

## Contract Licensing Procedure

### For Combined Medicare Supplement Appointment

- Complete Individual Data Form  
(Answer Background Questions on page 3).
- Signature on Consumer Report (page 4).
- IRS Form W-9 (signature on bottom of page).
- Agency Contract (signature on middle of page-page 10).
- HIPPA Signature (page 16).
- Direct Deposit (signature on bottom of form) **REQUIRED**

#### **Please attach:**

- Copy of current State Life & Health License(s).
- Copy of voided check. **REQUIRED**

## **WE PAY ALL LICENSE FEES**

**Once complete send contract with attachments to Debbie at:**

**Fax: 405-523-1035**

**Or**

**Email: [contracting@emcagency.com](mailto:contracting@emcagency.com)**

**Or**

**Mail: 5201 North Lincoln**

**Oklahoma City, Ok 73105**

**If you have questions call Debbie Tompkins or Derald Barron**

**Enterprise Marketing**

**800-656-2709**

**STATE APPOINTMENT FEES**  
(Already Licensed Agents)

October 17, 2013

STATE	RESIDENT	NON-RESIDENT	REQD. FORM
ALABAMA	\$30.00	\$30.00 or retaliatory to Agents home state if higher than this state	
ALASKA	No Fee	No Fee	
ARIZONA	No Fee	No Fee	
ARKANSAS	\$20.00	\$60.00 retaliatory Resident - IL, NJ = \$75.00 Resident - NV = \$61.00 Resident - MT, AK = \$100.00	
CALIFORNIA	<b>\$24.00 (1/1/04)</b>	<b>\$24.00 (1/1/04)</b>	
COLORADO	No Fee	No Fee	
CONNECTICUT	No Fee	No Fee	
DELAWARE	\$25.00	\$25.00	
DIST. OF COLUMBIA	\$25.00	\$25.00	
FLORIDA	\$60.00	\$60.00 plus \$6.00 per county where Agent personally solicits	
GEORGIA	\$10.00	\$10.00 (Fee is \$17.85 but the highest we can charge is \$10.00 per doi)	
HAWAII	NO FEE	NO FEE	
IDAHO	No Fee	No Fee	
ILLINOIS	No Fee	No Fee	
INDIANA	No Fee	No Fee	
IOWA	No Fee	No Fee	
KANSAS	\$5.00	\$5.00	
KENTUCKY	<b>\$40.00 (eff. 9/00) indiv</b> <b>\$100.00 agency</b>	\$50.00 (eff. 9/00) indiv \$120.00 agency	
LOUISIANA	\$20.00 (eff. 1/1/02)	\$20.00 (eff. 1/1/02)	
MAINE	\$30.00	\$70.00	
MARYLAND	No Fee (12/31/03)	<b>No Fee (12/31/03)</b>	
MASSACHUSETTS	\$75.00	\$75.00	
MICHIGAN	\$5.00	\$10.00	
MINNESOTA	\$10.00	\$10.00	
MISSISSIPPI	<b>\$25.00 (eff. 4/16/08)</b>	<b>\$25.00 (eff. 4/16/08)</b>	
MISSOURI	No Fee	No Fee	
MONTANA	NO Fee	No fee	
NEBRASKA	\$8.00	\$8.00	
NEVADA	\$15.00	\$15.00	
NEW HAMPSHIRE	\$25.00	\$25.00	
NEW JERSEY	\$25.00 (eff. 2/1/07)	\$25.00 (eff. 2/1/07)	
NEW MEXICO	\$23.00	\$23.00	
NORTH CAROLINA	\$20.00	\$20.00	
NORTH DAKOTA	\$10.00	\$10.00	

OHIO	\$20.00 per line	\$20.00 per line	
OKLAHOMA	\$55.00	\$55.00	
OREGON	No Fee	No Fee	
PENNSYLVANIA	\$15.00	\$15.00	
RHODE ISLAND	No Fee	No Fee	
SOUTH CAROLINA	\$40.00	\$40.00	
SOUTH DAKOTA	\$10.00	\$20.00	
TENNESSEE	\$15.00	\$15.00	
TEXAS	\$10.00	\$10.00	
UTAH	<b>No Fee</b>	<b>No Fee</b>	
VERMONT	\$60.00	\$60.00 MA=\$100.00 ME = \$70.00	
VIRGINIA	\$12.00	\$12.00	
WASHINGTON	\$20.00	\$20.00	
WEST VIRGINIA	\$25.00	\$25.00	
WISCONSIN	\$7.00	\$24.00	
WYOMING	\$15.00	\$15.00	

\*\* South Carolina – Fees paid by Insurance Company

\*\*in Arkansas, the insurer is not allowed to be charged for appointment. Fee must be paid by Insurance Company

**Individual Data**

Full Name \_\_\_\_\_  
*Last First Middle*

Date of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_ Social Security #: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

National Producer Number (NPN) \_\_\_\_\_

Business Name (if different) \_\_\_\_\_

**ADDRESS**

Residence \_\_\_\_\_  
*Street City County State Zip+4*

Business \_\_\_\_\_  
*Street City County State Zip+4*

Preferred Mailing Address:  Residential  Business

E-mail \_\_\_\_\_

**TELEPHONE NUMBERS**

- Business Phone..... ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_
- Cell Phone ..... ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_
- Fax #..... ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_
- Residence Phone ..... ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

How long have you been an agent or broker? \_\_\_\_\_

Professional Designations: \_\_\_\_\_

**Agency Data** (Only if an Agency is being contracted)

Agency Name \_\_\_\_\_

Address \_\_\_\_\_  
*Street City County State Zip+4*

Tax Identification # (must match W-9) \_\_\_\_\_  
 Corporation  Partnership  Sole Proprietor  LLC  D/B/A

How long have you been and agency? \_\_\_\_\_

Who is the appointed agent officer with the Department of Insurance? \_\_\_\_\_

**License Data**

Enclose a current copy of each state agent/agency insurance license (life and health) under which you will be selling Combined Insurance Company products.

Has a contract between you and Combined Insurance Company ever been terminated?

No  Yes If Yes, when? \_\_\_\_\_

### General Information

Please respond to all questions for you personally and any organization over which you have exercised control. If you answer "Yes" to any questions, you must attach an additional sheet explaining all relevant information and include supporting documents.

- Yes  No 1. Do you have Errors & Omissions (E&O) coverage? (We require \$1 million/\$1 million for annuity sales)
- Yes  No 2. Have you ever been convicted of any crime, other than minor traffic offenses?
- Yes  No 3. Has any insurance company ever canceled any contract of employment or your agent's appointment for any reason other than non-production?
- Yes  No 4. Does any insurer or agent claim that you are indebted to them under any agency contract or otherwise? If "yes," give amount of debt and how the debt will be repaid.
- Yes  No 5. Have you ever been refused an original or renewal license or had a license suspended or revoked or terminated for any type of insurance license by any state government or regulatory agency?
- Yes  No 6. Have you ever been fined or had disciplinary action taken against you with any Department of Insurance?
- Yes  No 7. Are you currently involved in any litigation or are there any unsatisfied judgments or liens (including state or federal tax liens) against you?
- Yes  No 8. Do you currently have a pending bankruptcy or have you ever declared bankruptcy?
- Yes  No 9. Within the past 10 years, have you ever had a complaint filed against you that resulted in a fine, penalty, cease or desist order, censure or consent order?
- Yes  No 10. Have you ever defaulted on a (a) promissory note, or (b) any other debt, including consumer or credit card debt?

I certify, under penalty of perjury, that all answers and responses to questions and inquiries contained in this application are true, correct and complete. I further certify that I have read and am familiar with the sections of the insurance code for the state/s in which I am seeking appointment and that I am withholding no information which would affect my qualification for this appointment with Combined Insurance Company of America (Combined Insurance Company). I acknowledge that Combined Insurance Company has informed me that it may obtain consumer reports, reports of insurance department regulatory actions, and conduct investigative reports and background investigations on me or this agency for licensing purposes, initial and renewal state appointments, and at any other times Combined Insurance Company, at its discretion, deems necessary. I expressly authorize Combined Insurance Company to conduct these investigations and obtain consumer and credit reports and hereby authorize all persons and entities (including past and present employers) to provide Combined Insurance Company all requested information. I authorize Combined Insurance Company to use these reports and to provide them and any other pertinent information to all third parties where the third parties' legal interests and/or obligations are involved. I also authorize Combined Insurance Company to distribute any financial, business, legal, tax or work performance history regarding me or this agency that it receives from third parties or which is generated by Combined Insurance Company's data source that is not part of the investigative report, to all third parties including but not limited to agents or agencies that assume my debt balance responsibilities. By my signature below, I hereby release any individual or institution, including its officers, employees, or related personnel, both individually and collectively, from any and all liability for damages of whatever kind, which may, at the time, result to me, as a result of conducting any investigation and/or using said information or as a result of compliance

with this authorization and request to release information or any attempt to comply with it. A copy of this authorization is as valid as the original. I understand that if contracted, this authorization will remain valid as long as I am contracted with Combined Insurance Company. Combined Insurance Company obtains consumer reports from : First Advantage Corporation, 100 Carillon Parkway, Suite 100, St. Petersburg, FL 33716.

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

Yes, please provide me a copy of the consumer report.

I certify that I have reviewed this application and acknowledge that this application will form a part of my agent agreement with Combined Insurance Company. I further understand that if any information provided in this application is found to be incorrect or incomplete, it may be grounds for rejecting this application or for termination of my contract, all in the sole discretion of Combined Insurance Company. I understand Combined Insurance Company will accept business from me upon completion and acceptance of the Agent Appointment Packet from the Home Office.

I have completed all necessary forms and submitted all fees and a copy of my current insurance license(s).

\_\_\_\_\_  
Agent Printed Name

X

\_\_\_\_\_  
Signature of Agent

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date

The General Agent accepts all responsibility for the applicant Agent and sponsors him as an Agent for Combined Insurance Company.

ALBERT SOCHOR MC00040314

\_\_\_\_\_  
General Agent Printed Name

X Al Sochor  
Signature of General Agent

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date

(Direct Upline)

## COMBINED INSURANCE COMPANY OF AMERICA

### AGENCY CONTRACT

**THIS AGREEMENT** made and effective this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between **COMBINED INSURANCE COMPANY OF AMERICA**, an Illinois corporation, whose home office is located at 111 East Wacker Drive, Suite 700, Chicago, Illinois 60601, hereinafter called the "Company", and

of \_\_\_\_\_ County, State of \_\_\_\_\_, hereinafter referred to as the "Agent".

The Agent is:

- an individual,  a partnership,  a disregarded entity,  
 a corporation organized under the laws of the State of \_\_\_\_\_.

**WITNESSETH:** That these two Parties agree to transact business upon the following terms and conditions:

**AUTHORITY TO SOLICIT.** The Agent is hereby authorized to solicit applications for insurance and annuities for the Company; both personally and through properly licensed Sub-Agents appointed and assigned by the Company to the Agent from time to time.

**SUB-AGENTS.** The Agent has the authority to recruit, and recommend for appointment to the Company, other Agents and or Agencies. Those who are appointed by the Company, in its discretion, are referred to below as "Sub-Agents". The Agent, agrees to use his best efforts to ensure that any Sub-Agent appointed on his recommendation is properly trained and supervised, and shall be responsible for such Sub-Agent's faithful performance of his contractual obligations with the Company.

**GENDER and NUMBER.** Any references in this Contract to gender is not limited to that gender but is intended to apply to either gender or to any legal entity not having a gender. The number of all words shall include the singular and the plural.

**DUTIES.** The Agent shall promote and safe-guard the best interests and good name of the Company; shall fairly, truthfully and properly represent the Company and its products and services; and shall faithfully perform, in an ethical and professional manner, all the duties within the scope of the appointment under this Contract. In particular, but without limitation, the Agent agrees to perform the duties set forth below:

**Knowledge.** Agent shall read and become familiar with all state Insurance laws and regulations, the provisions of the Company's insurance policies that Agent sells and attend the Company's sponsored training sessions as deemed necessary by the Company.

**Conformity with law.** Agent agrees to comply with all civil and criminal laws and statutes and with state insurance laws, regulations and policies.

**Company Rules & Regulations.** Agent shall strictly observe each and all the rules, regulations, policies, procedures and requirements set forth periodically by the Company.

**Disclosure & Notification.** Agent will promptly make known and available to the Company all information which comes into Agent's possession or knowledge at any time concerning the underwriting of a risk, or of Agent's or Sub-Agent's suitability to perform or failure to perform any provision of this Contract. Agent shall promptly notify Company upon receiving notice of potential, threatened, or actual litigation or any regulatory inquiry or complaint with respect to this Agreement or any Product. Company shall have final decision-making authority to assume the administration and defense of any such action. A copy of the correspondence or document received shall accompany each notice.

**Licenses.** Agent, at Agent's cost and expense, will keep in good standing all licenses that are required to solicit applications for policies to be issued by the Company.

**Bond.** The Agent shall, on demand by the Company, maintain a surety bond and/or Errors and Omissions policy satisfactory to the Company.

**Collection & Transmittal.** For each application of insurance or annuity, the Agent shall collect the first full premium in check or money order or equivalent, and shall promptly pay said premium over to the Company, and deliver said premium and all applications to the Company in whatsoever manner the Company shall direct. Agent agrees that he/she holds any funds collected for the Company in trust for the Company and agrees to keep any such funds separate and shall pay the same, without offsets or deductions, as the Company shall direct.

**Delivery.** Unless prohibited by state law, Agent agrees not to deliver a policy unless Agent can reasonably determine that the proposed insured is in as good health as at the time of application, and unless the first premium has been fully paid. Agent agrees to return to the Company's home office any policy which cannot be delivered, for any reason, within thirty (30) days of the date on the policy.

**Servicing.** Agent will provide for all usual and customary services, and provide any customary assistance, to Insureds and policyholders.

**Records.** Agent shall keep regular and accurate records of all transactions related to this Agreement for a period of at least five years from the date of such transactions, or longer if required by federal or state law or regulation; and Company shall have the right, during normal business hours and with reasonable notice, to inspect, audit and make copies from the books and records of Agent for the purpose of verifying Agent's compliance with the provisions of this Agreement.

**TERRITORY.** The Agent and his Sub-Agents may solicit applications for insurance only in territories approved by the Company in which they and the Company are duly licensed and authorized to conduct business.

**LIMITATION OF AUTHORITY.** All powers and authority granted to Agent are limited to only those expressly provided under this Contract, and shall continue only during the duration of this Contract and shall terminate on the date of termination hereof. The Agent has no authority to:

**Alteration.** Alter, modify, waive, discharge or change any of the terms, rates or conditions of the Company's policies or contracts

**Expense or Liability.** Incur any expense or liability on account of, or otherwise bind the Company without specific prior written approval from the Company

**Premium Payments and Reinstatement.** Extend the time for payment of any premium or waive any premium, or bind Company to reinstate any terminated contract, or accept payment in any form other than a customer check or money order payable to the Company or other method authorized by Company.

**Respond in Connection with Proceeding.** Institute or file a response to any legal or regulatory proceeding on behalf of Company in connection with any matter pertaining to this Agreement or any Product, without Company's prior written consent.

**Replacement.** Replace any existing insurance product contract unless the replacement is in compliance with all applicable laws and regulations and is in the best interest of the customer. The decision whether to replace an insurance product or annuity contract must be made by the customer. To help the customer make a decision regarding any proposed replacement, Agent must provide the customer with full disclosure (both positive and negative) of all relevant information.

**Misrepresentation.** Misrepresent any provision, benefit, or premium of any product. Endorse checks payable to the Company.

**Other.** Any act other than as expressly authorized herein.

**RELATIONSHIP.** The relationship between the Company and the Agent shall be that of independent contractors, and not that of employer and employee, partners or joint venturers. The Agent shall be free to exercise independent judgment as to the time and manner in which he may perform the services authorized to be performed under this



Contract, but the Company may from time to time prescribe rules and regulations with respect to the conduct of the business covered hereby, not interfering with such freedom of action of the Agent, which rules and regulations the Agent will conform to and observe.

**COMMISSIONS.** During the term of, and subject to the provisions of this Contract, and subject to the rules and regulations of the Company, the Agent shall be entitled, as full compensation for all of his services and expenses hereunder, those commissions as set forth in the Schedule of Commissions attached hereto and incorporated herein by reference, on all business produced by him personally or by his Sub-Agents and paid for in cash or equivalent to the Company at its home office in Chicago, Illinois, less Commissions due his Sub-Agents by reason of any contract which any Sub-Agents hold with the Company. This Schedule may be modified periodically by the Company upon 30 days written notice. Such changes will not be retroactive but will apply only to applications received on or after the effective date of change. Agent specifically recognizes and accepts responsibility for payment of any taxes levied by federal, state or local authorities as a result of compensation arising hereunder.

**VESTED COMMISSIONS.** If this Contract is terminated by the Company or the Agent, or should the Agent die or become totally disabled while this Contract is in force, he, or in the case of his death, his heirs or legal representatives shall, except as hereinafter provided in this Contract, receive commissions that accrue under the provisions of this Contract, if any.

**COMMISSION CHARGE-BACKS AND REFUNDS.** Should the Company for any reason refund any premium on any policy secured hereunder, then the Agent shall repay, on demand, any commissions received on that premium. A failure to repay these commissions is agreed to constitute authorization for the Company to offset such amounts against any commissions due the Agent on any policy secured hereunder.

**TRANSFER OF COMMISSIONS.** Whenever a Sub-Agent, secured by an Agent pursuant to this Contract, fails to be entitled to the Renewal Commissions to which he would have been otherwise entitled under his Contract with the Company, all such Renewal Commissions shall, during the continuance of this Contract, be paid to the Agent, providing the Agent continues to service the Sub-Agent's business in force with the Company and makes a diligent effort to conserve such business. A failure to comply with this provision will deny the Agent the right to any such Renewal Commissions and the Company will assign another agent to service the business and collect the commissions.

**EXPENSES.** The Agent shall pay all expenses incurred by him or his Sub-Agents in the performance of this Contract. Any such expenses not paid by the Agent may be offset by the Company against any commissions payable to the Agent or Sub-Agents.

**ADVERTISING.** If Agent requests the Company do advertising, Agent agrees to reimburse the Company the agreed cost of such advertising. Agent may prepare and distribute advertising materials, at his/her own cost, provided that the same are approved by the Company and by the governmental authorities of all states or territories in which the materials are distributed. Agent recognizes that the Company retains a proprietary interest in any such advertising material that uses the name of the Company or any of its products, and any leads resulting therefrom shall be private material subject to the Privacy provisions of this Agreement. Agent agrees to not advertise or publish any matter or thing concerning the Company or its policy without filing a proposed copy of such material with the Company and obtaining approval, signed by an Officer of the Company.

**TRAINING & ADVERTISING MATERIALS.** If any training materials, sales ads or similar services are furnished to the Agent by the Company, it is for the purpose of assisting the Agent, and not to control the Agent. Such materials are considered to be proprietary information and the intellectual property of the Company. Agent will return all materials to the Company upon request or termination of this Contract. Agent acknowledges that unauthorized retention or disclosure of this information or materials will damage the Company.

**LIABILITY.** The Agent shall be jointly and severally liable, with each Sub-Agent, to the Company for the payment of all monies due from the Agent or his Sub-Agents, or debit balances on the account of the Agent or his Sub-Agents, or debit balances resulting from loans to the Agent or Sub-Agents from the Company. The Company's books and records shall be prima facie evidence of such debit balances or loans due. The Agent hereby assigns to the Company, with recourse, as collateral for all such monies due or debit balance or loans, all amounts due and to become due to

the Agent from each Sub-Agent or from the Company, and all notes of Sub-Agents in favor of the Agent. The Agent agrees to execute all other documents required of him by the Company in order to properly evidence and effectuate such assignments, and to guarantee the legal enforceability thereof.

**OFFSETS OR DEBITS** The Agent shall repay to the Company, upon demand, all commission compensation received, or premiums collected, or evidence of indebtedness representing the same, taken on applications procured by the Agent on policies not issued by the Company, declined by the applicant, or rescinded by the Company. The Company may offset against the agent's compensation any advances and interest thereon, or debts and interest thereon, which are due or may become due to the Company from the Agent under this or any prior Agreement, or any note or obligation. Such offset right shall be a first lien prior to any other claim against compensation due the Agent under this or any prior Agreement. The upline General Agent shall be responsible to repay Company any debt owed but uncollected from its downline Agent, and Company may offset against such upline General Agent's compensation to collect the downline Agent's debt.

**ASSIGNMENTS.** No assignment of any commission or any other monies, or any portion thereof due to or to become due the Agent hereunder shall be valid unless authorized in advance and in writing by an Officer of the Company. Any assignment so authorized shall be subject to any and all indebtedness of the Agent or his Sub-Agents to the Company then existing or thereafter accruing.

**CONDITIONS FOR NONPAYMENT OF COMPENSATION.**

Renewal commission compensation will be paid to the Agent except:

- If this Agreement is terminated by the Company for conversion of Company funds, fraud or theft caused by the Agent;
- If the Agent, induces any policy owner to relinquish or terminate any policy with the Company that is not in the policyholder's best interest;
- If the Agent for any reasons, directly or indirectly, induces any General Agent or Agent contracted and appointed with the Company to terminate their association with the Company;
- If the Agent has their insurance license suspended or revoked, or has any regulatory disciplinary action taken upon a finding that the Agent engaged in a deceptive act or business practice under state or federal law; or
- If the Agent knowingly provides any false or fraudulent information on the application for this Agreement.

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.

The minimum commission deposit is \$5.00.

**ULTIMATE RESPONSIBILITY.** The Agent is responsible to the Company for any indebtedness to the Company created by the Agent. Such indebtedness is a lien against the Agent's compensation, subject to offset by the Company, and the Company may charge interest, at a lawful rate to be determined by the Company, on indebtedness which remains unpaid after 30-days.

**STATEMENT OF ACCOUNT.** Each month the Company will furnish, without charge to the Agent, a statement of account of the Agent showing Business done by the Agent for the preceding month. A statement of account shall be considered final unless disputed within ninety (90) days.

**TERMINATION.** This Contract shall terminate on the earliest of the following dates:

- a. The date of death, dissolution, liquidation, bankruptcy, insolvency, or total and permanent disability, of any Party to this Contract;
- b. The date specified in a notice of termination which may be given by the Company, such date being not less than thirty (30) days from the date the notice is delivered personally or is mailed to the last known address of the Agent;
- c. The date of any material violation by the Agent of any term or condition of this Contract; and
- d. The date the Agent does any of the actions described below in "Termination of Vested Commissions" paragraph.

**TERMINATION OF VESTED COMMISSIONS.** If the Agent or Sub-Agent at any time: (1) withholds or embezzles Company funds, (2) performs any fraud or dishonesty against the Company or its policyholders; (3) induces or attempts to induce policyholders of the Company to lapse, replace, or otherwise terminate their policies, (4) induces or attempts to induce any Agent or Sub-agent to leave the Company's service, (5) suffers a termination of his license for cause by the Insurance Department of any state, (6) fails to pay on demand any monies due the Company or any affiliate of the Company, or (7) the Company's payments to Agent or Sub-Agent as required by this Agreement are less than (a) Five Hundred Dollars (\$500.00) per year or (b) Fifty Dollars (\$50.00) per month for three (3) or more consecutive months, his right to all commissions or other compensation thereafter payable under this Contract, under any prior contract, and under any other contracts then in force with the Company may be terminated by the Company.

**EFFECT OF TERMINATION.** Upon any termination of this Contract, any and all of Agent's obligations to the Company shall mature, accelerate and become immediately due and payable in full, and Agent shall immediately and without further notice return to the Company all the undelivered policies and all other Company and Private materials and property in the possession or under the control of Agent. Upon termination, Agent shall have no further authority to solicit business for the Company, nor to recruit Agents, nor to collect money for the Company, nor to represent the Company in any manner; but all other provisions of this agreement shall survive its termination.

If, subsequent to termination of this Contract, Agent shall misappropriate or impair any funds or property of the Company or any funds received on account of the Company, or fail to remit any funds due or property of the Company within ten (10) days after receipt of demand therefore, the Company shall be fully and completely discharged with respect to any and all its obligations under this Contract, including, but not limited to, the payment of any commissions.

**PRIVACY.** Agent agrees to keep all non-public personal and confidential information private and to have such personnel, training, facilities and procedures in place to comply with all laws and regulations. All lists of insureds, leads, contacts, materials, sales aids, agent's manuals, records and so on are proprietary and confidential and are not to be provided to anyone other than Company agents without written Company consent.

**INJUNCTIVE RELIEF.** Agent agrees that a breach of any of the covenants contained in this Agreement may cause the Company irreparable damages that may not adequately be compensated for by monetary compensation. Accordingly, in the event of any such breach the Company may apply to a court of competent jurisdiction for injunctive relief from such court designed to cure existing breaches and to prevent future occurrence of like breaches on the part of Agent. It is further understood and agreed that the remedies and recourse provided herein shall be in addition to, and not in lieu of, any other remedy or absence of this paragraph.

**NOTICE.** Any written notice required under this Contract shall be deemed received on the date mailed, if sent properly addressed to the last known address of the other party by prepaid certified mail, return receipt requested and, if otherwise given, on the date actually received.

**SEVERABILITY.** Any provision of this Contract which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision contained herein, and such other provisions shall remain in full force and effect.

**WAIVER.** The failure or forbearance or neglect of the Company to insist upon the strict performance of any provision of this Contract or of any rule or regulation of the Company shall not be construed as a waiver thereof, but such provisions, rules and regulations shall continue to be in full force and effect.

**ENTIRE AGREEMENT.** This Agreement and other written documents executed by the parties hereto contain the entire agreement between the parties and there are no verbal representations, warranties, or agreements of any kind whatsoever. This agreement supersedes and replaces any and all other agreements between the Agent and the Company relating to the same matters. However, all financial obligations of the Parties to each other under any such prior contract(s), including debit balances, other debts, liens, rights to offset, and the obligation to pay commissions, still exist and will be combined and merged with similar obligations under this Contract.

**AMENDMENT.** No term or provision of this Agreement may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. No such modification or change will bind the Company, unless it is in writing signed by an officer of the Company, and expresses an intention to modify or change this Contract.

**COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**GOVERNING LAW.** To the fullest extent controllable by our stipulation, this Contract shall be construed in accordance with the laws of Illinois applicable to contracts performed entirely within the State. All sums or amounts due or to become due to either party are payable in Chicago, Illinois. Any interpretation of the language, intent, performance or obligation of this Contract shall be done in accordance with the laws of the state of Illinois.

**JURISDICTION, VENUE, ATTORNEY'S FEES AND COSTS.** The Agent agrees that he shall be responsible for all costs including reasonable attorney fees, if any, incurred in the collection of any outstanding loan balances, debit balances, or account balances, accruing pursuant to this Contract and further agrees to the jurisdiction of any court of competent jurisdiction in Chicago, Illinois for purposes of resolving any conflicts under this Contract or for the purposes of allowing the Company to recover any amounts owed, including amounts loaned subsequent to the execution of this Contract. The Agent knowingly waives any objection to venue or the jurisdiction of the court.

**IN WITNESS WHEREOF,** the parties hereto have executed this Contract with the effective date as above written.

\_\_\_\_\_  
*Agent Printed Name*

  
\_\_\_\_\_  
*Agent Signature*

\_\_\_\_\_  
*Social Security / Tax I.D. Number*

\_\_\_\_\_  
*Date*

X *Al Sochor* Enterprise Marketing Corp.  
*General Agent Printed Name and Signature*  
*(Direct Upline)* MC00040314

\_\_\_\_\_  
*Date*

**COMBINED INSURANCE COMPANY OF AMERICA**

By:  
It's:  
Date:

**GUARANTEE BY OFFICERS OR PARTNERS**

If the Agent is a corporation or partnership, each of the undersigned, in consideration of the Company executing this Contract, represents to the Company that the principal stockholders or partners of the Agency, with their percentage of interest in the total ownership of the Agency, are as follows, and does hereby personally and severally guarantee the performance of all terms, liability and responsibility for any default in such terms, conditions, covenant, and/or amendments.

Signature: X \_\_\_\_\_ Title: \_\_\_\_\_ % Interest \_\_\_\_\_  
Signature: X \_\_\_\_\_ Title: \_\_\_\_\_ % Interest \_\_\_\_\_  
Signature: X \_\_\_\_\_ Title: \_\_\_\_\_ % Interest \_\_\_\_\_  
Signature: X \_\_\_\_\_ Title: \_\_\_\_\_ % Interest \_\_\_\_\_

# COMBINED INSURANCE COMPANY OF AMERICA

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## HIPAA AGENCY CONTRACT PRIVACY ADDENDUM

### I. GENERAL PROVISIONS

**Section 1. Effect.** The terms and provisions of this Addendum are incorporated in and shall supersede any conflicting or inconsistent terms and provisions of the Contract to which this Addendum is attached, including all exhibits or other attachments thereto and all documents incorporated therein by reference (this "Agreement"), effective as of \_\_\_\_\_ (date). Any ambiguity in this Addendum shall be resolved to permit the Company to comply with the Privacy Standards.

**Section 2. Amendment.** Agent and the Company agree to amend this Addendum to the extent necessary to allow either Agent or the Company to comply with the Privacy Standards (45 C.F.R. Parts 160 and 164), the Standards for Electronic Transactions (45 C.F.R. Parts 160 and 162) and the Security Standards (45 C.F.R. Part 142) (collectively, the "Standards") promulgated or to be promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and other applicable federal or state regulations or statutes. Agent and the Company will fully comply with all applicable Standards and other applicable federal or state regulations or statutes and will amend this Addendum to incorporate any material required by the Standards, such regulations or statutes.

**Section 3. Definitions.** Capitalized terms used herein without definition shall have the respective meanings assigned to such terms in Part IV of this Addendum.

### II. OBLIGATIONS OF AGENT

**Section 1. Use and Disclosure of Protected Health Information.** Agent may use and disclose Protected Health Information only as required to satisfy its obligations under this Agreement, as permitted herein, or as required by law, but shall not otherwise use or disclose any Protected Health Information. Agent shall not, and shall ensure that its directors, officers, employees, contractors and agents do not, use or disclose Protected Health Information in any manner that would constitute a violation of the Privacy Standards if done by the Company, except that Agent may use Protected Health Information if necessary (i) for the proper management and administration of Agent, (ii) to carry out the legal responsibilities of Agent or (iii) to provide Data Aggregation services relating to the Health care operations of the Company. Agent hereby acknowledges that, as between Agent and the Company, all Protected Health Information shall be and remain solely the property of the Company, including any and all forms thereof developed by Agent in the course of fulfilling its obligations pursuant to this Agreement. Agent further represents that, to the extent Agent requests the Company to disclose Protected Health Information to Agent, such request is only for the minimum Protected Health Information necessary for the accomplishment of Agent's purpose.

**Section 2. Safeguards Against Misuse of Information.** Agent agrees that it will use all appropriate safeguards to prevent the use or disclosure of Protected Health Information other than pursuant to the terms and conditions of this Addendum.

**Section 3. Agent's Duty to Mitigate.** Agent agrees to mitigate to the extent practicable any harmful effect that is known to Agent of a use or disclosure of Protected Health Information by Agent in violation of this Addendum.

**Section 4. Reporting of Violations.** Agent shall, within five (5) days of becoming aware of any use or disclosure of Protected Health Information not provided for by this Addendum by Agent or any of its officers, directors, employees, contractors or agents, report such use or disclosure to the Company.

**Section 5. Agreements by Third Parties.** Agent shall enter into and maintain an agreement, with each agent and subcontractor that has or will have access to Protected Health Information, under which the agent or subcontractor is legally bound by the same restrictions with respect to Protected Health Information that apply to Agent pursuant to this Addendum.

**Section 6. Access to Information.** Within ten (10) days of a request by the Company for access to Protected Health Information about an individual contained in a Designated Record Set, Agent shall make available to the Company or, as directed by the Company, to the individual, such Protected Health Information. In the event any individual requests access to his or her Protected Health Information directly from Agent, Agent shall within two (2) days forward such request to the Company. Any denials of access to the Protected Health Information requested shall be the responsibility of the Company.

**Section 7. Availability of Protected Health Information for Amendment.** Within thirty (30) days of receipt of a request from the Company for the amendment of an individual's Protected Health Information or a record regarding an individual contained in a Designated Record Set, Agent shall provide such Information to the Company for amendment and incorporate any such amendments in the Protected Health Information as required by 45 C.F.R. § 164.526. Any denials of requested amendments shall be the responsibility of the Company.

**Section 8. Documentation of Disclosures.** Agent agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required of the Company to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

**Section 9. Accounting of Disclosures.** Within thirty (30) days of receipt of notice from the Company that it has received a request for an accounting of disclosures of Protected Health Information, other than disclosures excepted under 45 C.F.R. § 164.528 (a), Agent shall provide to the Company the information in Agent's possession that is required for the Company to make the accounting required by 45 C.F.R. § 164.528 (b) and (c). At a minimum, Agent shall provide the Company with the following information for each disclosure; (i) the date of the disclosure, (ii) the name of the entity or person who received the Protected Health Information and, if known, the address of such entity or person, (iii) a brief description of the Protected Health Information disclosed, and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. In the event an individual's request for an accounting is delivered directly to Agent, Agent shall within two (2) days forward such request to the Company. Agent hereby agrees to implement an appropriate recordkeeping process to enable it to comply with the requirements of this section.

**Section 10. Availability of Books and Records.** Agent hereby agrees to make its internal practices, books and records including policies and procedures relating to the use and disclosure of Protected Health Information available to the Secretary for purposes of determining the Company's compliance with the Privacy Standards.

**Section 11. Indemnification.** Agent hereby agrees to indemnify and hold the Company, its employees, officers and directors harmless from and against any and all liability, payment, loss, cost, expense (including reasonable attorneys' fees and costs), or penalty incurred by Company, its employees, officers or directors in connection with any claim, suit, or action asserted against such entity or person resulting from the failure to fulfill any obligation of this Addendum by Agent, its agents or subcontractors.

**Section 12. Insurance.** The Company strongly encourages each Agent to obtain and maintain during the term of this Agreement liability insurance covering claims based on a violation of the Standards or any applicable state law or regulation concerning the privacy of Health information and claims based on its obligations pursuant to Section 9 of Part II of this Addendum in an amount not less than an amount sufficient to indemnify the company in the event of a breach. Such insurance should be in the form of occurrence based coverage and should name the Company as an additional named insured.

**Section 13. Notice of Request for Data.** Agent agrees to notify the Company within five (5) business days of Agent's receipt of any request, subpoena, or judicial or administrative order to disclose Protected Health Information. To the extent that the Company decides to assume responsibility for challenging the validity of such request, subpoena or order, Agent agrees to cooperate fully with the Company in such challenge.

**Section 14. Injunction.** Agent hereby agrees that the Company will suffer irreparable damage upon Agent's breach of its obligations under this Addendum and that such damages shall be difficult to quantify. Agent hereby agrees that the Company may file, and Agent will not contest, an action for an injunction to enforce the terms of this Addendum against Agent, in addition to any other remedy the Company may have.

### III. TERMINATION OF AGREEMENT WITH AGENT

**Section 1. Termination Upon Breach of Provisions Applicable to Protected Health Information.** Any other provision of this Agreement notwithstanding, this Agreement may be terminated by the Company upon five (5) business days prior written notice to Agent in the event that Agent materially breaches any obligation of this Addendum and fails to cure the breach within such five (5) day period; provided, however, that in the event that termination of this Agreement is not feasible, in the Company's sole discretion, Agent hereby acknowledges that the Company shall have the right to report the breach to the Secretary.

**Section 2. Return or Destruction of Protected Health Information upon Termination.** Upon termination of this Agreement, Agent shall either return to the Company or destroy all Protected Health Information which Agent then maintains in any form. Agent shall not retain any copies of the Protected Health Information. Notwithstanding the foregoing, to the extent that the Company agrees that it is not feasible for Agent to return or destroy any Protected Health Information, the provisions of this Addendum shall survive termination of this Agreement and Agent shall limit any further uses and disclosures of such Protected Health Information to the purpose or purposes which make the return or destruction of such Protected Health Information infeasible.

**Section 3. The Company's Right of Cure.** The Company shall have the right to cure, at the expense of Agent, any breach of Agent's obligations under this Addendum. The Company shall give Agent notice of its election to cure any such breach and Agent shall cooperate fully in the efforts by the Company to cure Agent's breach. Agent shall pay for such services of the Company within thirty (30) days of receipt of the Company's request for payment.

**Section 4. Transition Assistance.** Following the termination of this Agreement for any reason, Agent agrees to provide transition services for the benefit of the Company, including the continued provision of its services required under this Agreement until notified by the Company that another provider of services is able to take over the provision of such services and the transfer of the Protected Health Information and other data held by Agent related to its services under this Agreement has been completed.

### IV. DEFINITIONS FOR USE IN THIS ADDENDUM

**"Data Aggregation"** shall mean the combining of Protected Health Information by Agent with the Individually Identifiable Health Information created or received by Agent in its capacity as a business associate of another covered entity to permit data analyses that relate to the Health care operations of the Company and the other covered entity.

**"Designated Record Set"** shall mean the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for the Company, or any other group of records maintained by or for the Company and used, in whole or in part, by or for the Company to make decisions about individuals. As used herein the term "record" means any item, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for the Company.

**"Individually Identifiable Health Information"** shall mean information that is a subset of Health information, including demographic information collected from an individual, and (i) is created or received by a Health care provider, Health plan, Health care clearinghouse (as those terms are defined in the Privacy Standards), or employer; and (ii) relates to the past, present, or future physical or mental Health or condition of an individual; the provision of Health care to an individual; or the past, present or future payment for the provision of Health care to an individual; and (a) identifies the individual, or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

**"Privacy Standards"** shall mean the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Parts 160 and 164.

**"Protected Health Information"** shall mean Individually Identifiable Health Information transmitted or maintained in any form or medium that Agent creates or receives from or on behalf of the Company in the course of fulfilling its obligations under this Agreement. "Protected Health Information" shall not include (i) education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. §1232g, and (ii) records described in 20 U.S.C. §1232g(a)(4)(B)(iv).

**"Secretary"** shall mean the Secretary of the United States Department of Health and Human Services. Except as specifically amended hereby, the Agreement shall remain in full force and effect.

With my signature, I acknowledge receipt of and agree to the terms of the Agent Privacy Addendum received from Combined Insurance Company of America.



Agent Signature

Date



Combined Insurance Company of America  
Administrative Office  
PO Box 14207  
Clearwater, FL 33766-4207  
FAX: 855-278-9329

### Check Deposit Authorization

I, the undersigned, do hereby authorize Combined Insurance Company of America and its affiliates to deposit my check as indicated below. This authority is to remain in full force and effect until Combined Insurance Company and its affiliates has received notification in writing from me of its termination in such time and in such manner as to afford Combined Insurance Company of America and its affiliates a reasonable opportunity to act on it. In no event shall it be effective with respect to entries processed prior to receipt of notice of termination.

I understand, this is not an assignment of commissions. 1099's will continue to be issued to the commission owner.

**A VOIDED CHECK MUST BE ATTACHED TO VERIFY ACCOUNT NUMBER.**

New or  Change Account

*(check one)*

Name of Bank \_\_\_\_\_

Bank Routing Number \_\_\_\_\_

Checking Account No. \_\_\_\_\_

or

Savings Account No. \_\_\_\_\_

Is This Electronic Deposit For:

Company or  Individual

*(check one)*

Printed Name \_\_\_\_\_

Signature  \_\_\_\_\_

Tax ID or Social Security Number \_\_\_\_\_

**PLEASE REMEMBER TO ATTACH A VOIDED CHECK TO VERIFY ACCOUNT NUMBER**

Form **W-9**  
(Rev. January 2011)  
Department of the Treasury  
Internal Revenue Service

### Request for Taxpayer Identification Number and Certification

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

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required):  Individual/sole proprietor  C Corporation  S Corporation  Partnership  Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, B=S corporation, P=partnership) ▶  Exempt payee

Other (see instructions) ▶

Address (number, street, and apt. or suite no.) Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

#### Part I Taxpayer Identification Number (TIN)

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

Social security number								

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


Employer identification number								

#### Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person 

Date ▶

#### General Instructions

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

#### Purpose of Form

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

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

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

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

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

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

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