

Harbor Insurance Marketing, Inc.

An Independent Marketing Company – Member: National Association of Insurance Marketers
Health – Life – Retirement – Employee Benefits

James E. Ashley – President
Post Office Box 422 – Brownsburg, In 46112
Toll Free (866) 424-2167 – Fax (317) 203-0720
JAshley@HarborIns.com – www.HarborIns.com

Welcome! Thank you for choosing Assurant Health and Harbor Insurance Marketing for your clients' individual major medical needs.

To get set up please complete the contracting paperwork.

Fax the contracting along with a copy of your license to: 317-203-0720

Or E-mail to:
HarborIns@yahoo.com

Or mail to:
Harbor Insurance Marketing, Inc.
P.O. Box 422
Brownsburg, In 46112

Street address for overnight delivery is:
4830 E. 350 N
Danville, In 46122

Questions about licensing?
Call Toll Free 1-866-424-2167
Or E-mail JAshley@HarborIns.com

Let us know if we can assist you in any way. We're here to help.

Sincerely,
Jim Ashley
President



AGENCY INFORMATION

1. MGA Name: Stephens-Matthews Marketing MGA Business No.

2. GA Name: James E. Ashley / Harbor Insurance Marketing GA Business No. 654AQ193001

INDIVIDUAL AGENT INFORMATION

4. Agent's Name (Full legal name): Nickname (Optional):

5. Social Security Number: 6. Date of Birth:

7. Resident Address: (Required)

STREET CITY / STATE / ZIP (9 DIGIT) PHONE

8. Business Address: (Optional)

STREET or P.O. BOX CITY / STATE / ZIP (9 DIGIT)

PHONE FAX

E-MAIL

9. License Requirements - We require a copy of your personal health and life license for your resident state and each non-resident state in which you intend to operate. Fees associated with these appointments will be charged to your General Agency's commission account where permitted. Please send copies of the appropriate licenses with this application.

10. Are you now or have you ever used any name other than shown above? Yes No If yes, list names, dates and reason used:

11. Have you ever been appointed with Time Insurance Company (previously known as Fortis Insurance Company?) Yes No If yes, list agent numbers:

12. Name of Errors and Omissions Carrier:

Provide details to any "YES" answers for questions 13 - 15 on an attached sheet.

13. Have you ever had a professional license refused, revoked or suspended; or, has disciplinary action been taken against you by a regulatory agency? Yes No

14. Are you currently indebted to any insurance company or agency, or is there any dispute regarding your insurance accounts? Yes No

15. Have you ever pled guilty or no contest or been convicted of any violation of law other than minor traffic violations? Yes No

Products are underwritten and issued by:

Time Insurance Company

501 W Michigan
Milwaukee, WI 53201



16. List your residence address for past five years up to and including present date:

FROM (MO/YR)	TO (MO/YR)	ADDRESS	CITY / STATE / ZIP	PHONE

17. List all employers for past five years up to and including present date. Include dates, addresses, and positions:

FROM (MO/YR)	TO (MO/YR)	ADDRESS	CITY / STATE / ZIP	PHONE

IMPORTANT INFORMATION

Fair Credit Act -- I hereby authorize and request any present or former employer, police department, financial institution, insurance company, department of insurance or other persons having personal knowledge about me, to furnish bearer with any and all information in their possession regarding me in connection with an application for appointment as an insurance agent. I am willing that a photocopy of this authorization be accepted with the same authority as the original, and I specifically waive any written notice from any present or former employer who may provide information based upon this authorized request. I understand this authorization is to be part of the written agent application which I signed and applies to all companies, including any affiliated or import companies with which Assurant Health has a relationship, and products I may sell through that application.

Taxpayer Identification -- Internal Revenue Code Section 6109 requires us to obtain your correct Federal Taxpayer Identification Number (TIN). This information is required so that payments can be accurately reported to you on Form 1099-MISC. Failure to provide us with correct information may subject your account to backup withholding. If this occurs, we must withhold and pay to the Internal Revenue Service 31% of certain payments made to your account.

Please Note:

This application cannot be processed unless all questions have been answered and appropriate license copies are attached. Fees associated with appointments will be charged to your commission account where permitted.

I represent that the answers given in this application are true and correct to the best of my knowledge and belief. I understand that any misrepresentations or misstatements may result in immediate cancellation of this appointment and the accompanying sales agreement. I grant full authorization to Time Insurance Company, Assurant Health and affiliated companies to communicate with me via fax, e-mail or any other electronic means at the numbers/address I have provided herein or at any number/address I subsequently provide to Time Insurance Company. I understand that such communications may qualify as advertisements under federal, state or local law and I consent to receive such advertisements. This authorization and permission shall remain effective until withdrawn by me in writing and received by Time Insurance Company.

AGENT'S SIGNATURE _____ DATE _____ MGA SIGNATURE _____

Company Use Only

Appointment Date	Agent Business No.
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Products are underwritten and issued by:

Time Insurance Company
 501 W Michigan
 Milwaukee, WI 53201



Time Insurance Company Producer Sales Agreement

This Producer Sales Agreement is between Time Insurance Company, by its current name or any new name or legal identity it may hold in the future, its subsidiaries and associated organizations (hereinafter referred to as the "Company" or "We" or "Us" or "Our") and

, "Producer" or "You" or "Your" or "Yours".

(Please print or type name)

The Producer agrees to comply with the following terms and conditions.

Producer

For Time Insurance Company

Signature

Signature

(Please print or type name)

Effective Date of Agreement
(To be completed by Home Office.)

Date

Producer #:

General Agent

GA Name (Please print)

GA Number

BENEFICIARY DESIGNATION:

Name

Present Address

if living, otherwise to:

Name

Present Address

DEFINITIONS

AGREEMENT. For the purposes of this Agreement, "Agreement" shall mean this Producer Sales Agreement, together with the Appointment Application, Commission and Product Schedules and any attachments, exhibits or schedules hereto.

ASSOCIATED ORGANIZATION. For the purposes of this Agreement, an "Associated Organization," shall mean a

corporate entity either wholly or partially owned by Time Insurance Company, John Alden Life Insurance Company, Union Security Insurance Company or its parent company Assurant Inc.

IMPORT COMPANY. For the purposes of this Agreement an "Import Company," shall mean a company with which Time Insurance Company or an Associated Organization has entered into a contractual arrangement so as to allow the distribution of products. All terms and conditions of this Agreement, including any addenda or commission schedules attached hereto and made a part hereof, shall be binding upon the Producer in selling Import Company products.

A. PRODUCER RIGHTS AND DUTIES

1. **INSURANCE SALES.** You shall not submit any business to Us or receive commissions on such business until you are licensed in the state and are appointed by the Company. You may not solicit business in a non-resident state unless you are properly licensed as a non-resident agent in that state and are properly appointed by the Company. You are responsible for Servicing the Business You write. "Servicing the Business" includes, but is not limited to the following:
 - A. You shall read and become familiar with the provisions of all insurance policies and attend training sessions, as deemed necessary by Your General Agent or Us.
 - B. You shall ask all questions and correctly record all answers on all applications for insurance You personally complete and immediately send such applications to the Company or an Associated Organization or Import Company. You shall be present during the taking of an application for insurance on which your signature appears.
 - C. You shall make available to the Company or an Associated Organization or Import Company, all information which comes into Your possession at anytime concerning the underwriting of a risk.
 - D. You shall promptly deliver to the Policyholder all policies that come into your possession.
 - E. After the point of sale, You shall continue to promptly and appropriately respond to policyholder service needs, which may include, but not be limited to, answering product related questions, facilitating policy changes or upgrades, assisting with beneficiary designations, etc.

The General Agent, through whom you are submitting business to Us, is the agent of record under this contract and You acknowledge that the General Agent has the sole property rights in the referenced business, the expirations on the same and the rights of renewal therein. You have only such rights to commissions as are expressly granted under this Agreement. Your General Agent acknowledges that You may be entitled to compensation after termination under this Agreement which will be paid directly by Us.

2. **ACCOUNTING.** You will forward promptly to Us the total amount of first premium received by You, on behalf of the Company, and each application in accordance with Our instructions. All checks for first premium must be made payable to the Company. For amounts in excess of the limits set forth in a Conditional Receipt, you are not authorized to collect the initial premium or give the applicant a Conditional Receipt. We shall be responsible for providing the policyholder with proper premium notices and shall account directly with the policyholder for all renewal premiums paid. You shall not collect any premiums other than the first or initial premium. You shall keep segregated from all other funds of yours, monies due Us and shall be responsible for promptly remitting to Us all monies collected. In no case are you authorized to make other use of these funds.
3. **RIGHT TO CONTRACT** You shall not, either in Your own name or in the name of the Company, enter into, alter, or discharge any contractual arrangement in connection with an insurance product, nor waive any of the provisions of any such contractual arrangement, nor incur any debt or liability against the Company, nor institute any legal

proceedings in the name of the Company.

4. **RECORDS.** You shall maintain complete and confidential Records of all business obtained on Our behalf. Such Records shall not be distributed to other insurance carriers or their agents, and shall only be used in the course of transacting the business of insurance for Us. "Records" shall include but not be limited to: all documentation relating to financial arrangements, compensation, point-of-sale, marketing materials, insured information and any information relating to the transaction of Your business with Us. You shall maintain all Records for seven (7) years. Additionally, upon providing written notice to You, We may audit these materials or may designate an independent consultant to review such Records. All Records used by You in the transaction of business under this Agreement shall be delivered to Us upon demand.
5. **COMPLIANCE.** You shall comply with all state and federal statutes and regulations pertaining to the business of insurance and the sale thereof. You shall only perform the services agreed upon under this Agreement in states where You are lawfully licensed and appointed to do so, and where the Company is legally authorized to transact business. Further, You shall provide all necessary documentation, testimony, or other information as required by Us, relative to pending litigation or requirements of regulatory authorities. Such information shall be provided in a timely manner to meet statutory or court-ordered time frames.

You shall also comply with all policies and procedures established by Us pertaining to the business of insurance and the solicitation of Company products.

6. **CONDUCT AND INDEMNIFICATION.** You agree not to engage in any practice harmful to the best interests of the Company. You further agree that any such practice can serve as the basis for the immediate termination of this agreement.

Services provided by You pursuant to this Agreement may be subject to state and federal privacy laws and regulations, including but not limited to the Gramm-Leach-Bliley Act and any state statutes or regulations enacted or promulgated as a result thereof (the "GLB Act"). The GLB Act prohibits a non-affiliated third party that performs services on behalf of an insurer from disclosing or using non-public personal information ("NPI") other than to carry out the purposes for which NPI was disclosed. You are hereby prohibited from disclosing NPI directly or indirectly or using NPI except as necessary to carry out Your obligations pursuant to this Agreement. You represent and warrant that You shall comply with the state and federal laws in connection with Your performance of services hereunder, including, but not limited to, the GLB Act and its prohibitions against the use and disclosure of NPI. In addition, if You are notified that a customer opts out, You are prohibited by the GLB Act from using or disclosing NPI received from Company to market other goods and services to that customer.

For purposes of this section, capitalized terms not otherwise defined shall have those meanings ascribed by the Health Insurance Portability and Accountability Act and its implementing regulations, each as amended from time to time ("HIPAA"). In Your capacity as a Business Associate to the Company, You agree:

- A. not to use or to disclose Protected Health Information ("PHI") other than as permitted or required by this Agreement or as required by law.
- B. to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement.
- C. to mitigate, to the extent practicable, any harmful effect that is known to You of a use or disclosure of PHI by You in violation of the requirements of this Agreement.
- D. to report to the Company any use or disclosure of the PHI by You or Your agents, including subcontractors, that is not provided for by this Agreement and of which You become aware.
- E. to ensure that any agent, including a subcontractor, to whom You provide PHI received from, or created or received by You on behalf of the Company, agrees in writing to the same restrictions and conditions that apply to You under this Agreement with respect to such information.

- F. to provide access, at the request of the Company, and in the time and manner it specifies in writing with reasonable advance notice, to PHI in a Designated Record Set, to the Company or, as directed by the Company, to a Policyholder or dependent.
- G. to make any amendment(s) to PHI in a Designated Record Set that the Company directs in response to a request of a Policyholder or dependent, and in the time and manner as the Company may specify in writing with reasonable advance notice.
- H. to make available to the Company, or to the Secretary of the Department of Health and Human Services (the "Secretary"), Your internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by You on behalf of the Company (the "Materials"). The Materials shall be provided by You in the time and manner specified by the Company in writing with reasonable advance notice to You or designated by the Secretary.
- I. to document disclosures of PHI and information related to such disclosures as would be required for the Company to respond to a request by a Policyholder or dependent for an accounting of disclosures of PHI in accordance with HIPAA.
- J. to provide to Company or an individual designated by the Company, in the time and manner as the Company may specify in writing with reasonable advance notice, information collected in accordance with Section I. above, to permit the Company to respond to a request by a Policyholder or dependent for an accounting of disclosures of PHI in accordance with HIPAA.
- K. to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic PHI that You create, receive, maintain, or transmit on behalf of the Company as required under HIPAA.
- L. to report to the Company any breach of Your security of which You become aware.
- M. at termination of this Agreement, to return or destroy all PHI received from the Company, or created or received by You on behalf of the Company or to extend the protections of this Agreement to the information and to limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as You maintain such PHI.

You hereby agree to indemnify and hold Us harmless for any and all claims, expenses, costs, and damages which may be asserted by any third party or parties against Us arising from Your action or inaction. You further acknowledge that this obligation shall survive the term of this agreement.

You agree that during the term of this Agreement and for one year after the termination of this Agreement, to refrain from soliciting any account of Your General Agent with Us, whether for yourself or for others, directly or indirectly, and whether or not for compensation.

7. **ADVERTISING.** You shall not publish, print, or disseminate any Advertising material pertaining to Us or Our products without obtaining prior written approval from Us. "Advertising" shall include but is not limited to: printed and published material, descriptive literature, sales aids, circulars, leaflets, booklets, depictions, illustration, business cards, stationary, envelopes, and form letters transmitted via newspapers, magazines, radio, television, telephone, billboards or the Internet describing the Company or its products. You shall not alter or change any Company-produced Advertising. You further shall comply with all Company Advertising policies and guidelines.

You shall not use any title other than that of "Producer" or "Agent" in Advertising materials or in any other form or fashion, without the written permission of an Officer of the Company.

8. **ERRORS AND OMISSIONS COVERAGE.** You shall maintain adequate Errors & Omission coverage at all times during the term of this Agreement. We reserve the right to request written evidence of this coverage at any time.
9. **FEES AND SUPPLIES.** You shall pay all expenses You incur in the performance of this Agreement, including but not limited to all license fees and taxes, and We will not be liable for any such expenses.

10. **PRODUCTION REQUIREMENTS.** You agree to produce new sales on a regular basis for Us in accordance with the production standards established by the attached Producer Commission and Product Schedules, which may be amended by Us at Our sole discretion. We shall have the sole right to determine the volume, measure and time period of production needed to maintain this Agreement or authorization to sell a specific product.

B. COMPANY RIGHTS AND DUTIES

1. **PRODUCT AUTHORIZATION.** You are hereby authorized to sell the products designated by Us in the attached Product Schedule. We shall compensate You for selling these products in accordance with the terms and conditions described in section C below and in accordance with the Producer Commission and Product Schedules as attached.

2. **PRODUCTS AND MARKETING MATERIALS.** We agree to make available to You through your General Agent informational, product-oriented, rating or advertising materials necessary to sell the insurance products for which You are authorized.

3. **WITHDRAWAL PROVISION.** We may withdraw or discontinue any form or forms of policies and also reserve the right to comply with any legislative enactment or departmental ruling or to withdraw from any part or parts of the territory in which You operate. It is further agreed that the provisions of this Agreement may be modified or changed, if they conflict with any federal or state law or ruling of any State Insurance Department. In addition, We retain the sole discretion to modify or change any provision of this agreement to conform to Our business needs and objectives.

4. **RIGHT OF TERMINATION.** We shall have the right to Terminate this Agreement as set forth under Section E, Subsection 5.

C. GENERAL AGENT RIGHTS AND DUTIES

1. **RECRUITING AND APPOINTING WRITING AGENTS.** General Agents are authorized to recruit and nominate Writing Agents in the states and for the products designated by Us. We reserve the right to approve, assign, reassign and terminate any Producer.

Your General Agent is free to contract individually with You relative to the terms and conditions of Your employment with them. However, We assume no responsibility for the enforcement, fulfillment or administration of the terms or obligations created by such an agreement. Further, wherein any provision of an agreement between You and Your General Agent conflicts with Our General Agent or Producer Sales Agreements, Our agreements shall always supersede and prevail.

2. **PAYMENT OF PRODUCER COMPENSATION.** Your General Agent has authorized Us to pay You directly. The General Agent may revoke the pay direct authorization by requesting Us to terminate without cause this Agreement.

Your General Agent acknowledges that You may be entitled to compensation after termination under this Agreement which will be paid directly by Us. If Your earnings after termination fall below \$650 in any consecutive 12 month period, any future renewal earnings will be paid to the General Agent.

3. **AGENT OF RECORD.** Your General Agent remains the agent of record and retains all property rights in the business written by You during the time period You are licensed under the General Agent. You have only such rights to commissions as are expressly granted under this Agreement. Your General Agent will remain responsible for the servicing of the business written.

D. COMPENSATION

1. **PAYMENT OF COMPENSATION.** Your General Agent shall determine the commission rate payable to You on the business written by You while licensed as a Producer under that General Agent. We will pay You in accordance with the attached Producer Commission and Product Schedules as full compensation for services and expenses. Such

compensation is deemed to be Your "Base Commission." The Company reserves the right to revise the Commission and Product Schedules as We deem appropriate. A change in the Commission and Product Schedule applies to new insurance applications received by Us after the effective date of the revisions.

While this Agreement is in force, You will be paid based on the amount of premium received by Us on policies issued from applications for insurance submitted by You for products You are authorized to sell on the attached Product Schedule. Commissions will be payable only on insurance maintained in force.

2. **INDEBTEDNESS.** Compensation payable under this Agreement or any other agreement with Us, or an Associated Organization or Import company, shall be offset to repay any indebtedness or claims now due, or which may become due at any time, from You or Your General Agent, to Us, or an Associated Organization or Import Company. The Company, or an Associated Organization or Import company, shall have a first lien on all compensation as security for payment of any and all such debts or claims, whether arising hereunder or otherwise, and the Company, or an Associated Organization or Import Company, shall have the right, without any requirement that We first obtain Your consent or give You notice, to deduct any monies so due from such compensation. This lien shall not be extinguished by termination of this Agreement and shall be binding on You and Your executors, administrators, or assigns. Upon termination of this Agreement, all monies and indebtedness due the Company, or an Associated Organization or Import company, shall be payable immediately upon demand, together with the legal rate of interest and any administrative costs of collection including attorney's fees and expenses.
3. **ACCOUNTING BY THE COMPANY.** We shall furnish You with a statement of Your account on at least a monthly basis. Upon receipt of such statement, You shall examine it, and if not satisfied as to its correctness must notify Us in writing of any discrepancy within one hundred eighty (180) days from the date the statement of account is mailed or You shall be deemed to have admitted its accuracy and correctness.
4. **BENEFICIARY.** Any compensation due You under this Agreement at Your death, or due thereafter to a beneficiary, is hereby directed to be paid to the designated beneficiary as revocable payees. If no person is named as payee in this Agreement, such compensation will be paid to Your legal representative. Any such payment shall be a full discharge of all liability with respect to said compensation.

E. GENERAL PROVISIONS

1. **TRANSFER OF BUSINESS.** No transfer or assignment of any business or the compensation due or to become due to You by virtue of this Agreement shall be valid unless requested by your General Agent and authorized in advance in writing by an Officer of the Company. Any such transfer or assignment shall be subject to and subordinate to any and all indebtedness of Yours or your General Agent to the Company or an Associated Organization or Import company. We also reserve the right to transfer any business, and the compensation payable on that business, to honor a policyholder's written request or in cases where deemed necessary by Us.
2. **AMENDMENT.** No modification of this Agreement will bind Us unless it is made in writing and executed by an Officer of the Company. This Agreement shall constitute the entire agreement between the parties and cannot be modified by any prior or subsequent verbal promise or verbal statement by whomsoever made.

We shall have the sole right to amend this Agreement and any attachments, exhibits or schedules. All amendments to this Agreement except amendments to Commission or Product Schedules shall be in writing and shall become effective thirty (30) days after the mailing of written notice of the amendment to Your last known address. Amendments to Commission and Product Schedules shall become effective immediately upon execution by Us.

3. **WAIVER.** No failure, neglect, or forbearance on the part of Us to require strict performance of any provision of this Agreement shall be construed to be a waiver of any of Our rights or privileges hereunder.

4. **NOTICE OF ADDRESS CHANGE.** You are responsible for providing Us with a current business and mailing address as they change. Business address shall include Street or Rural Route number and Post Office Box number if applicable. Post Office Box numbers alone are not acceptable.
5. **TERMINATION.** This Agreement may be terminated in accordance with the provisions identified below.
- A. **TERMINATION FOR CAUSE.** We may effect an immediate termination of this Agreement without notice to You and revoke all the rights and privileges granted hereunder, if one of the following conditions occur:
1. You fail to uphold any of the provisions (except section A, subsection 10 - Production Requirements) contained in Section A of this Agreement entitled, "Producer's Rights and Duties." You breach any provision of this Agreement deemed by Us to be material. A determination of a failure to fulfill any obligation under this Agreement shall be at the sole discretion of the Company.
 2. Your insurance license is revoked in any state by a regulatory authority or a court of law or becomes legally incapacitated for any other reason.
 3. You commit any felony, defraud or attempt to defraud the Company or a consumer, or commit any other act involving dishonesty or misrepresentation.
 4. You seek to induce anyone to discontinue payment of premium, to relinquish any policy with the Company, or aid any other to do so, for any reason.

Upon termination for cause by the Company, you shall have no further rights under this Agreement, including any compensation otherwise payable under the terms of this Agreement.

- B. **TERMINATION DUE TO THE INABILITY TO PERFORM THE FUNCTIONS OF A PRODUCER.** We may terminate this Agreement immediately upon Your death or incapacitation. "Incapacitation" shall be defined as the inability to fulfill the terms and obligations of this Agreement and shall be determined at the sole discretion of the Company.

If commission rights were provided under the Termination Rights section, and if termination is due to death, We will pay to the designated beneficiary compensation which otherwise would have been payable as long as such payments do not fall below \$650 in any consecutive 12 month period. In any event, such payments shall cease upon the tenth anniversary of the Producer's death, or upon the death of the beneficiary prior to the tenth anniversary of the termination, whichever occurs first. You must provide Us with a current address for any designated beneficiary.

If You die prior to a ten year period from the start of payments after termination, any compensation payments granted to You under the Termination Rights section shall continue to the beneficiary designated in this Agreement or designated by subsequent written notice for the remainder of the ten year period or until payments fall below \$650 in any consecutive 12 month period, or until the death of the beneficiary, whichever occurs first.

- C. **TERMINATION WITHOUT CAUSE.** This Agreement may be terminated by either party upon mailing of a 30 day written notice of its intent to terminate this Agreement without cause to the other party at such party's last known address.

If this Agreement is terminated without cause and cause is later proved to exist, then your remaining rights shall end from the date of the action giving rise to termination for cause, even if this action occurs subsequent to the original termination date.

- D. **EFFECTS OF TERMINATION.** The termination of this Agreement will not affect any claim or right which the Company may have against You. We retain the ability to pursue the recovery of any and all damages caused by Your replacement of Our policy with that of another company in violation of the terms of this Agreement.
- E. **TERMINATION RIGHTS.** If termination is effected by Termination Without Cause or incapacitation as defined in Termination Due To The Inability to Perform the Function of a Producer, then We shall continue to pay compensation earned as long as You live until payments fall below \$650 in any consecutive 12 month period.

If this Agreement is with a partnership or corporation and the partnership or corporation ceases to conduct business, compensation payable under the terms of the Agreement shall be paid to the partnership through its winding up period and thereafter as directed by closing documents, or to the corporation until the corporation goes out of existence, subject to all other provisions of this Agreement.

6. **EFFECTIVE DATE.** This Agreement will be effective as of a date determined by Us. Acceptance and execution of this Agreement by Us and Producer shall be by signature. This Contract may be re-negotiated should the contract between Your General Agent and Us terminate; however, any rights, responsibilities and obligations shall continue as outlined in this Contract.
7. **CHOICE OF LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin without regard to the conflict of laws provisions thereof, and the state and federal courts located in that state shall have exclusive jurisdiction over the parties for the purposes of adjudicating all disputes that may arise under this Agreement. You hereby waive all objections to venue and personal jurisdiction in those forums for such disputes.
8. **INDEPENDENT CONTRACTOR.** You are an independent contractor and nothing in this Agreement shall be construed as establishing the relationship of employer and employee between the Company and You or any persons employed by You or under Your supervision. You shall be solely responsible for Your own debts and obligations, including taxes, and shall not, under any circumstances, hold Yourself out to be an employee of the Company. You shall not, in any claim against Us or in any determination of eligibility for statutory benefits, assert that You are an employee of the Company. You are free to exercise independent judgment as to the persons from whom applications are solicited and the time, place, and manner of soliciting such applications or performing any other authorized act. You acknowledge that You have the responsibility for paying self-employment tax and that the Company does not treat You as an employee for Federal tax purposes.
9. **SEPARABILITY.** If any provision of this Agreement is held invalid for any reason, the remainder of this Agreement shall not be affected thereby.
10. **ENTIRE AGREEMENT.** This Agreement together with all amendments and attachments, including the Commission and Product Schedules, set forth the entire understanding between the parties hereto and supersedes all prior agreements, arrangements and communications, whether oral or written, with respect to the subject matter hereof. Nothing in this Section shall be construed to release any obligation or debt incurred under a previous Producer Agreement or any other agreement between the parties
11. **AGENCY INCORPORATION.** Where state law allows, You are free to contract with Us as a corporate entity. The officer who executes this Agreement on behalf of Your corporation shall be the only officer eligible to make administrative or compensation changes with Us. Should Your corporation wish to change this individual, You must submit a resolution naming the new individual to take on these responsibilities and the minutes of the board of directors meeting where such resolution was adopted.

Currently, we only approve assignments of commission to facilitate payment to a Producer's own corporation. Enclosed are the required form, please feel free to make copies. The Assignment of Commissions form must be returned to our office.

Here are our business rules/guidelines for assignments:

- ◇ Fortis Insurance Company retains the right to approve all assignments as stated in the General Agent and Producer Sales Agreements. Currently, we only approve requests to assign commissions to facilitate payment to a Producer's own corporation.
- ◇ The assignor (assigning agent) must be a Producer with an active Producer Sales Agreement.
- ◇ Any fees for the assignee's corporate appointment will be charged to the assignor's General Agency's commission statement.
- ◇ Commissions may not be assigned to entities currently holding a Fortis Insurance Company General Agency Sales Agreement.
- ◇ Form 1099 reporting of earnings will be sent to the assignee.
- ◇ One commission check per assignor will be produced. The check will be payable and sent to the assignee.
- ◇ A report of commission earnings, the assignor's commission statement. will be sent to the assignee separately.

Please complete the following for any agents entering into an assignment:

1. Writing Agent Compensation Worksheet (**if the Agent is not currently set up to be PRODUCER**).
 - a. Select Option 2 only
 - b. Select the appropriate COMMISSION SCHEDULE OPTIONS
2. Complete the PRODUCER CONTRACT PAGE (**if the Agent has not already done so**)
3. Complete the IRREVOCABLE ASSIGNMENT OF COMMISSIONS form.
4. Complete the **optional** NOTICE OF ASSIGNEE SOLICITATION AND REQUEST FOR APPOINTMENT form if required by the assignees business practices. If required, return it with current license copies for all states in which the assignee's corporation will be doing business.

If you have any questions regarding this, please call Agent License and Contract Support at 800-800-1212 ext 8327 or fax any forms to (414) 299-7516, email MKELicensing@assurant.com

Whereas, the undersigned Producer wishes to irrevocably assign commissions to the assignee designated below.

Whereas, the undersigned Producer is licensed and appointed with Fortis Insurance Company via a Fortis Insurance Company Producer Sales Agreement.

Commissions payable to the undersigned Producer from Fortis Insurance Company will be irrevocably assigned pursuant to the following requirements:

1. The Producer may not revoke or terminate this assignment of commissions.
2. The assignee below agrees to maintain any required insurance licenses and appointments with Fortis Insurance Company in the states in which the Producer conducts business. The assignee also agrees to pay all expenses related to required licenses and appointments. In those states in which a license and appointment is not required unless the assignee engages in the sale, solicitation or negotiation of insurance, the assignee agrees that they will not engage in these activities related to any commissions payable under this assignment without prior written notice to Fortis Insurance Company.
3. The commissions will be paid directly to the assignee no later than 60 days after Fortis Insurance's Home Office has received this Assignment of Commissions form.
4. Fortis Insurance Company reserves the right to terminate this assignment 30 days after sending written notice to the Producer and assignee.

Producer Signature

Date

Producer Name (Print)

Producer Number (14 digit)

Tax ID Number of Producer

Assignee of Commissions Signature

Date

Assignee Name (Print)

Tax ID Number of Assignee

Assignee Address and Telephone Number

Products are underwritten and issued by:

Fortis Insurance Company
501 W Michigan
Milwaukee, WI 53201

Notice of Assignee Solicitation & Request for Appointment - OPTIONAL

Your assignment agreement with Fortis Insurance Company requires you to notify the Company if your business practices or activities would require a license or appointment in any jurisdiction in which you operate and are not currently appointed by the Company.

Selling, soliciting or negotiating insurance requires an agency to be licensed and appointed in most states. Per the NAIC PLMA these activities are defined as:

- “Negotiate” means the act of conferring directly with or offering advice directly to purchaser or prospective purchaser of a particular contract of insurance concerning any of the substantive benefits, terms or conditions of the contract, provided that the person engaged in that act either sells insurance or obtains insurance from insurers for purchasers.
- “Sell” means to exchange a contract of insurance by any means, for money or its equivalent, on behalf of an insurance company.
- “Solicit” means attempting to sell insurance or asking or urging a person to apply for a particular kind of insurance from a particular company.

Please note! While the NAIC’s suggested language has served as a model, individual states have modified this to varying degrees in their rules. Individual states also may have their own interpretation of what constitutes selling, soliciting or negotiating. This could be especially true for corporations and for the determination of what business practices at a corporate or agency level fall within these categories. If you have compliance questions regarding your specific sales or marketing activities, please contact the regulators in appropriate jurisdictions.

Please appoint the Assignee noted below in all states in which there are active agents assigning compensation to this entity. The business activities of this entity require it to be licensed and, therefore, Fortis Insurance Company requires an appointment to track license status.

Assignee Name

Assignee Tax ID Number

Assignee Signature

Date

Products are underwritten and issued by:

Fortis Insurance Company
501 W Michigan
Milwaukee, WI 53201



This Addendum shall be attached to and made part of a Time Insurance Company (“Company”) Managing General Agent or General Agent Sales Agreement.

ANNUALIZATION OF COMMISSIONS. Company may, at its option, advance all or part of first year commissions to Agent in anticipation of commissions to be earned by Agent. Commissions on policies placed on the Check-O-Matic mode may be annualized at the option of Company generally to a maximum of \$500 per policy. Any commissions over the per policy limit will be paid as earned.

In the event of a lapse during the first year of a policy where the commission has been advanced, the unearned commission will be charged to Agent's account and will represent a commission debit balance owed Company. Company may, at any time, apply any and all commissions earned by Agent to the repayment or any commissions previously advanced by Company to Agent, or to the repayment of any commission debit balance that has been incurred.

Agent hereby agrees that any and all amounts so advanced by Company will for all purposes be deemed direct loans to Agent for the repayment of which Agent will be personally liable. At the request of Company, Agent agrees to execute and deliver to Company such promissory notes as Company may request to evidence Agent's indebtedness to Company. Agent also agrees that when there has been any indebtedness that Agent has refused to pay completely within 30 days of written demand, Company shall be entitled to interest on the unpaid balance payable at the legal rate from the date written demand for payment was made by Company.

Print Agent Name (“Agent”)

Date (completed by Home Office)

Agent Signature

Time Insurance Company Officer & Title

Print Corporate Name (if applicable)

Print Corporate Officer & Title (if applicable)

Agent Number

Products are underwritten and issued by:

Time Insurance Company

501 W Michigan
Milwaukee, WI 53201





I, _____, am requesting a transfer
Name of transferring General Agent or Agent

From _____
Name of current RSD, MGA, GA

To _____
Name of new RSD, MGA, GA

I understand that:

- No transfer to another Time Insurance Company arrangement will be approved within 180 days of the initial appointment or date the last transfer was effective.
- This transfer will not go into effect until a date selected and approved by the Company which will follow the receipt of proper notification by the current arrangement.
- Any applications solicited prior to the date approved by the company will be credited to my current arrangement, i.e. the "From" relationship listed above.
- I understand and agree that any business written under my current arrangement will not be transferred or moved to my new arrangement in any manner. This includes requests from policy owners for a new agent.
- I understand that my total compensation as a general agent or agent on individual major medical business will not exceed ____%. (This includes any incentive bonus, reimbursements for leads or any other forms of reimbursements).

Failure to comply with the rules stated above will be deemed a violation of the Company's policies and an act harmful to the best interests of the Company. This will result in immediate termination for cause of my general agent or agent arrangement with Time Insurance Company and forfeiture of any remaining first year and/or renewal commissions.

Signature of Transferring General Agent/Agent

Date Signed

Home Office Use only:

Date Received in LCS	Initials	Date Received in Sales	Initials	Notification Date	Initials	Transfer Date	Initials

Products are underwritten and issued by:

Time Insurance Company

501 W Michigan
Milwaukee, WI 53201



1. Agents must remain in their current arrangement for 180 days before a transfer request will be considered.
2. New agents (license received within 90 days of first Time Insurance Company appointment) will not be transferred for one year from their start date with Time Insurance Company. (General Agent/MGA must notify Agent License and Contract Support of new agents by completing the Initial License Notification Form and submitting it with appointment paperwork.)
3. Agent Transfer Requests must be submitted through the new arrangement using Agent Transfer Form GA-AGT Transfer 5-04. Incomplete forms will be returned.
4. We will notify the current RSD, MGA or GA of an agent's intent to transfer when we receive a properly completed transfer form.
5. The effective date of the transfer will be the date established by the Company.
6. Company paid-direct agents with an outstanding debit balance will not be transferred until it is resolved or the new arrangement agrees to assume it and have it transferred along with the agent.
7. We will not transfer any business written through the current arrangement.
8. Transfer requests for agents appointed through a National Account marketing arrangement will not be honored.
9. You may download all forms and appointment paperwork from the Assurant Health web site at www.healthsales.us.fortis.com.
10. Send transfer requests to:

Assurant Health Agent License & Contract Support

P.O. Box 3183

Milwaukee, WI 53201-3183

or

FAX requests to 414-299-8471

Individual Medical Compensation Rules

1. A General Agent may not transfer for higher commission than they have qualified for.
2. No General Agent may receive more than 25% in total first year commission.
3. No Producer or Writing Agent level may receive more than 20% in total first year commission.
4. A General Agent paid at 25% first year must have a commitment letter for the appropriate production requirement.
5. No cash reimbursements for leads, expenses, contests or incentives are permitted without prior RVP approval.

Products are underwritten and issued by:

Time Insurance Company

501 W Michigan

Milwaukee, WI 53201

Time
Insurance

Agent Commission Electronic Funds Transfer Form

Agent/Agency Name: _____

Agent/Agency Number: _____

Daytime Phone Number: _____ Area Code _____ Fax Number: _____ Area Code _____

Payment Frequency (Please check one): Weekly Semi-monthly Monthly

Statement Frequency (Please check one): Semi-monthly Monthly

Account Type (Please check one): Checking Account (22) Savings Account (32)

If you currently receive commission by electronic fund transfer, want to change frequencies and are not changing accounts, please check the following box:

Please make payments to my current depository.

If you are authorizing electronic fund transfer either for the first time or to a different account:

1. For checking account, please void a **pre-printed blank check** and attach here.
2. For savings account, please void a **pre-printed deposit slip** and attach here.

We cannot accept voided checks or deposit slips with a handwritten name & address

3. Please transfer the numbers at the bottom of the check or deposit slip into the fields below.

Your Bank's 9-Digit Routing Number
↓

and

Your Account Number
↓

Bank Routing Number

Account Number

Authorization

I hereby authorize Time Insurance Company to initiate credit entries and, if necessary, adjustments for any credit entries made in error to the checking or savings account indicated above, hereinafter called depository.

Agent Signature _____

Please submit an updated authorization any time you change depositories.

Month Day Year

For Time Insurance Company Use Only

Commission Vendor# _____ CC _____

Verified By _____ Date _____

Cash Management Keyed By _____ Verified By _____