



Agent Contract

Step 1: Personal Information	
Upline Name <u>Eldercare Insurance Sevices</u>	
First Name _____	Last Name _____
Social Security Number _____	Taxpayer ID _____
Date of Birth _____	Preferred Name _____
Spouse Name _____	

Step 2: Contact Information		
Agency Name (if any) _____		
Mailing Address _____		
Address Line 2 _____		
City _____	State _____	Zip _____
<input type="checkbox"/> Same as above	Type: <input type="checkbox"/> Commercial	<input type="checkbox"/> Residential
Shipping address _____		
Address Line 2 _____		
City _____	State _____	Zip _____
<input type="checkbox"/> Same as above	Type: <input type="checkbox"/> Commercial	<input type="checkbox"/> Residential
Home address _____		
Address Line 2 _____		
City _____	State _____	Zip _____

Step 3: Additional Contact Information – At least one phone number and email address required.	
Business Phone _____	Home Phone _____
Mobile Phone _____	Fax Number _____
Email 1 _____	
Email 2 _____	

Step 4: Commissions EFT Enrollment		EFT is required to become appointed
Name as it appears on account _____		
Account number _____	Routing number _____	
Bank Name _____		
Account type: <input type="checkbox"/> Savings <input type="checkbox"/> Checking		

EFT Terms of Service

I, _____, hereby authorize IAC to initiate credit entries to my bank account. I understand that this authorization will allow IAC to debit the above account if funds are credited erroneously to this account. This authority is to remain in effect until revoked by me in writing and until IAC actually receives such notice of termination. All commission accounts within IAC will be included in the request unless specified otherwise.

To agree to the above EFT Terms of Service, sign (enter) your full name below and check the box.

_____ I agree to the EFT Terms of Service

Step 5: W-9 Form Information
Name as shown on your income tax return _____
Business name, if different from above _____
Check appropriate box: <input type="checkbox"/> Individual/Sole Proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership
____ Limited Liability Company - Enter tax classification (D=Disregarded Entity, C=Corporation, P=Partnership)
<input type="checkbox"/> Exempt Payee <input type="checkbox"/> Other _____
Address (Number, Street, and Apt. or Suite No.) _____
City, State and Zip Code _____
List Account Number(s) Here (Optional) _____

Part 1 – Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate blank. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). For other entities, it is your employer identification number (EIN).

Social Security Number _____ OR Employer Identification Number _____

Step 6: General Information

Select the states in which you are licensed and wish to be appointed: (Medicare Supplement only)

State	Res-Fee	Non-Res	State	Res-Fee	Non-Res	State	Res-Fee	Non-Res
AL	<input type="checkbox"/> \$30.00	<input type="checkbox"/> \$30.00	KY	<input type="checkbox"/> \$40.00	<input type="checkbox"/> \$50.00	OK	<input type="checkbox"/> \$30.00	<input type="checkbox"/> \$30.00
AK	<input type="checkbox"/> \$0.00	<input type="checkbox"/> \$0.00	LA	<input type="checkbox"/> \$20.00	<input type="checkbox"/> \$20.00	OR	<input type="checkbox"/> \$0.00	<input type="checkbox"/> \$0.00
AZ	<input type="checkbox"/> \$0.00	<input type="checkbox"/> \$0.00	MD	<input type="checkbox"/> \$0.00	<input type="checkbox"/> \$0.00	PA	<input type="checkbox"/> \$15.00	<input type="checkbox"/> \$15.00
AR	<input type="checkbox"/> \$0.00	<input type="checkbox"/> \$0.00	MN	<input type="checkbox"/> \$30.00	<input type="checkbox"/> \$30.00	SC	<input type="checkbox"/> \$0.00	<input type="checkbox"/> \$0.00
CA	<input type="checkbox"/> \$26.00	<input type="checkbox"/> \$26.00	MS	<input type="checkbox"/> \$25.00	<input type="checkbox"/> \$25.00	SD	<input type="checkbox"/> \$10.00	<input type="checkbox"/> \$20.00
CO	<input type="checkbox"/> \$0.00	<input type="checkbox"/> \$0.00	MO	<input type="checkbox"/> \$0.00	<input type="checkbox"/> \$0.00	TN	<input type="checkbox"/> \$15.00	<input type="checkbox"/> \$15.00
DE	<input type="checkbox"/> \$25.00	<input type="checkbox"/> \$25.00	MT	<input type="checkbox"/> \$0.00	<input type="checkbox"/> \$0.00	TX	<input type="checkbox"/> \$10.00	<input type="checkbox"/> \$10.00
GA	<input type="checkbox"/> \$10.00	<input type="checkbox"/> \$10.00	NE	<input type="checkbox"/> \$8.00	<input type="checkbox"/> \$8.00	UT	<input type="checkbox"/> \$0.00	<input type="checkbox"/> \$0.00
HI	<input type="checkbox"/> \$0.00	<input type="checkbox"/> \$0.00	NV	<input type="checkbox"/> \$15.00	<input type="checkbox"/> \$15.00	VA	<input type="checkbox"/> \$10.00	<input type="checkbox"/> \$10.00
ID	<input type="checkbox"/> \$0.00	<input type="checkbox"/> \$0.00	NJ	<input type="checkbox"/> \$25.00	<input type="checkbox"/> \$25.00	WA	<input type="checkbox"/> \$20.00	<input type="checkbox"/> \$20.00
IL	<input type="checkbox"/> \$0.00	<input type="checkbox"/> \$0.00	NM	<input type="checkbox"/> \$20.00	<input type="checkbox"/> \$20.00	WI	<input type="checkbox"/> \$16.00	<input type="checkbox"/> \$40.00
IN	<input type="checkbox"/> \$0.00	<input type="checkbox"/> \$0.00	NC	<input type="checkbox"/> \$10.00	<input type="checkbox"/> \$10.00	WV	<input type="checkbox"/> \$25.00	<input type="checkbox"/> \$25.00
IA	<input type="checkbox"/> \$0.00	<input type="checkbox"/> \$0.00	ND	<input type="checkbox"/> \$10.00	<input type="checkbox"/> \$10.00	WY	<input type="checkbox"/> \$15.00	<input type="checkbox"/> \$15.00
KS	<input type="checkbox"/> \$5.00	<input type="checkbox"/> \$5.00	OH	<input type="checkbox"/> \$15.00	<input type="checkbox"/> \$15.00			

License information:

State	Type	License #	Expiration Date

Attach separate sheet for additional states.

Step 7: Appointment Fees

State appointment fees from Step 6	Amount
Total \$ amount for State fees	
Application Fee	\$20.00
Total:	

The total amount of _____ will be electronically transferred from your checking account ending in (last four digits) _____ as a one-time payment for appointment fees.

Upon appointment, I, _____, hereby authorize IAC to debit the above account as a one-time payment of appointment fees in the amount of _____.

To authorize, sign your full name below and check the box.

_____ I agree

*Please note, fee transaction may take up to 45 days to be processed once application is received at home office.

Step 8: Questions

- | | | |
|--|-----|----|
| 1. Have you ever had your insurance suspended or revoked? | Yes | No |
| 2. Have you ever had disciplinary action taken against you by an insurance department? | Yes | No |

Please explain. Any documents supporting explanation should be faxed to 314-261-9494, Attn: Contracting

- | | | |
|---|-----|----|
| 3. Have you ever been refused E&O coverage? | Yes | No |
| 4. Has an E&O company paid a claim for you? | Yes | No |
| 5. Have you declared bankruptcy in the last seven years? | Yes | No |
| 6. Have you been convicted of any felony or misdemeanor which involved the sale of insurance or which arose out of your business practices? | Yes | No |
| 7. Are you a party in any litigation connected with the insurance business, or are there any unsatisfied judgments outstanding against you arising out of the insurance business? | Yes | No |
| 8. Do you have any unpaid debts with other insurers? | Yes | No |

Please Explain. Any documents supporting explanation should be faxed to 314-261-9494, Attn: Contracting

Step 9: Acknowledgement

I, _____, understand that as part of the Company's procedures for processing my application or evaluating me for contract and licensing purposes, an investigative report can be made where information can be obtained through personal interviews with third parties, such as family members, business associates, financial sources, friends, neighbors, or others with whom I'm acquainted. This inquiry includes information as to my character, business reputation and financial stability, whichever may be applicable. I have the right to make a written request within a reasonable period for a complete disclosure of information concerning the nature and scope of the investigation. My signature below operates to release from all liability and responsibility those parties supplying information to the Company and I authorize the Company to use this information where its legal and/or obligations are involved. Further, I acknowledge that I have no objection to the Company's investigating any of these facts and agree to indemnify and hold the Company harmless against any liability which may result in conducting such investigation.

The Company may also request a consumer credit report for contract and licensing purposes from a consumer credit reporting agency. If I wish the credit reporting agency to send me a free copy of both this consumer credit report and any investigative report sent to the Company, I have checked the following box:

I understand that this application will form a part of my contract with IAC and the information is accurate and true to the best of my knowledge. I further understand that if any material information given in this application is found to be incorrect or incomplete, it will be grounds for termination of my contract at the sole discretion of the Company. **New business applications may not be written until you have received notification that your contract has been approved and, if by law, your appointment is registered with the state insurance department.**

To acknowledge, sign your full name below and check the box.

 I agree

Step 10: Background Investigation Consent

I, _____, hereby authorize IAC and/or its agents to make an independent investigation of my background, references, character, past employment, education, credit history, criminal or police records, including those maintained by both public and private organizations and all public records for the purpose of confirming the information contained on my Application and/or obtaining other information which may be material to my qualifications for contracting now and, if applicable, during the tenure of my appointment with IAC.

I release IAC and/or its agents and any persons or entity, which provides information pursuant to this authorization form, any and all liabilities, claims or lawsuits in regard to the information obtained from any and all of the above referenced sources used.

As part of the background investigation referenced above, I understand that IAC utilizes the services of Debit-Check.com to investigate if a debit balance exists with any other insurance company with whom I have or have had a contract and/or appointment. I understand the information compiled by Debit-Check.com comes from companies that subscribe to their service, and those companies are solely responsible for the accuracy of the information provided. I further understand that data supplied to Debit-Check.com is added or deleted on an ongoing basis and is accurate only as of the specific date and time processed. In association with the background investigation referenced above, I hereby authorize IAC to proceed with a Debit-Check.com search.

The following is my true and complete legal name and all information contained herein is true and correct to the best of my knowledge.

To give consent, sign your full name below and check the box.

I consent

Step 11: Contract Agreement

Agent Agreement

This Agreement is made this _____ day of _____, 20____ between IAC Company of Edmond, Oklahoma, called "the Company", and _____
NAME

of _____ '_____' called, the "Agent", as an independent contractor.
CITY STATE

The word "policy" or "policies" in this Agreement means those insurance contracts that, at the Company's discretion, are authorized in writing for sale by or through the Agent.

In the event that the Agent violates any of these provisions, all commission compensation and other compensation that might otherwise be due and payable to the Agent will become non-payable at the option of the Company and upon written notice to the Agent, in addition to any other legal remedies available to the Company.

In the event the renewal commission compensation payable to Agent falls below a total of \$600 for any six (6) consecutive month period, it will be the option of the Company, in its sole discretion, to make renewal commission compensation non-payable to the Agent.



COMMISSION ADVANCE ADDENDUM

This Commission Advance Addendum (Advance Addendum) is made part of the General Agent Agreement.

General Agent has a General Agent Agreement with Individual Assurance Company (the Company) for transacting the business of insurance and the Company is willing to advance the payment of all or a portion of First Year commission compensation, as agreed upon, on selected policy forms; therefore, for good and valuable consideration, the parties agree as follows:

Subject to the conditions contained herein, the Company will advance all or a portion of First Year commission compensation, as agreed upon, to General Agent when General Agent has sold and the Company has issued any of the Company's policy form(s) except for Medicare Supplement policies issued to persons under the age of 64 ½ .

Any First Year commission compensation advance is subject to each of the following:

1. The maximum First Year commission compensation advance on any applicable life insurance policy is limited to no more than Two Thousand dollars (\$2,000.00). The maximum First Year commission compensation advance on any insurance policy other than life insurance is limited to no more than Two Thousand Five Hundred dollars (\$2,500.00).
2. No First Year commission compensation advance is payable on any applicable insurance policy sold by General Agent and issued to General Agent or to an immediate family member of General Agent; for purposes of this Advance Addendum, an immediate family member shall mean General Agent's spouse, father, mother, brother, sister, son, daughter, grandson, granddaughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, step-father, step-mother, step-brother, step sister, or any member of the General Agent's household.
3. First year commission compensation will only be advanced for applications submitted on the monthly Bank Draft mode of payment.
4. For Medicare Supplement applications, advance commission compensation is not payable on any Guarantee Issue application; except that, advance commission compensation shall be paid during the annual policy anniversary period or other annual enrollment period allowed by state law and considered an open enrollment period by the Company at the Company's sole discretion.

Advanced commission compensation is an indebtedness of General Agent until the advance balance is fully recovered by the Company. Advance balances are recovered, as commissions are earned on a policy-by-policy basis. The advance balance of a policy that is cancelled, lapses or is terminated before the advance is fully recovered will be charged back immediately. Repayment of advanced commission compensation shall be charged back with interest accrued at the rate of one and one-tenth percent (1.1 %), compounded monthly, on the outstanding balance.

If the Company cannot recover the advance balance from General Agent and such balance exceeds \$50 or more for three (3) consecutive months, the Company may offset the advance balance against any commission or override compensation owed to the upline of General Agent, if applicable. This right of offset against the upline General Agent, if applicable, shall survive termination of this Advance Addendum.

Either party may terminate this Advance Addendum upon ten (10) days written notice without terminating the General Agent Agreement. Upon termination of this Advance Addendum, the outstanding advance balance shall be immediately due and owing by General Agent.

All other terms and conditions of the General Agent Agreement shall remain in full force and effect.

I **Do Not** want to accept advancing at this time.

I **Do** want to accept advancing at this time.

Signed this _____ day of _____, 20_____.

(Agent signature)



I, _____ confirm and expressly approve, IAC, its affiliates and/or assigns, to electronically submit my paper producer agreement, appointment and/or contract. Said producer agreement, appointment and/or contract is legally binding and enforceable.

Agent/Agency Name _____

Signature _____

Date _____



Hierarchy Transmittal

Comp level

Agent Name: _____

Upline 1 Name: Eldercare Insurance Services, Inc _____

Upline 2 Name: _____

Upline 3 Name: _____

Upline 4 Name: _____

Upline 5 Name: _____

By signing this document the agent and the upline(s) acknowledge and approve the above hierarchy.

Agent Signature: _____

Upline 1 Signature: _____

Upline 2 Signature: _____

Upline 3 Signature: _____

Upline 4 Signature: _____

Upline 5 Signature: _____