possess and maintain every license required by law to perform services under this Agreement, including in every state in which Producer conducts business under this Agreement. Producer must provide proof of licensure to All Savers upon All Savers' request. Producer must immediately notify All Savers of each of the following: (i) any expiration, termination, revocation, suspension, or any other action by a Department of Insurance or any other governmental agency affecting licenses required to perform services under this Agreement; and (ii) whenever you decide to change your license status in any state. In states that issue renewal licenses, Producer must furnish All Savers with a copy of Producer's renewal license.

2.3 Appointment. All Savers, in its sole discretion, will appoint Producer to solicit prospective Enrolling Units to purchase Benefit Plans from All Savers. Subject to applicable law, All Savers may terminate any of Producer's appointments at any time without terminating this Agreement in its entirety.

- 2.4 Training.** Producer must successfully complete any training All Savers requires within 6 months after being notified by All Savers that such training is required.
- 2.5 Acceptance for Enrollment.** Producer acknowledges that only All Savers, and not Producer or any other person, may accept or reject for enrollment a prospective Enrolling Unit. Producer further acknowledges that no Enrolling Unit is eligible to receive coverage under a Benefit Plan unless and until All Savers accepts and enrolls the Enrolling Unit and that only All Savers, and not Producer or any other person, has the right to determine the effective date of coverage.
- 2.6 Servicing of Enrolling Units.** Producer must assist Enrolling Units in enrolling, maintaining, and renewing coverage under any applicable Benefit Plan as reasonably required by All Savers and/or the Enrolling Unit.
- 2.7 No Combining of Businesses for Purposes of Maximizing Bonuses or Rewards.** Producer agrees that it will not create partnerships, arrange assignments, or use other devices as a means of combining business for the purpose of maximizing any bonus payment or other reward from All Savers. This provision does not entitle Producer to receive any bonus payment(s) or reward(s) from All Savers if Producer is not otherwise eligible to receive any such bonus payment(s) or reward(s).
- 2.8 Extent and Limitation of Producer's Authority.** Producer has no authority to act on All Savers' behalf except as expressly provided in this Agreement. Without limiting the forgoing, Producer must not represent by word or deed that Producer has authority to (i) bind coverage; (ii) accept an applicant for coverage under a Benefit Plan; (iii) misrepresent or omit material facts in an application; (iv) collect any premium, except for the first month's premium; (v) modify or waive any Benefit Plan or any Benefit Plan's term regarding enrollment, coverage, or benefits; (vi) distribute any advertisement, circular, or promotional literature that is inaccurate, misleading, or that All Savers has disapproved; (vii) sell any Benefit Plan or other product not expressly authorized by this Agreement; or (viii) do any other thing, on behalf of All Savers, not expressly permitted by this Agreement.
- 2.9 Books and Records; Audit.**
- (a) Adequate records required.** Producer must maintain adequate books and records in accordance with applicable law and standards within the health care insurance industry.
- (b) All Savers may audit Producer's records.** Producer agrees to permit All Savers, or an independent party on its behalf, to inspect and audit all information and records related to services Producer performs for All Savers under this Agreement. All Savers must give Producer reasonable notice and conduct the inspection and audit during regular business hours. You and your employees and other representatives shall cooperate and render whatever assistance is reasonably necessary to facilitate those inspections or audits.
- 2.10 Protection of Private Information.** Producer understands and acknowledges that, while performing services under this Agreement, Producer may receive from All Savers, or create or receive on behalf of All Savers, certain information that is defined as "Protected Health Information" ("PHI") under the privacy regulations issued under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or "nonpublic personal information" under the Gramm-Leach-Bliley Act and implementing regulations ("GLB"), or both.

To the extent Producer provides services or assistance to All Savers and requires access to PHI in order to perform such services or act on behalf of All Savers, Producer shall be considered a Business Associate of All Savers and Producer shall agree to the terms of subsections (a) through (i) of Section 2.10 of this Agreement regarding Producer's use and disclosure of this information. To the extent Producer is not acting on behalf of or at the direction of All Savers, Producer shall not be considered a Business Associate of All Savers.

Regardless of whether Producer is considered a Business Associate of All Savers, Producer agrees that it will use or disclose PHI it receives from, or is created or received on behalf of, All Savers and nonpublic personal information (“Personal Information”) received from or created or received on behalf of All Savers, only to the extent to which HIPAA, GLB or other federal or state privacy laws applicable to All Savers would permit All Savers to use or disclose the information.

Producer acknowledges that being considered a Business Associate of All Savers does not automatically entitle Producer to access certain PHI and Personal Information and that All Savers may deny broker access to PHI and Personal Information or condition such access on Producer meeting certain requirements, at All Savers’ discretion.

- (a)** With regard to its use or disclosure of PHI or Personal Information, Producer agrees, represents and warrants to All Savers that Producer will:
 - (1)** not use or further disclose any PHI or Personal Information, except as permitted by this Agreement or as Required By Law;
 - (2)** maintain and use appropriate safeguards at all times to prevent PHI or Personal Information from being used or disclosed, except as permitted by this Agreement or Required By Law; and
 - (3)** ensure that any subcontractor or Producer to whom Producer provides any PHI or Personal Information agrees, in writing, to abide by the same conditions and restrictions with regard to the PHI or Personal Information that apply to Agent, including, without limitation, all of the requirements of this Section 2.10, subsections (a) through (i).
- (b)** With regard to its use or disclosure of PHI, Producer hereby agrees, represents and warrants to All Savers that Producer will, in the time and manner designated by All Savers:
 - (1)** report promptly to All Savers if Producer becomes aware of any use or disclosure of any PHI that is not permitted by this Agreement;
 - (2)** mitigate, to the extent practicable, any harmful effect caused by Producer’s violation of the terms of this Agreement;
 - (3)** make available to All Savers (or to an Individual, if directed to do so by All Savers) PHI in a Designated Record Set, so that All Savers may respond to an Individual’s Request For Access to information about the Individual in accord with the HIPAA privacy regulation;
 - (4)** Amend or correct PHI in a Designated Record Set in accord with the HIPAA privacy regulation;
 - (5)** document disclosures of PHI and information related to disclosures by Producer that will permit for All Savers to respond to a request from an Individual for an Accounting of Disclosures of PHI in accord with the HIPAA privacy regulations;
 - (6)** make available to All Savers (or to an Individual, if directed to do so by All Savers) the information documented under subsection (b)(5) above, that would permit All Savers to respond to a request from an Individual for an Accounting of Disclosures, in accordance with the HIPAA privacy regulations; and
 - (7)** make its internal practices, books and records relating to the use and disclosure of PHI available to All Savers and the Secretary of Health and Human Services (“the Secretary”) for purposes of determining All Savers’ compliance with the HIPAA privacy regulations. Information provided under this subsection must be provided in the time and manner designated by the Secretary, as well as in the time and manner designated by All Savers.
- (c)** With regard to its use and/or disclosure of electronic protected health information (“EPHI”), as such term is defined by the Security Standards published on February 20, 2003 at 68 Fed. Reg. 8334 et seq. (45 C.F.R. Parts 160, 162 and 164) as hereafter amended (“HIPAA Security Rule”), Producer shall:
 - (1)** Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the EPHI that Producer creates, receives, maintains, or transmits on behalf of All Savers;

- (2) Ensure that any and all of our subcontractors or agents to whom Producer provides EPHI agrees, in writing, to implement reasonable and appropriate safeguards to protect such EPHI; and
- (3) Report to All Savers any Security Incident (as defined in 45 CFR Section 164.304) relating to EPHI of which Producer become aware, in accordance with its standard reporting procedures.
- (d) From and after the compliance date applicable to All Savers with respect to the Standards for Electronic Transactions and Code Sets promulgated at 45 CFR parts 160 and 162 (EDI Rules), Producer will take all steps necessary and appropriate to ensure that Producer complies with the applicable provisions of the EDI Rules.
- (e) Each term and condition of this Section 2.10 that is required by HIPAA or GLB is effective on the date the applicable HIPAA regulations and/or GLB apply to All Savers or this Agreement, respectively.
- (f) When this Agreement terminates, regardless of the reason, Producer must return to All Savers or destroy all PHI and Personal Information, and retain no copies in any form whatsoever. This provision applies to PHI and/or Personal Information that is in the possession of subcontractors, vendors or agents of Producer.
- (g) Unless otherwise specified in this Agreement, all capitalized terms in this Agreement not otherwise defined have the meaning established by HIPAA, as amended from time to time.
- (h) All Savers and Producer agree to take such action as is necessary to amend this Agreement from time to time as is necessary for All Savers to comply with the requirements of HIPAA, the HIPAA privacy regulations, HIPAA Security Rule, GLB and other federal and state privacy and consumer rights laws and regulations applicable to All Savers. Producer agrees to cooperate with and assist All Savers in order for All Savers to meet its obligations under applicable privacy laws and regulations.
- (i) This Section 2.10 survives termination of this Agreement.
- (j) The terms and conditions of this section required by HIPAA shall be construed in light of any applicable interpretation of or guidance on the HIPAA privacy regulation or Security Rule issued by the Secretary from time to time. Any ambiguity in this Section 2.10 shall be resolved in favor of a meaning that permits All Savers to comply with applicable laws and regulations.
- (k) ARRA
 - (1) **Definitions.** All capitalized terms used in this section not otherwise defined in this Agreement have the meanings established for purposes of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (collectively, “**HIPAA**”) and ARRA, as each is amended from time to time. “**Breach**” shall mean the acquisition, access, use or disclosure of PHI in a manner not permitted by the Privacy Rule that compromises the security or privacy of the PHI as defined, and subject to the exceptions set forth, in 45 C.F.R. 164.402. “**Compliance Date**” shall mean, in each case, the date by which compliance is required under ARRA and/or its implementing regulations, as applicable; provided that, in any case for which that date occurs prior to the Effective Date of this Agreement, the Compliance Date shall mean the Effective Date of this Agreement. “**Affiliate**”, for purposes of this section, shall mean any entity that is a subsidiary of UnitedHealth Group. “**Services**” shall mean, to the extent and only to the extent they involve the creation, use or disclosure of PHI, the services provided by Agent, acting as a Business Associate, to All Savers, in its role as a Covered Entity, under the Agreement, as amended by written agreement of the Parties from time to time. All references in this section to ARRA shall be deemed to include all associated implementing regulations, when and as each is effective.
 - (2) **Producer’s Obligations.** With regard to its use and/or disclosure of PHI, as of the respective Compliance Date of each referenced obligation, Producer agrees to:
 - (a) comply with the HIPAA Security Rule requirements in accordance with 42 U.S.C. § 17931; (b) without unreasonable delay, and in any event on or before 48 hours after its Discovery by Agent, notify All Savers of any incident that involves an unauthorized acquisition, access, use, or disclosure of PHI, even if Producer believes the incident will not rise to the level of a Breach, including in the notification, to the extent possible, and

supplement the notification on an ongoing basis with:

(i) the identification of all individuals whose Unsecured PHI was or is believed to have been involved, (ii) all other information reasonably requested by All Savers to enable All Savers to perform and document a risk assessment in accordance with 45 C.F.R. Part 164 subpart D with respect to the incident to determine whether a Breach of Unsecured PHI occurred, and (iii) all other information reasonably necessary to provide notice to individuals, HHS and/or the media, all in accordance with the data breach notification requirements set forth in 42 U.S.C. § 17932 and 45 C.F.R. Parts 160 & 164 subparts A, D, & E as of their respective Compliance Dates. Notwithstanding the foregoing, in All Savers' sole discretion and in accordance with its directions, Producer shall conduct, or pay the costs of conducting, an investigation of any incident required to be reported under this Section 2(b) and shall provide and/or pay the costs of providing, the required notices as set forth in this Section 2(b); (c) request, use and/or disclose only the minimum amount of PHI necessary to accomplish the permitted purpose of the request, use or disclosure; provided, that Producer shall comply with 42 U.S.C. § 17935(b); and (d) comply in all respects with all its other obligations in accordance with ARRA, including without limitation, 42 U.S.C. §§ 17934(b), 17935(c), (d) & (e), and 17936(a) & (b).

2.11 Insurance and Indemnification.

(a) Insurance. Producer must maintain general liability, professional liability, and errors and omissions insurance or bonds in amounts and in forms standard and adequate for Producer's business and agreeable to All Savers. Producer must provide All Savers proof of insurance upon All Savers' request. Producer must immediately notify All Savers in writing if Producer's insurance terminates, is cancelled, suspended, or changes in a material way, including but not limited to, a change in the amount of insurance. All Savers shall have the right, but not the obligation, to make any payments on Producer's behalf necessary to maintain such coverage in force, and to recover any and all such payments from you, either directly or by means of set off or recoupment against any amount we owe to you.

(b) Indemnification. All Savers and Producer will indemnify, hold harmless and defend the other from and against any and all claims, litigations, losses, liabilities, costs, and other expenses incurred as a result of a material breach of the terms of this Agreement. Producer will indemnify and hold harmless All Savers (including its directors, officers, attorneys, and employees) from any claims, liability, judgments, damages, or costs (including reasonable attorneys' fees) asserted or awarded against or incurred by All Savers as a result of any act, error, or omission of Agent.

2.12 Provision of Materials; Training. All Savers will furnish Producer with materials and training that, in All Savers' sole judgment, are necessary for Producer to perform Producer's duties under this Agreement.

2.13 Federal Crime Control Act. By signing this Agreement, Producer certifies that Producer has not been convicted of, or pled guilty or no contest, to any criminal felony involving dishonesty or breach of trust and has not been convicted of an offense under Section 1033 of the Violent Crime Control and Law Enforcement Act of 1994. Producer further agrees to notify All Savers, in writing, immediately upon receiving notice of any misdemeanor or felony charges or any actions, including but not limited to, convictions by any governmental authority for commission of any act involving fraud, dishonesty, breach of trust, theft, misappropriation of money, or breach of any fiduciary duty.

2.14 Compliance with Company Rules. Producer will abide by all applicable All Savers policy and procedures and written notices provided to Producer.

2.15 Cooperation. If an Enrolling Unit notifies the Producer of a complaint involving the Producer or All Savers, Producer will immediately notify All Savers. If an Enrolling Unit files a complaint or lawsuit against the Producer or All Savers, Producer will cooperate with All Savers by:

- (i) answering relevant questions, under oath or otherwise, including but not limited to, participating in live or telephone conversations with All Savers personnel or its designee; and
- (ii) furnishing copies of relevant documents that pertain to the matter or providing other assistance reasonably requested to resolve the matter. As used in this Section, “complaint” means a written communication (including electronic mail and fax) primarily expressing a grievance, appeal or objection.

Section 3: Compensation

3.1 Compensation Payable to Agent.

(a) All Savers will pay Producer commissions on Issued Benefit Plans for Producer’s services during the term of this Agreement in accordance with the terms and conditions set forth in the Commission Schedule in effect. If a commission rate for a particular Benefit Plan is not shown on the Commission Schedule, All Savers shall determine the commission rate for that Benefit Plan in its sole discretion. Notwithstanding anything to the contrary contained in this Agreement or the Commission Schedule, All Savers will not compensate Producer under the terms of this Agreement, except with respect to all Enrolling Units for which

(a) Producer is the Producer of Record, (b) Producer continues to service the Enrolling Unit, (c) All Savers determines, in its sole discretion, that it may legally compensate Agent, and (d) this Agreement has not been terminated pursuant to Sections 5.3, 5.5, 5.6, or 5.7 of this Agreement. In addition, All Savers will not pay, nor shall Producer accept, any compensation on any Enrolling Unit where the Producer receives compensation directly from the Enrolling Unit or is otherwise acting as a consultant for the Enrolling Unit, unless All Savers first receives a written consent, in a form acceptable to All Savers, from the Enrolling Unit authorizing All Savers to compensate the Producer on such Enrolling Unit; provided, however in no instance will All Savers pay, nor shall Producer accept, any compensation on any Enrolling Unit that is a Governmental Entity, where the Producer receives compensation directly from the Governmental Entity or is otherwise acting as a consultant of the Government Entity.

(b) If more than one person’s name appears as the licensed producer, broker or agent on any Issued Benefit Plan, All Savers will divide commissions into a maximum of two equal shares, and remit those shares to person All Savers, in its sole discretion, deems most appropriate. All Savers may process and pay commissions separately or jointly. All Savers may accumulate and hold earned commissions until a minimum amount is attained before remitting them to Producer. All Savers will honor an appropriate court order, notice of levy, or notice of garnishment.

3.2 Other Compensation. All Savers reserves the right, from time to time and in its sole discretion, to institute, and subsequently discontinue, bonus, incentive, or other compensation programs in addition to commission(s). Any such program will be administered according to separate rules established for purposes of that program only, and/or any applicable commission assignment documentation; in the event of any conflict between those rules and this Agreement, or the rules and applicable commission assignment documentation, those rules shall control. Any compensation paid or payable under such a program is separate and distinct from, and has no relationship to, commission(s).

3.3 Payment. All Savers may process and pay commissions separately or jointly by us or our Affiliates; provided, however, that All Savers will only compensate Producer with respect to any particular Enrolling Unit within 60 days after All Savers receives payment of that Enrolling Unit’s monthly contract charges or premiums.

3.4 Commission Assignment. In All Saver's sole discretion, All Savers may accept or refuse to accept any commission and other compensation assignment documentation. Producer may only assign commission on your Issued Benefit Plans; Producer may not further assign commissions assigned to it. All Savers may, in its sole discretion, calculate and pay assigned commission in accordance with and subject to the Commission Schedule of the Producer of Record. Other than as specified in commission assignment documentation we have accepted, All Savers has no duties, rights or obligations with regard to the relationship between Producer and its Assignee (s), or from whom Producer has received an assignment of its commissions (your "Assignors"). Producer must provide all Savers with a written notice of revocation to remove or change its Assignee. The revocation will only apply to Issued Benefit Plans written from the date we process the revocation and going forward, unless the previous Assignee release the commission on all other Issued Benefit Plans back to you. In the event Producer is an Assignee, Producer is solely responsible for distributing the assigned amounts to your Assignor(s). Producer agrees to indemnify and hold All Savers harmless from any losses, costs, liabilities, or damages that are incurred by us as a result of your failure to promptly or properly distribute the assigned amounts to your Assignor(s).

3.5 Modification of Compensation. Notwithstanding anything in Section 7.4 of this Agreement, All Savers may change your Commissions Schedule at any time without advance notice; and All Savers may do so with or without taking any similar action(s) with regard to any other producer. Whether such changes will apply to all, or your Issued Benefit Plans, or only to Issued Benefit Plans effective after we provide you or your Assignor (as defined in Section 3.4 above) notice of the change, or some other date, will be specified on the new Commission Schedule made available to you, or correspondence accompanying such new Commission Schedule.

All Savers has the right to exclude any case from eligibility for any and all bonus programs if it determines, at its sole discretion, that including the case in the bonus program would create an actual or perceived conflict of interest for a Producer and a customer. All Savers has the right to exclude any case from eligibility for any bonus program for any reason.

3.6 Commissions on Hold. All Savers may, at its discretion, place compensation of Producer on hold, if based on Producer's information on file with All Savers, Producer no longer complies with the terms of this Agreement. Producer agrees to forfeit any compensation placed on hold, if the cause of such hold has not been resolved within six (6) months of the hold's effective date, as indicated on a hold notification letter or commission statement.

3.7 Disclosure. All compensation payable to Producer under this Agreement is subject to disclosure or reporting by All Savers to any government or regulatory agency or to any third party, including any customer or prospective customer of All Savers. All Savers will determine, in its sole discretion, the party or parties to which it will disclose any such compensation, the frequency with which it will make any such disclosures, and the amount and type of compensation required to be disclosed. Producer agrees to disclose any compensation that Producer receives under this Agreement to any particular Enrolling Unit (or potential customer) upon request or as required by applicable law. In addition, Producer shall notify All Savers, as outlined in the Notice provision of this Agreement, if Producer receives any compensation directly from an actual or prospective Enrolling Unit that is a Governmental Entity. Such notice shall include the name of such Enrolling Unit, a description of the services provided to such Enrolling Unit, and the amount of compensation received.

3.8 Conclusive Accountings. Unless Producer files a written objection to any statement of commission(s) or other compensation within sixty (60) days from the date it is made available to Producer, that statement shall be deemed conclusively correct and Producer waives any right to contest the statement.

3.9 Reservation of Rights. All Savers reserves the right to:

- (A) Determine whether compensation will be paid and, if so, to whom it will be paid, on reinstated or converted Benefit Plans that in All Savers judgment are replacements of the existing Benefit Plans;
- (B) Determine the amount of compensation to be paid on Benefit Plans not covered in any applicable Commission Schedule;
- (C) Determine whom to pay if there is a dispute between Producer and another producer over compensation, but not between Producer and its Assignor(s) or between Producer and its Assignee(s). In either event, All Savers may withhold commission or interplead pending resolution of such dispute; and
- (D) Impose fees upon Producer that All Savers, in its sole discretion, consider reasonably necessary to cover the costs of providing administrative support to Producer.

3.10 Setoffs, Recoupments and Deficits. To the extent that you have received commission(s) or other compensation under this Agreement or other compensation programs, either directly or pursuant to an assignment, on account of any commission or other compensation on a Benefit Plan that is:

- (A) Not issued; or
- (B) Issued and subsequently, canceled, terminated, or rescinded; or
- (C) For which the premium(s) are waived, reduced or refunded (in whole or in part); or
- (D) Paid in error to Producer.

Producer shall return the appropriate portion of such commission(s) or other compensation to All Savers. The amount to be returned shall constitute a debt owed by Producer to All Savers that All Savers may recover either via set off, recoupment or any other means available at law or in equity. Producer shall repay All Savers any insufficiency (as well as any insufficiency existing after termination of this Agreement) within 30 days of demand. Upon Producer's failure to so repay in full within the time specified, any unpaid balance shall bear interest at the rate of one and one-half percent per month. In addition, Producer shall be responsible for any costs, including attorney's fees and other collection expenses, incurred by All Savers in connection with the recovery from Producer of any indebtedness.

3.11 Failure to Satisfy Obligations. If Producer fails to satisfy any monetary obligations under this Agreement, or otherwise fail to perform in accordance with the provisions set forth in this Agreement, then Producer forfeits all rights to the expirations of, the renewal of and the use and control of policyholder information and the right to solicit policyholders, certificate holders, and contract holders of ours that Producer originated, and such rights shall be vested exclusively with All Savers.

3.12 Taxes.

- (a) Producer is solely responsible for taxes. Producer acknowledges that Producer is not All Savers' employee and that Producer is solely responsible for reporting and paying any tax or other cost assessed on the basis of All Savers' payment of compensation to Producer under this Agreement.
- (b) All Savers will not withhold for taxes. Producer acknowledges and agrees that All Savers will not withhold any amount of compensation for Producer's taxes, including but not limited to, income tax, social security and Medicare tax, workers' compensation taxes or costs; unemployment compensation taxes or costs; or any other tax, cost, fee, or charge related to Producer's compensation for services under this Agreement.

Section 4: Producer of Record

- 4.1 Designation of Producer of Record.** All Savers will consider Producer to be Producer of Record for every Enrolling Unit sold by Producer under the terms of this Agreement unless and until an Enrolling Unit asks All Savers to change its Producer of Record to a different agent. If any Issued Benefit Plan is in the first year, lapses, and then subsequently is reinstated at any time during the first year, then the producer who writes the reinstatement will become the Producer of Record on that Issued Benefit Plan for the remainder of the first year.
- 4.2 Change in Producer of Record.** Notwithstanding the forgoing, All Savers may, in good faith, change an Enrolling Unit's Producer of Record at any time for any reason in accordance with applicable law and the following provisions are not intended to limit this right in any way.
- (a) Written request from Enrolling Unit.** In its sole discretion, All Savers will recognize a request to change an Producer of Record only if it is in writing and is from the Enrolling Unit, and not from Producer or any other person. If an Enrolling Unit asks All Savers to change its Producer of Record, All Savers will determine the effective date of the change in its sole discretion.
 - (b) Failure to Service Issued Business Plan.** If Producer, in All Savers sole determination, fails to adequately service any Issued Benefit Plan, All Savers may change the Producer of Record on that Issued Benefit Plan to another producer of All Saver's choice.
 - (c) Termination Events.** Upon occurrence of at least one of the termination events described in Sections 5.3 through 5.8 of this Agreement, All Savers will no longer recognize Producer as any Enrolling Unit's Producer of Record.

Section 5: Term and Termination

- 5.1 Term.** This Agreement is effective from the Effective Date until terminated in accordance with this Section 5.
- 5.2 Termination for any Reason.** All Savers or Producer may terminate this Agreement at any time, for any reason, by providing written notice of termination to the other party 30 or more days before the effective date of termination.
- 5.3 Termination for Loss of License.** If, at any time during the term of this Agreement, Producer does not have, or fails to maintain, a license required to perform services or receive compensation under this Agreement (including if Producer's license is revoked by a licensing or regulatory agency but not including a temporary suspension of Producer's license), it shall be considered a material breach of this Agreement by Producer and this Agreement shall be terminated effective as of the date that Producer first lost, or failed to maintain, the license without regard to when All Savers learns of the loss of, or failure to maintain, the license or when All Savers notifies Producer that this Agreement has been terminated. All Savers may recover any compensation paid to Producer after Producer loses or fails to maintain any such license.
- 5.4 Termination Upon Cessation of Producer's Business.** This Agreement shall terminate automatically upon Producer's death, dissolution, receivership, insolvency, or bankruptcy.
- 5.5 Termination for Producer's Breach.** If Producer (i) breaches a material term of this Agreement (including, but not limited to, Sections 2.1(d) (marketing materials), 2.2 (licenses), 2.8 (authority), 2.10 (privacy), 2.11 (insurance)), or (ii) fails to fully and accurately provide all requested information and respond to the questions on the Application for Producer Appointment, All Savers may terminate this Agreement immediately by notifying Producer in writing of the effective date of termination. The effective date of termination pursuant to this Section 5.5 may be the date of the breach, or any later date that All Savers specifies in the notice of termination.

- 5.6 Termination for Disciplinary Action.** If a licensing or regulatory agency subjects Producer to any disciplinary sanction (for example, a reprimand or temporary suspension of Producer's license), All Savers may terminate the Agreement by providing written notice to Producer effective upon receipt of the notice, or any later date that All Savers specifies in the notice. No compensation will be payable to Producer for services rendered during any period in which Producer's license is temporarily suspended. All Savers may recover any compensation paid to Producer during any period in which Producer's license is temporarily suspended.
- 5.7 Termination for Fraud.** If Producer engages in, or knowingly assists another to commit, fraudulent or dishonest activity in connection with the solicitation, enrollment or renewal of any Enrolling Unit, this Agreement shall terminate effective as of the date on which Producer engaged in or assisted with such activity without regard to when All Savers learns of the fraudulent or dishonest activity or when All Savers notifies Producer that this Agreement has been terminated. All Savers may recover any compensation paid to Producer after Producer engaged in, or knowingly assisted another to commit, the fraudulent or dishonest act without regard to when Producer actually earned such compensation.
- 5.8 Termination based on Acquisition or Merger.** All Savers may terminate this Agreement in the event that (i) Producer merges with, or is acquired by, a competitor of All Savers; or (ii) a competitor of All Savers acquires substantially all of the assets of Producer.
- (a) Competitor defined.** A competitor of All Savers for purposes of this provision includes any entity (including any such entity's affiliates) that, in the ordinary course of its business, is in direct or indirect competition with All Savers.
- (b) Notice.** Producer must provide at least 60 days prior notice to All Savers of the closing date of any transaction described in this Section. Upon request, and subject to any applicable confidentiality restrictions or obligations, Producer must provide All Savers any and all information about the transaction that Company reasonably requests.
- (c) Procedure.** Upon receipt of such notice from Producer, All Savers may terminate this Agreement, in whole or in part, immediately by providing written notice to Producer. If the Agreement is not terminated in its entirety, All Savers must specify in its termination notice the portions hereof that shall be terminated in accordance with this Section.
- 5.9 Effect of Termination.**
- (a) No solicitation permitted.** Producer may not solicit or sell Benefit Plans after this Agreement has been terminated.
- (b) Post-termination Obligations.** Producer shall remain bound by the surviving provisions of this Agreement, and shall be fully liable for indebtedness or other obligation to All Savers.
- (c) Compensation.** If this Agreement is terminated pursuant to Section 5.2 above, All Savers will continue to pay Producer compensation for Enrolling Units previously enrolled by Producer as long as the Enrolling Unit has an in-force Benefit Plan with All Savers, Producer is the Enrolling Unit's Producer of Record and continues to service the Enrolling Unit, and Producer is legally eligible to receive compensation in All Savers' sole discretion.
- (d) Material breach.** Upon termination of this Agreement pursuant to Section 5.3 (loss of license), 5.5 (material breach), 5.6 (disciplinary action), or 5.7 (fraudulent activity), (i) Producer will no longer be entitled to compensation under this Agreement and All Savers shall cease paying such compensation to Producer or any other person under the terms of this Agreement, and (ii) Producer forfeits its rights to use and control any policyholder or certificate holder information obtained by Producer under this Agreement and the right to solicit any All Saver policyholder or certificate holder for which Producer was the Producer of Record, and All Savers may reassign a new Producer of Record.
- 5.10 Termination of Appointment or Authority to Sell.** All Savers may terminate Producer's appointment(s) or authority to sell All Savers products at any time for any reason without terminating this Agreement in its entirety. All Savers may, in its sole discretion, continue to pay Producer compensation under the terms of this Agreement if Producer is legally eligible to receive compensation.

5.11 Survival. The following provisions shall survive termination of this Agreement: Sections 2.7; 2.9(b); 2.10; 2.11; 3 and 4 (in their entirety); 5.3, 5.6 and 5.7 (regarding recovery of compensation paid to Producer); 5.9; 6.1; and 7 (in its entirety).

Section 6: Dispute Resolution

6.1 Good Faith Negotiation Required. All Savers and Producer agree to work together in good faith to resolve any disputes arising under this Agreement. If after at least ninety (90) days following the date one party sent written notice of the dispute to the other party the dispute is not resolved, any party may pursue resolution of the dispute by other means.

Section 7: Miscellaneous and Administrative

7.1 Agreement is Confidential. Producer agrees not to disclose this Agreement, or any term of it, to any third party without the prior written consent of All Savers, except as required by law. This section does not prohibit Producer from disclosing the compensation that Producer receives from All Savers to actual or prospective Enrolling Units.

7.2 Relationship of the Parties. Producer is an independent contractor and is not All Savers' employee. This Agreement does not create any other relationship between the parties, including joint venture or agency.

7.3 Compliance with Law. The parties agree to comply with applicable laws and regulations while performing their obligations under this Agreement, regardless of whether such laws or regulations are specifically referred to in this Agreement. Producer acknowledges that All Savers and its affiliates may have government contracts under which All Savers must require its contractors to comply with certain laws that would not otherwise apply to it. Producer agrees to comply with these laws.

7.4 Amendment. This Agreement, including any Addendums attached hereto, may be amended only as provided in this Section 7.4.

(a) How All Savers may amend. All Savers may amend this Agreement by providing written notice of the amendment and its effective date to Producer.

(1) Form of notice. All Savers may notify Producer of proposed amendments by correspondence addressed directly to Producer, or by conspicuous notice in a publication (including but not limited to, a newsletter or web site) to which Producer has general access.

(2) Effective date.

(A) Non-regulatory amendment. A proposed amendment will become automatically effective without Producer's written agreement unless Producer notifies All Savers that Producer is terminating this Agreement before the effective date of the amendment.

(B) Regulatory amendment. If All Savers proposes an amendment to bring it or Producer into compliance with an applicable law or regulation (including an interpretation of law by a regulatory agency or court), the amendment is effective immediately upon notice to Producer, or upon any other date specified by All Savers in the notice.

(b) Other amendments. Any other amendment must be in writing, signed by both parties, and must specify the effective date of the amendment.

7.5 Assignment.

(a) All Savers may assign. All Savers may assign all or any of its rights and responsibilities under this Agreement to any entity controlling, controlled by, or under common control with All Savers.

(b) All Savers may use administrative service providers. Producer acknowledges and agrees that persons and entities under contract with All Savers may perform certain of All Savers' administrative services under this Agreement.

(c) Producer may assign only with All Savers' consent. Producer may not assign any of its rights, responsibilities or compensation payable under this Agreement to any person or entity without the written consent of All Savers.

7.6 Notices. Any notice from All Savers to Producer required by this Agreement shall be sufficient and effective upon (i) deposit with the United States Postal Service or with a recognized commercial package delivery services, postage or other fees prepaid, and addressed to Producer at its last known address shown in All Savers records, or (ii) sending via electronic mail or facsimile, if Producer provided All Savers with an electronic mail address or a facsimile number, or (iii) conspicuous publication in a newsletter, or posting on website. Revocation of Producer's permission to receive commercial messages from us at either such electronic mail address or facsimile number shall not operate as a revocation of your consent to receive notices pursuant to this Section 7.6 at such address or number. Any notice from Producer to All Savers required by this Agreement shall be sufficient and effective upon receipt at our principal office specified in the opening paragraph of this Agreement, but only if delivered via United States Postal Services, by certified mail, or through a recognized commercial package delivery service, postage or other fees prepaid.

7.7 Entire Agreement. This Agreement (including any compensation schedules or Addendums that are attached hereto or incorporated into this Agreement by reference) constitutes the entire agreement between All Savers and Producer and supersedes any prior agreement, oral or written, between the parties concerning the subject matter of this Agreement.

7.8 No Waiver. This Agreement may be amended or modified, and any of the terms or conditions hereof may be waived, only in the manner set forth above. Any waiver by any party of any condition, or of the breach of any provision or term contained in this Agreement, in any one or more instances, shall not be deemed to be nor construed as a further or continuing waiver of any such condition, or of the breach of any other provision or term of this Agreement.

7.9 Severability. If any provision of this Agreement is held invalid for any reason, the validity of the remainder of the Agreement will not be affected.

7.10 Headings. Bold-faced headings are intended as reference guides only and are not to be considered part of the Agreement.

7.11 Signatory Authority. All Savers and Producer each represent and warrant that the person signing this Agreement has the authority to do so and is acting within the scope of his or her authority.

The parties hereby agree on the terms and conditions of this Agreement. In addition, each party hereby certifies that it has not modified, changed or altered, in any way, any provision of this Agreement prior to the execution hereof.

(signature page follows)

- Sign and Return this Signature Page -

**Producer Agreement
Agency Signature Page**

I acknowledge and agree that:

- (a) I have received a copy of the Producer Agreement (ASICPA-1116) (the “Agreement”); and
- (b) I have read, understood, and agreed to each and every term of the Agreement; and
- (c) The Agreement will not be in effect until such time as All Savers has countersigned this Signature Page and attached the appropriate Commission Schedule; and
- (d) The Agreement may be executed in two or more counterparts, any of which need not contain the signature of more than one party, but all such counterparts when taken together will constitute one and the same agreement.

IMPORTANT: Producers and Agencies must sign separate signature pages. If you work for an agency and the agency is also seeking appointment with All Savers Insurance Company or its affiliates, a separate application must be completed and signed by the individual producer and an agency representative.

YOU/AGENCY: _____
Print or Type Agency Name

BY: _____
Print or Type Authorized Agency Representative and Title

X _____ **DATE:** _____
Signature

Application For Agency Appointment

Agency or Full Legal Name: _____

D/B/A Name (if any): _____

Tax ID Number: _____

National Producer Number: _____

Contact Person: _____

Business Mailing Address: PO Box: _____

Street: _____

City: _____ County: _____ State: _____ ZIP: _____

Business Supply Street Address: _____

City: _____ County: _____ State: _____ ZIP: _____

Business Phone: _____ FAX: _____

Email Address (Required): _____

Please answer all questions. In the case of any agency (as opposed to an individual) applicant, the term “you” as used herein includes the agency itself, any predecessor agency, any controlling shareholder or other controlling equity owner thereof, and any affiliate, officer, director, employee, agents, or other representative of the agency who would be acting on behalf of All Savers Insurance Company. **(If yes, include details of who, what, when, and dollar amounts on an additional form.)**

- | | Yes | No |
|--|--------------------------|--------------------------|
| 1. Has the agency ever had an insurance agency contract terminated or non-renewed by an insurance company for anything other than a lack of production? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Does the agency currently owe any debt or balance to any insurance, financial services institution, or any kind of agent or agency with which you are now or ever were affiliated? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Have the agency ever failed to pay, when due, amounts due to any insurer, financial institution, or any kind of producer or agency with which you were affiliated, or entered into any settlement or payment arrangement with respect to such? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Has any state or federal agency or self-regulating body ever denied, suspended, revoked, or taken any action against any insurance or other fiduciary license held or applied for by the agency, or has the agency ever voluntarily submitted to any sanction or surrendered any such license under threat of suspension or revocation of that license? | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Has the agency ever had a claim filed against its errors and omissions insurance coverage, or has any bonding company ever denied, paid out on, or revoked a bond for the agency? | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Has the agency ever been a named party in a lawsuit or in an administrative proceeding, including one initiated by a state department of insurance? | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Has the agency ever gone through bankruptcy, had salary or wages attached, or had any liens or judgments filed against it, or its property? | <input type="checkbox"/> | <input type="checkbox"/> |

Failure to fully and accurately respond to the foregoing questions may result in the termination of your Independent Producer Contract and/or the forfeiture of commissions otherwise payable to you by All Savers Insurance Company, in accordance with Section 1.1 of the Producer Agreement.

I hereby certify that all information in this entire form, including any documents attached thereto, is true and correct to the best of my knowledge and belief.

I understand that All Savers Insurance Company will rely on the information as one factor in considering this Application, and may, at its option, terminate or rescind our resulting business relationship if any of the information is not as I have given it.

I furthermore give All Savers Insurance Company, its employees, affiliates, agents and/or contractors permission to direct advertising or promotional phone calls, faxes, and electronic mail to the numbers and addresses I have listed above, as well as any other I may provide. This permission continues until specifically revoked by me in writing.

Signature: X _____ Date Signed: _____

Note: No business may be solicited until all state licensing and appointment and/or requirements have been met.

Disclosure

ALL SAVERS INSURANCE COMPANY AND/OR ANY AFFILIATED COMPANY (COLLECTIVELY, “THE COMPANY”) MAY OBTAIN CONSUMER REPORTS AND/OR INVESTIGATIVE CONSUMER REPORTS ABOUT YOU IN CONNECTION WITH YOUR CONTRACT REQUEST, AS WELL AS ANY SUBSEQUENT REQUESTS.

Authorization

I authorize The Company to conduct a public records search, and/or to obtain a consumer report, and/or an investigative consumer report about me from a consumer reporting agency. These reports may concern my credit history, worthiness, standing, and/or capacity. These reports may also concern my character, general reputation, personal characteristics, criminal, and civil history and/or mode of living. I understand that The Company will use this information in whole or in part as a factor in considering my initial contract or any subsequent changes in my relationship with The Company.

I understand that if The Company decides not to approve my contract/request and thereby to take adverse action against me because of information contained in any consumer report(s) authorized by my signature on this form, The Company will provide to me:

- A written pre-adverse action disclosure;
- An adverse action notice;
- A copy of any consumer report(s) received and used by The Company;
- A copy of “A Summary of Your Rights Under the Fair Credit Reporting Act”; and
- The name, address and telephone number of any consumer reporting agency that furnished a consumer report about me to them.

I understand that I am entitled to contest the accuracy or completeness of information contained in any consumer report. I understand that I am entitled to receive an additional free copy of any consumer report. I understand that the consumer reporting agency does not itself make any decision regarding my request with The Company, and the agency cannot explain The Company’s decision to me.

A photocopy or fax of this authorization shall be as effective as the original. This permission continues until specifically revoked in writing by the person who signs below.

Printed Name

Social Security Number

Signature

Date

Address

City

State

ZIP Code

