



www.GordonMarketing.com / (800)388-8342

Attach a copy of your license and E&O

License Number: _____ Exp Date: _____

E&O Carrier: _____ Exp Date: _____

****Voided check is required for commission payments**

Appointment Personal Information

Individual Information (All Individual Information fields required for all Appointment Applications)				
Legal Name (As name appears on Individual Resident State Insurance License)				
Last:		Middle:		First:
Social Security Number	Birth Date (MM/DD/YYYY)	Alias/Other Names		
Resident Address				
City		State	County (FL only)	Zip
Resident Phone Number		Business Phone Number		Fax Number
Email Address				
Appointment Type: <input type="checkbox"/> Individual OR <input type="checkbox"/> Corporation		This must match information provided on the Agreement and W 9.		
Mailing Preference: <input type="checkbox"/> Residential OR <input type="checkbox"/> Business		If applying as an individual, but prefer mail be delivered to your business, fill in the Business Address section below.		
If Applying as a Corporation, the following information is also required. (You must be a Principal of the Corporation to Apply)				
Corporation Name			Principal	
Corporate Tax ID			Business Phone	
Business Address				
City		State	County	Zip
Errors and Omissions Coverage (\$1,000,000 per occurrence or \$1,000,000 annual aggregate required.)				
AN ACTIVE POLICY DECLARATION PAGE WITH YOUR NAME LISTED AS THE COVERED ENTITY MUST BE ATTACHED.				
Name of Carrier		Expiration Date		Policy #

Resident License State: _____ **License Number:** _____

Non-Resident License State(s): _____ **License Number(s):** _____

(Please attach a copy of your resident & non-resident licenses)

**INDEPENDENT MEMBER REPRESENTATIVE SERVICES AGREEMENT
(FOR HEALTH CARE SHARING)**

This **INDEPENDENT MEMBER REPRESENTATIVE SERVICES AGREEMENT** dated as of the _____ day of _____, 20____ and between:

_____ a Texas Corporation, (hereinafter "Company") at

and

INDEPENDENT MEMBER REPRESENTATIVE, with a business address as set forth on the below:

WITNESSETH:

WHEREAS the purpose of this Agreement is to set forth the objectives, obligations and responsibilities essential to the relationship between Company and the Independent Member Representative operating as an independent representative of Company in order to provide Authorized Company Products to customers of Company at the Location.

NOW, THEREFORE for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Appointment**: During the Term, Company hereby appoints the Independent Member Representative as its Member Representative for the purpose of selling only Authorized Company Products pursuant to (a) the application processing guidelines, standards and rules of Company (b) any other guidelines, rules and policies of Company, (c) any applicable state and Federal laws and regulations, including those of the Internal Revenue Service and any other applicable laws and regulations of Texas, the United States and any other applicable jurisdiction. The Independent Member Representative hereby accepts such appointment.

2. **Non-Exclusivity of Services and Exclusivity of Location**: The parties agree that during the Term the Independent Member Representative shall be permitted to provide insurance and financial services in addition to the Authorized Company Products. The parties agree that the Independent Member Representative shall be authorized to provide Authorized Company Products solely at the Location(s).

3. **Independent Member Representative Expenses**: Independent Member Representative will be solely responsible for payment of Independent Member Representative's Location expenses, costs, overhead, rent, utilities, salaries, wages and benefits of the employees of Independent Member Representative. The parties agree that all costs or bills of the Independent Member Representative, including but not limited to rent, utilities, phone, faxes, postage and other overhead costs, shall be paid by Independent Member Representative as

required by such vendor or otherwise. Company will have no obligation whatsoever to reimburse or pay Independent Member Representative for any such expenses, costs, overhead, rent, utilities, salaries, wages and benefits and other amounts of Independent Member Representative.

4. No Authorization to Alter Company Documents: Independent Member Representative shall have no right and shall not be authorized to make, alter, vary or discharge any Company documents of the Authorized Company Products, to extend the time for payment of contributions, to waive or extend any time periods relative to the Authorized Company Products obligation or condition, or to incur any liability on Company's behalf, unless Company shall have given Independent Member Representative specific written authorization by the Company's Board of Directors. The parties agree that the Independent Member Representative shall distribute to the customer such documentation as approved by Company each and every time a customer enrolls in any Authorized Company Product under this Agreement. Furthermore, the Independent Member Representative agrees each and every time to fully and comprehensively explain to the customer all of the details of the Authorized Company Product each and every time there is a sale or an attempted sale of same, and to always explain that **THIS IS NOT INSURANCE**, when discussing the Authorized Company Product.

5. Intellectual Property and Trade Name of Company or Client: Solely during the term of this Agreement, Company agrees to grant to Independent Member Representative a limited, revocable license to use certain trademarks, service marks and copyrights of Company AND ITS Client, Altrua Ministries d/b/a Altrua HealthShare, which Company may authorize from time to time. All Company trademarks, service marks and copyrights shall remain at all times the sole and exclusive property of Company or its Client. Independent Member Representative shall have no right to sublicense, alter, modify, make any filing or otherwise combine with other marks the Company or Client trademarks, service marks and copyrights. Under no circumstances shall Independent Member Representative use Company's or Client's name in its business name, nor shall Independent Member Representative make any filing or recordation of the Company or Client name with any county, state, federal or other agency.

6. Manuals, Supplies and Materials: From time to time, Company may furnish certain manuals, supplies, materials and other items relating to the Authorized Company Products. The parties agree that any of such Company supplies, materials and other items which Company furnishes to Independent Member Representative shall remain Company's sole and exclusive property and which shall be returned to Company when requested by Company or at the termination of this Agreement for any reason. Independent Member Representative shall not alter, revise, modify or change any such manuals, supplies, materials and other items.

7. GA System: From time to time, during the Term, Company may furnish and permit Independent Member Representative to use Company's GA System, which it owns or licenses, for purposes of the sale of the Authorized Company Products. Independent Member Representative is hereby granted a limited, revocable license to use the GA System, but solely at the Location and solely for Authorized Company Products. Independent Member Representative agrees that the GA System is the sole and exclusive property of Company or its licensor and shall not tamper with, change, adjust, modify, reverse engineer, de-compile

or otherwise alter the GA System. Any violation of this Section shall be an Event of Default not subject to cure.

8. Training and Certification: Independent Member Representative shall at all times during the term of this Agreement stay fully trained and knowledgeable regarding the Company Authorized Products (including without limitation any and all revisions) and regarding all applicable law and regulations. The parties that this shall include providing documentation of all active and terminated Member Representatives conducting business on behalf of the Independent Member Representative (to be submitted quarterly or periodically as determined by Company) with confirmation that all active Member Representatives are properly trained and knowledgeable regarding the Company Authorized Products. All costs, expenses and fees relating to such training shall be the sole and exclusive responsibility of Independent Member Representative.

9. Compliance: Independent Member Representative will comply with all Company policies communicated to Independent Member Representative and with all local, state, or federal laws or regulations related to the sale or service of Authorized Company Products, including, but not limited to those prohibiting discrimination based upon race, national origin, ethnic background, creed, age, sex, disability, or any other unlawful discrimination.

10. Records and Expirations: Except as otherwise provided herein or except as provided in any agreement between the insurance carrier and Company, the parties agree that the ownership of book of business, records, work product, and expirations of any Authorized Company Products shall, solely during the term of this Agreement, be controlled by the Independent Member Representative, but shall remain the sole and exclusive property of Company. Independent Member Representative shall at all times promptly account for and pay for and continue to pay over all the monies for which Independent Member Representative may be or may become liable to Company. Independent Member Representative shall comply with each and every provision of this Agreement regarding its obligations concerning its performance and payment obligations. Any amount owed to Company under this Agreement which is not paid on time or otherwise pursuant to this Agreement shall constitute a lien, security interest and encumbrance against the assets of the Independent Member Representative related to the Company-related records, funds, Memberships, and the expirations of the Authorized Company Products. Upon an Event of Default or the Termination or cancellation of this Agreement by the Independent Member Representative for any reason whatsoever, the parties agree that all such records, work product and expirations related to the Authorized Company Products shall be returned to and shall remain the sole and exclusive property of Company. Upon an Event or Default or in the event of a termination or cancellation of this Agreement by either party for any reason, the Independent Member Representative agrees that copies of all such records, work product and expirations related to the Authorized Company Products during the term of this Agreement will be immediately provided to Company in order for Company to handle claims (needs), to manage coverage and renewals and for other underwriting purposes.

11. Use of Records and Expirations: During the term of this Agreement, Company shall have the right to use any and all records of Independent Member Representative, including without limitation any expirations or submissions relating to the Authorized Company Products for the service, claims, member application process or renewal of the Authorized Company Products.

12. **No Needs Adjustment Authority:** The Independent Member Representative agrees, without fail and without exception, to actively and proactively encourage customers to file any claims (needs) or complaints with Company directly and not with the Independent Member Representative. The parties agree that Independent Member Representative shall have no authority to adjust needs relating to the Authorized Company Products. If a loss is reported to Independent Member Representative, Independent Member Representative agrees to immediately report it to the Company's Needs Processing Department. At the time of sale of any Authorized Company Products by Independent Member Representative, Independent Member Representative agrees to give all applicants instructions to contact Company's Needs Processing Department directly to report a loss or do so at altruhealthshare.org. Further, Independent Member Representative agrees that any legal documentation received from insureds (including suits or other legal papers) must immediately be sent and faxed to Company.

13. **Errors and Omissions Policy and Indemnity** During the term of this Agreement, Independent Member Representative shall maintain an Errors and Omissions policy of insurance with minimum limits of \$300,000 (or such future limits as Company may require in the future by giving Independent Member Representative written notice) with an insurer acceptable to Company. The deductible for such insurance shall have no deductible higher than \$2,500. Independent Member Representative agrees that a copy of an effective Errors and Omissions policy shall be submitted to Company at the signing of this Agreement but no later than the commencement of Independent Member Representative's operations. Upon expiration or lapse of the Errors and Omissions policy, Independent Member Representative shall provide proof of renewal within 24 hours of expiration, provided that there shall be no lapse between policies. Any failure to provide and maintain such Errors and Omissions Policy shall be an immediate Event of Default. In addition to such errors and omissions policy, Independent Member Representative will indemnify and hold Company Indemnitees harmless from and against Losses arising from any error or omission, failure by Independent Member Representative to comply with Company's rules and regulations from time to time, failure to comply with any policy or procedure, failure to comply with any law or regulations relating to insurance or otherwise, failure to remain properly trained as required by this Agreement, failure to comply with any Company application, guidelines, or other requirements, and/or breach of this Agreement. This indemnity shall survive the termination, expiration, cancellation or rescission of this Agreement.

14. **Commissions:** Provided that Independent Member Representative has not breached this Agreement or an Event of Default shall not have occurred, Company will pay commissions to Independent Member Representative for sales of the Authorized Company Products on a per Member sold basis, as shown on the attached **Exhibit A**-Commission Schedule, which commissions shall be based on net collected contribution. Company may change the **Exhibit A**-Commission Schedule(s) at any time by giving Independent Member Representative not less than 30 days' prior written notice. The parties agree that the change in the **Exhibit A**-Commission Schedule(s) will apply to Memberships written or effective on, or after, the date specified in the notice. Independent Member Representative agrees to refund to Company commissions paid on canceled Authorized Company Products, and when there are reductions in contributions for any Authorized Company Products, at the same rate Company paid for those commissions to Independent Member Representative. At the option of Company, the parties agree that Company may offset any commission due Independent

Member Representative from Company against any other balance owed by Independent Member Representative to Company.

15. **Contribution Requests (CR)--Company's Responsibilities:** The parties agree that for Authorized Company Products for which Company sends CR to Members directly, Company will (a) indicate Independent Member Representative's name prominently on all releases, (b) send CR to the Member or payor directly for all contributions due Company, (c) be responsible for collection of direct sent CR following Independent Member Representative's collection of any initial CR; (d) produce a monthly commission statement; and (e) pay commissions to Independent Member Representative in a timely manner but not later than the last calendar day after the end of the prior calendar month.

16. **(CR)--Independent Member Representative's Responsibilities:** The parties agree that for Authorized Company Products Independent Member Representative will (a) collect and remit any and all fees and CR payments that Company requires; (b) remit to Company any CR that Independent Member Representative receives without deducting any commission; (c) return commissions paid by Company on CR that Company does not collect at the same rate at which such commissions Company repaid to Independent Member Representative; and (d) waive any right to a commission on contributions due on memberships once Member ceases paying contributions for two consecutive months.

17. **General (CR) Provisions:** Independent Member Representative agrees to execute **Exhibit B** and **Exhibit C**, attached hereto and made an integral part hereof. Independent Member Representative shall at all times hold all funds Independent Member Representative collects or receives on our behalf of Company in a fiduciary capacity. Independent Member Representative agrees that such fiduciary funds shall be available for Company by the next business day of production. Independent Member Representative will deliver such funds to Company according to the terms of this Agreement. Until Company receives such fiduciary funds, Independent Member Representative shall remain fully responsible for their safety and bear the total risk of loss. Independent Member Representative will follow all instructions that Company gives with respect to the funds Independent Member Representative hold on Company's behalf.

18. **Intentionally Omitted:**

19. **Intentionally Omitted:**

20. **Intentionally Omitted:**

21. **Accounting:** For any contributions received by Company from Independent Member Representative, Company will give Independent Member Representative an accounting and pay Independent Member Representative any amount Company receives, net of all expenses incurred by Company (including any collection expenses), which exceeds the contributions or indebtedness Independent Member Representative owes to Company. If Company does not recover sufficient funds to offset all amounts that Independent Member Representative owes Company pursuant to this Agreement, Independent Member Representative shall be fully responsible to Company for any unpaid amounts. In the exercise of Company's right to collect any indebtedness due Company, Company shall always have the right to use and control of such expirations of the Authorized Company Products.

22. Application Processing Guidelines: The parties agree that Company's application processing guidelines for its Authorized Company Products are an integral part of this Agreement, and Independent Member Representative agrees to comply with such application processing guidelines strictly. The parties agree that the application processing guidelines will be binding upon Independent Member Representative and Company will distribute them to Independent Member Representative in digital or written form (and as amended by Company from time to time). At any time, the parties agree that Company may change or alter any application processing guidelines. All updated guidelines will be published and provided to Independent Member Representative in digital or written form, and Independent Member Representative shall comply with such changed or altered application processing guidelines for its Authorized Company Products.

23. Scan to Cloud: The parties agree that for Authorized Company Products Independent Member Representative will upload all files within 48 hours of each transaction and upload files by transaction type (i.e. New Application, Amendment, Lapse, etc.) such that each file shall not contain multiple transaction types.

24. Voluntary Termination: At any time (provided such party shall not be in default of this Agreement) and upon giving not less than at least 30 days' prior written notice, either party to this Agreement may terminate this Agreement for any reason or for no reason. Upon the occurrence of a voluntary termination event, Independent Member Representative shall immediately transfer to Company or Company's designated Member Representative all manuals, software, websites, programs, confidential and non-confidential business information, materials, items and documents in connection with the Authorized Company Products as well as all the original records, expirations and Memberships of all customers with any Authorized Company Product. Upon the effective termination of this Agreement, Independent Member Representative shall cease all use of the Company name and all use of Company's intellectual property in any respect and in any medium.

25. Event of Default: Upon the occurrence of an Event of Default by Independent Member Representative, Company shall give Independent Member Representative not less than five (5) business days' notice of termination, and Company shall have the right to (a) terminate this Agreement, (b) seek damages, attorney's fees, costs and other amounts from Independent Member Representative arising from such Event of Default, (c) suspend all placing of business, renewal or other activity relating to the Authorized Company Products, (d) seek an injunction against Independent Member Representative, (e) cease the payment of all or any part of the commissions (or reduce the rate to any rate (even 0%), as determined by Company) or other amounts to Independent Member Representative (to the extent permitted by law) or (f) pursue any other remedy, action, suit, defense or other matter available pursuant to this Agreement or at law or at equity.

26. Effects of Termination: In addition to Section 24 hereof, upon the termination of this Agreement, all authority of Independent Member Representative under this Agreement and with respect to the Authorized Company Products shall cease. The parties agree that Company will not pay Independent Member Representative commission on any Memberships of Authorized Company Products unless the Termination is voluntary. In the event this Agreement is terminated or Independent Member Representative's authority is withdrawn due to a breach of this Agreement or an Event of Default, Company will no longer pay any commission whatsoever to Independent Member Representative. Alternatively, in

case of termination of this Agreement by either party, Company reserves the right to reduce to zero or lower the commissions' percentage after termination on any renewal business related to the Authorized Company Products. In the event Independent Member Representative has not properly paid Company contributions or other indebtedness for which Independent Member Representative is liable or if Independent Member Representative is in any respect in breach of this Agreement or causes an Event of Default to occur, Independent Member Representative, without limiting any remedies or action Company may take against Independent Member Representative, hereby grants Company a first priority security interest in and to assets of Independent Member Representative relating to any monies to be paid to Company or paid under and relating to such Company expirations of the Authorized Company Products and hereby appoints Company as Independent Member Representative's attorney-in-fact to execute and file any form, financing statement, or other document necessary to perfect the security interest; and Independent Member Representative shall remain liable for the entire balance of such indebtedness until sufficient funds to discharge the full indebtedness have been paid to Company. At all times Company solely and exclusively owns all of the expirations of the Authorized Company Products. Upon an Event of Default all books and records shall be immediately delivered to Company, failing which Independent Member Representative shall be fully liable for all legal fees, costs and expenses, as well as any losses regarding such Authorized Company Products.

27. Indemnification: Independent Member Representative will indemnify and hold Company Indemnitees harmless from and against Losses arising from: (a) Independent Member Representative's error or omission in preparing, processing, billing or servicing any membership or endorsement, except to the extent that Company caused, contributed to, or compounded such error; (b) Independent Member Representative's actual or alleged failure to comply with the requirements of the Fair Credit Reporting Act, Federal Truth in Lending Law, Fair Credit Billing Act, Federal and state privacy laws where Independent Member Representative failed to use forms supplied by Company, or failed to follow instructions or procedures established by Company, except to the extent that Company caused contributed to or compounded such failure; (c) any action of Independent Member Representative's failing to properly use forms supplied by Company, or failing to follow instructions or procedures established by Company, including forms, instructions or procedures related to the use of Company's process on new or renewal business, except to the extent that Company's failure to follow such forms, instructions, or procedures caused, contribute to, or compounded such damages; or (f) any breach by Independent Member Representative (or any Event of Default) of this Agreement. This indemnity shall survive the termination, expiration, cancellation or rescission of this Agreement.

28. Safeguarding Members' Information: During the Term and thereafter, the Independent Member Representative shall safeguard and protect any and all insured/customer information in connection with the Authorized Company Products. This obligation of Independent Member Representative includes any and all regulations required by applicable Federal and State law and regulations, as well as the provisions of this Agreement.

29. Advertising Standards and Requirements: During the Term and thereafter, the Independent Member Representative shall comply with any and all Federal and state advertising standards and requirements in connection with the Authorized Company

Products. This obligation of Independent Member Representative includes any and all regulations required by applicable Federal and State law and regulations, including without limitations those required by the any Department of Insurances. Any advertising shall also require the prior approval of Company; which approval shall not be unreasonably withheld.

30. **Records Retention Period:** The Independent Member Representative agrees to fully comply with any and all records retention periods as required by applicable Federal law and regulations, including without limitation those of the Internal Revenue Service, in connection with the Authorized Company Services. Independent Member Representative agrees to retain all application and related documents as required by law for the requisite period of time that the law requires, 10 years plus one. This includes, but is not limited to, any original signed application and other information pertaining to the Authorized Company Products that are pertinent to the application and the rate charged or electronic or other copies of the foregoing at Company's discretion.

31. **Ethics Standards:** The Independent Member Representative agrees to fully comply with any and all ethics standards as required by applicable Federal (including without limitation those of the Internal Revenue Service) and law and regulations in connection with the Authorized Company Products.

32. **Expenses:** Independent Member Representative agrees to be fully responsible for any and all expenses, costs, supplies, utilities and other amounts in connection with this Agreement, except as expressly provided in this Agreement.

33. **Term:** The parties agree that this Agreement shall commence on the Commencement Date and shall terminate at the end of a five year Term, unless earlier terminated for any reason set forth in this Agreement. This Agreement may be extended at any time by written amendment to this Agreement.

34. **Confidentiality:** Each party (the "Receiving Party") shall at all times keep confidential and secret any of the other party's (the "Disclosing Party") business and other information (the "Confidential Information"). The following information shall not be confidential under this Section (i). at the time of disclosure to Receiving Party was known to Receiving Party without restriction on disclosure; or (ii). is publicly known or is later made public through no wrongful act of Receiving Party; or (iii). is independently developed by Receiving Party; or (iv) is received by Receiving Party free of restriction on disclosure from another source having the right to so furnish such Confidential Information; or (v) is required to be disclosed by subpoena, decree, order, governmental investigation or judicial action provided the Receiving Party shall notify the Disclosing Party of such possible disclosure so that Disclosing Party or Receiving Party may seek a protective order or other protection of the Confidential Information; or (vi) is approved for disclosure in writing by Disclosing Party. This Section shall survive indefinitely.

35. **Exclusion of Liability in Favor of Client:** Independent Member Representative agrees and acknowledges that Company is the managing administrator for its client, a health care sharing ministry with which Company deals or acts as a general managing Member Representative for any of the Authorized Company Products. In connection with any Authorized Company Products, Independent Member Representative agrees that the Independent Member Representative shall have no claim or cause of action whatsoever

against any such client, and Independent Member Representative shall look solely to Company or any responsible party or person for any and all expenses, costs, causes of action and damages, including, but not limited to, extra-contractual obligations, arising in any manner from actions or inactions by Independent Member Representative or Company relating to this Agreement. This Section shall survive the termination of this Agreement.

36. **Force Majeure**: Upon the occurrence of a Force Majeure Event, the parties agree that no default or liability for non-compliance necessarily occasioned thereby during the continuance thereof shall exist or arise, other than accrued payment obligations by either party, which obligation shall not be excused by a Force Majeure Event. Force Majeure will not extend or waive a default or non-compliance under this Agreement beyond a thirty (30) day period. Should such Force Majeure Event continue beyond thirty (30) days, either party may terminate this Agreement, provided that any accrued obligations prior to such Force Majeure Event and any provisions which are expressly stated to survive termination of the Agreement.

37. **Insurance**: At all times during the Term, Company strongly recommends Independent Member Representative should obtain and maintain general liability, casualty and property insurance, as well as workers' compensation insurance in connection with its operations with reputable insurance companies and with reasonable deductibles.

38. **Miscellaneous**.

(a) **No Assignment**: Independent Member Representative may not assign, delegate, subcontract or transfer this Agreement, or any benefit or right under this Agreement, unless Company shall have given Independent Member Representative prior written consent, which consent may be withheld at the discretion of Company.

(b) **Audit Rights**: Company have the right to audit Independent Member Representative's books and records upon notice from Company to Independent Member Representative, during regular business hours, wherever such books and records are or may be kept. Independent Member Representative agrees to respond to our request regarding information contained within said files immediately (a) but not longer than three (3) business days for underwriting audits and copies of files and (b) but not longer than four (24) hours for claims and other requests by Company. A failure to comply to produce such files within such period or periods of time shall automatically be a material breach of this Agreement.

(c) **Management or Ownership Change**: Independent Member Representative agrees to notify us, in writing, of a change in Independent Member Representative's owners and/or Independent Member Representative's executive officers, Independent Member Representative's legal status, Independent Member Representative's name or Independent Member Representative's address within 5 business days of the date of the change.

(d) **Entirety**: This Agreement constitutes the entire agreement and understanding between the parties hereto and terminates and supersedes any prior Agreement or understanding relating to the subject matter hereof.

(e) **Amendments:** Except as expressly provided herein, none of the provisions of this Agreement may be modified, amended, or changed nor can they be waived, except in writing signed by both parties, and there are no representations, promises, agreements, warranties, covenants or undertakings other than those contained herein.

(f) **New Company Agreement:** From time to time and by notice from Company to Independent Member Representative, this Agreement may be replaced by a successor agreement as prepared and approved by Company to apply to all similarly situated Independent Member Representatives. Upon receipt of such notice, the Independent Member Representative agrees promptly to execute and deliver such successor agreement as reasonably required by Company.

(g) **Personal Rights:** This Agreement and any rights herein granted are personal and shall not be assigned, sublicensed, or encumbered without Company's prior express written approval which may be withheld in Company's sole discretion. Company shall be entitled to assign its rights hereunder to any other party.

(h) **Waiver:** The failure of either party to enforce, or the delay by either party in enforcing, any of its rights shall not be deemed a continuing waiver or a modification of this Agreement.

(i) **Relationship of Parties:** Except as provided herein, nothing herein contained shall be construed to place the parties in the relationship of partners, joint venture, or Member Representatives, and neither party shall have the power to obligate or bind the other in any manner whatsoever.

(j) **Invalidity:** If any part of this Agreement shall be declared invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity of the balance of this Agreement.

(k) **Headings:** The headings of the Sections are for convenience only and in no way limit or affect the provisions hereof.

(l) **Creditworthiness:** From time to time and at the request of Company, Independent Member Representative shall provide to Company reasonable and sufficient evidence that the Independent Member Representative is creditworthy and solvent and any other assurance to Company that the financial condition of Independent Member Representative is sound, as well as to assure compliance with the terms of this Agreement.

(m) **Additional Agreements:** Independent Member Representative hereby agrees to sign, implement, deliver and other fully cooperate with Company in connection with any Additional Agreements. Independent Member Representative agrees to comply with all of the terms, conditions and other provisions of the Additional Agreements, all of which are incorporated herein by reference and made an integral part hereof.

(n) **Legal Notices:** Legal notices under this Agreement shall be given to the Independent Member Representative at the address set forth in the Introduction above and to Company at the address set forth in the introduction above. Legal notices shall be sent via certified mail, return receipt requested, registered mail, by hand delivery, electronically or by overnight courier services (such as FedEx, UPS, etc.). Legal notices shall be valid upon the actual date of receipt by the addressee.

(o) **Governing Law:** This Agreement shall be interpreted and governed by the laws of the Texas, irrespective of its conflicts of laws, provisions or principles.

(p) **Venue:** This Agreement is being entered into in Travis County, Texas. In the event of a dispute regarding this Agreement, the parties agree that the venue shall be in Travis County, Texas (whether Federal or state courts and whether trial or appellate courts) unless such venue is waived in writing by both parties.

(q) **Forum: Choice of Law:** This Agreement shall be governed by and interpreted in accordance with the laws of Texas and applicable to agreements entered into and performed wholly within the state of Texas, and without regard to the Texas' conflict of law principles. Any unresolved dispute arising out of or in connection with this Agreement shall be submitted and subject to resolve by an Austin, Texas based licensed Mediation or Arbitration Company. Each of the parties to such mediation or arbitration agrees that any award of the mediator or arbitrator should be final, conclusive, and binding and that the parties should not contest any action by any other party thereto in accordance with the award of the mediator or arbitrator. In the unlikely event that the dispute is not resolved during mediation or arbitration, it shall be resolved by a court of competent jurisdiction in the state of Texas. Independent Member Representative expressly consents to the jurisdiction of the courts of the state of Texas and the Federal District Court for the state of Texas, and waive any objections or rights as to the forum non conveniens, lack of personal jurisdiction or similar grounds with respect to any dispute relating to this Agreement.

39. **Definitions:** As used herein, defined terms shall have the following meanings:

(a) **Authorized Company Products:** shall mean the Company health care sharing ministry membership products of Company's client or as determined by Company from time to time, during the Term or such other additional products and services of Company as shall be added pursuant to an amendment to this Agreement.

(b) **Commencement Date:** shall mean the date first above written.

(c) **Commission Schedule:** shall mean the commission schedule attached hereto as **Exhibit A**.

(d) **Earned Contributions:** shall mean all contribution collected by Company in connection with the Authorized Company Products, and not subsequently returned for whatever reason.

(e) **Event of Default:** shall mean one or more of the following events caused by or occurring to Independent Member Representative: (i) failure to remit any amount due as required by this Agreement or any policy or guideline of Company; (ii) failure to comply with any provisions of this Agreement or any other agreement entered into by Independent Member Representative; (iii) failure to maintain producer's license(s) or certificate(s) as required by any public authority; (iv) failure to maintain current Error and Omissions coverage; (v) failure to comply with application processing audit standards or to comply with the application processing guidelines set by Company; (vi) failure to comply with any and all applicable provisions of the insurance code of the state of the Location; (vii) failure to comply with the company guidelines or procedures or any audit requests; (viii) any criminal indictment, charge or conviction; (ix) any loss of license (either agency license or individual

license) required by this Agreement; (x) any bankruptcy, reorganization, or insolvency of Independent Member Representative; (xi) any loss of key personnel or management of Independent Member Representative; (xii) any lien, judgment, encumbrance or mortgage being filed against Independent Member Representative and/or attached to the assets of Independent Member Representative, including without limitation any of the expirations of the Authorized Company Products, except as expressly permitted by this Agreement; (xiii) failure to achieve less than a 75% Loss Ratio (or such other Loss Ratio or loss ratio as determined by Company, from time to time), or (xiv) commits any fraud, libel/slander against any Company Indemnitee, causes disrepute to Company or otherwise violates any business code of ethics applicable to the health industry.

(f) **Force Majeure Event**: shall mean strike, lockout, or other labor dispute, riot, war, rebellion, fire, earthquake, accident, or act of God, or any act of governmental or military authorities (foreign or domestic) or any other similar occurrence beyond the control of either party

(g) **Location**: shall mean the location to be filled in at the signature line of this Agreement, which location is where the Independent Member Representative shall operate its business selling Authorized Company Products.

(h) **Loss**: shall mean, for purposes of the definition of Loss Ratio, the total amount of any settlement, award, or judgment paid by Company pursuant to Member Guidelines or on which Company, on behalf of the Members, has become liable to pay including without limitation interest accrued prior to final judgment **less** all recoveries, salvages, and subrogation's which are actually recovered **plus** loss adjustment expense (calculated at a rate of 9.0% of earned premium).

(i) **Loss Ratio**: shall mean the total Loss divided by the Earned Contributions.

(j) **Losses**: shall mean all costs, damages, losses, penalties, fines, fees, costs of investigation, attorneys' fees, court costs, expert and advisor fees and other amounts whether or not arising, directly or indirectly, from any claim, suit, action, breach of agreement (including without limitation this Agreement), proceeding, arbitration, mediation, conciliation, investigation or other proceeding.


(k) **Company Indemnitees**: shall mean Company and each of its clients, subsidiaries, affiliates and parent companies, and each of their respective officers, directors, employees, contractors, Member Representatives, and insurers.

(l) **Term**: shall mean the period commencing from the Commencement Date and ending on the termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the day and year first above written.

By: _____
Name: _____
Title: _____

INDEPENDENT MEMBER REPRESENTATIVE: _____

By:  _____
Name: _____
Title: _____
Location: _____
(where Independent Member Representative does business in the Authorized Company Products)

Address for Legal Notices: (must be a street address)

EXHIBIT C

AS EARNED COMMISSION SCHEDULE

The parties agree to the following as Earned Commission Schedule in connection with the sale of Client Memberships (subject to the terms and conditions set forth in the main Agreement and below):

AS EARNED COMMISSIONS		
Commission Rate	Per Monthly Collected Contribution	Commission Rate
First 3 Years of Membership	Following the Second Monthly Collected Contribution	After Third Year of Membership
	Per each Client Membership enrolled where Membership includes the entire family if applicable	
IMR Agent: 6%		IMR Agent: 4%
Total*: ____%	*Total % to be paid either separately to IMR Agent, IMR Agency, and/or FMO, or through a Unified Payment Option if selected at Exhibit D hereto	*Total: ____%

The as Earned Commission Rate is payable only as otherwise provided for in this Agreement and following the end of the month after a first-time Member's second Monthly Contribution, where such Member results directly and initially from introduction to the Health Care Sharing Ministry (HCSM) by the IMR. Commissions are due only as provided for in the terms and conditions of this Agreement and shall be paid pursuant to directions provided at Exhibit E. Commissions less than \$25.00 are not payable and will be added to other Commissions, becoming payable once the cumulative amount reaches \$25.00. Any accumulated compensation amount less than \$25.00 within a 12-month period will be forfeited.

The parties agree on the following definitions for purposes of this Exhibit C:

AS EARNED COMMISSION shall mean the base Commission set forth in the above table, as applicable.

AS EARNED COMMISSION TABLE shall mean the commission table set forth above.

EARNED CONTRIBUTIONS is defined as all Monthly Contributions collected and not canceled or returned.

MONTHLY NET CONTRIBUTIONS shall mean the gross Monthly Contributions arising from the sale of Client Memberships received by CROWN attributable to IMR, less (a) terminated or rescinded Memberships and (b) other costs incurred by CROWN and includes all collected Contributions but excludes Application and Renewal Fees, Ministry Fees and Donations, Add-On Fees such as Height and Weight, Additional Family Members and includes all collected or returned Contributions from Members consisting of down-payments, payments, renewals, amendments, and cancellations. Any agency or administrative fee collected by the IMR from an applicant other than the Ministry Fee, the Application Fee (a one-time amount required for application to the Health Care Sharing Ministry), or the Contribution Amount is specifically prohibited in relation to any promotion or sale of Client Memberships. The parties agree that NO Agency/Administrative Fees shall be charged by IMR relative to enrolling members in the HCSM.

MINISTRY FEE shall mean the annual amount paid in support of the CROWN Client Ministry.

IMR Agent Initials ____ IMR Agency Initials ____ FMO Initials ____

by Company and includes all collected Contributions but excludes Application Fees and Ministry Fees, and includes all collected or returned Contributions from Members consisting of down-payments, payments, renewals, amendments, and cancellations.

"Ministry Fee" shall mean the annual amount paid to Company in support of the Ministry.

Commission Terms:

In the event of Termination, other than a Voluntary Termination, Commissions shall cease immediately and no longer be due and payable. Commissions shall continue to be paid for twelve (12) months only following a Voluntary Termination.

The parties agree that NO Agency/Administrative Fees shall be charged by Independent Member Representative relative to enrolling Members in the HCSM.

The parties further agree that if the Independent Member Representative with sales at any level incurs a loss ratio at, or above 75%, Company shall have the right to (a) terminate this Agreement for cause, or (b) reduce the Commission Rate to any amount by giving written notice to the Independent Member Representative.

Following the first six (6) months of this Agreement, the parties agree that if the Independent Member Representative achieves a Monthly Net Contribution below \$3,000 (and provided the Loss Ratio on the Commission Table is complied with) the Company may reduce the Commission Rate.

Loss ratios will be reviewed with Company during each month, each quarter and each year of this Agreement.

Loss ratio reports will be provided by Company to the Independent Member Representative as necessary or upon the Independent Member Representative's request.

Commissions are payable on Member referred memberships only after the first year of the "Help-A-Friend" membership. At the end of the first year of the "Help-A-Friend" membership, the Independent Member Representative shall receive the difference between the Commission which would have otherwise been earned, and the amount paid to the referring member.

Exhibit B

Automatic Commission Deposit Authorization

IMR Name: _____

Agency Code: _____

In connection with that certain Company Independent Member Representative Services Agreement between Independent Member Representative and Company (the "Agreement"), Independent Member Representative hereby authorizes Crown HealthShare Administrators, Inc. ("Company") to automatically credit Independent Member Representative's account for any commissions due Independent Member Representative from Company to the following account:

Bank Name: _____

City/State: _____

Routing Transit #: _____
(9 digits)

Account Number: _____

Independent Member Representative understands this Authorization for automatic deposits by Company shall remain in full force and effect unless and until such time as Independent Member Representative has given Company official legal notice to terminate the Agreement and deposits. Independent Member Representative further understands that all provisions of the current Commission Schedule (as set forth in the Agreement) shall remain the same (except as shall be amended as per the terms of the Agreement).

- Any changes made to the account mentioned above will require completion of new forms and voided check copies.

IN WITNESS WHEREOF, the parties agree to this document as of the date of the Company Independent Member Representative Services Agreement.

X

Authorized Independent Member Representative Signature

Date

Printed Name (Authorized Signature)

Title

Authorized Company Signature

Date

**Exhibit C
Audit and Other Items**

The Independent Member Representative agrees to the following:

- 1) Independent Member Representative will not backdate an application.**
- 2) Independent Member Representative will always provide the website address for Company and explain that all documents necessary are available on the website. The Independent Member Representatives shall not print or deliver their own items.**
- 3) The Independent Member Representative must insert payments into the GA system or call Company to do it for them.**
- 4) The Independent Member Representative must submit full amounts from customer (they cannot finance the contributions or fees themselves).**
- 5) The Independent Member Representative must properly explain the Health Care Sharing Ministry to customer. In addition, the Independent Member Representative must give all new customers instructions of how to reach Company.**
- 6) The Independent Member Representative will fully comply with the attached Application Processing Guidelines of Company and any future revisions thereto in effect from time to time.**

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) > _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) > _____ <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 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 line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-					

OR Employer identification number									
				-					


Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

Sign
Here

Signature of
U.S. person > 

Date > _____

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/irb.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1099-INT (interest earned or paid)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. 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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



Agent Policies and Procedures

This **Agent Policies and Procedures** ("Agreement"), effective as of the date subscribed below is entered into by and between Gordon Marketing, an Indiana corporation, with its offices located at 20236 Hague Road, Noblesville, IN 46062 and _____, an individual (the "Agent"), including the down line hierarchy of such Agent, if any. The Agent conducts business at the address set forth under such Agent's name on the signature page of this Agreement. Gordon Marketing and the Agent, in consideration of the premises and mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Gordon Marketing and the Agent, agree as follows:

1. Definitions.

- a. "Gordon Marketing Carrier" means any insurance company with which Gordon Marketing has contractually committed, either prior to or after the date of this Agreement, to recruit agents to market and sell insurance products on behalf of such insurance company and with which the Agent is not affiliated with through Gordon Marketing prior to the execution of the Agreement.
- b. Gordon Marketing is, and will be, a party to certain contracts with Gordon Marketing Carriers under which Gordon Marketing recruits, and will recruit, agents for such Gordon Marketing Carriers. The result of such recruiting may be a Carrier Selling Agreement. From time to time, Gordon Marketing Carriers, pursuant to a Carrier Selling Agreement, may advance commissions to the Agent, charge back commissions previously paid to the Agent, lend money to the Agent, or agree to other terms under which the Agent will become indebted to the Gordon Marketing Carrier ("Agent Indebtedness"). In addition to commissions paid by carriers, we may at times pay a bonus based on production. In cases where a bonus and/or override was paid out and the business does not stay in force for any reason during the first 12 months, Gordon Marketing retains the right to charge the agent/agency back 100% of the bonus that was attributable to that case and paid to the agency and/or any down line producer. All production bonus payments will be made by EFT only. This bonus arrangement can be discontinued by Gordon Marketing at any time on a per carrier basis or in its entirety.
- c. Gordon Marketing may, from time to time, be asked by the Gordon Marketing Carrier to guarantee an agent indebtedness or to repay, on behalf of the Agent, the Agent Indebtedness and Gordon Marketing and the Agent, in consideration of the premises and mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Gordon Marketing and the Agent agree as follows:

2. Repayment of Agent Indebtedness.

Gordon Marketing and the Agent agree that the Agent is responsible for the Agent Indebtedness (including any Agent Indebtedness arising from such Agent's down line hierarchy), that the Agent shall repay such Agent Indebtedness pursuant to the terms of the Carrier Selling Agreement or pursuant to any other agreement or arrangement between the Agent and the Gordon Marketing Carrier, and that in the event Gordon Marketing pays to the Gordon Marketing Carrier any amount of the Agent Indebtedness, the Agent shall reimburse Gordon Marketing for such amount within 30 days after receipt of notice from Gordon Marketing. **The Agent agrees to pay all costs of collection, including attorney fees, collection agency fees of 25% incurred by Company or its successors or assigns in collecting any Agent indebtedness.**

3. Independent Contractor.

The Agent agrees that the Agent will perform all services under this Agreement and the Carrier Selling Agreement as an independent contractor. Nothing in the Agreement or in any Carrier Selling Agreement will be deemed to create an employer-employee, partnership or joint venture relationship between Gordon Marketing and the Agent.

4. **In the event you acquire a debit with Gordon Marketing, signing this agreement allows us to vector your account after 60 days delinquency.**

5. Commissions Payment Audit.

Audit appeal requests may be submitted for policies effective in the previous 12 months only.

6. Fee Schedule.

If an audit has been requested and Gordon Marketing was found correct in their payment, a fee of \$35 per hour will be charged to the agent.

7. Photo Release.

I additionally grant Gordon Marketing the right to take, use, adapt, modify, reproduce, transmit, display, broadcast, publish, print, and disseminate, in any manner or medium, now known or later devised, my name, image, likeness and voice (hereinafter, my "Publicity Rights") for the purpose, including but not limited to, promoting and advertising Gordon Marketing and its services. If you do not wish to be included in any photo, please let us know in advance and we will exclude you.

8. Taxes.

Gordon Marketing will follow all IRS regulations and rules regarding trips and incentives. Per the IRS rules, all agents shall receive a 1099 for the value of trips and or incentives.

9. Advances.

Gordon Marketing reserves the right to adjust advances, cancel advances, and lower compensation levels based on placement and persistency or from a request by the carrier.

10. Releases.

It is our policy not to grant a release to another organization that does not have a reciprocal release agreement with us. When requesting a release an agent must have no debit owed. When moving contracts, no release after July 1→Dec. 31st for Medicare Carriers will be granted. No release will be

given to any agent/agency who Gordon Marketing has invested marketing funds unless agent returns all monies.

11. Termination Rights.

Gordon Marketing reserves the right to terminate any relationship with an agent or agency at any time.

Agent Policies and Procedures

Benefit Plans of America, LLC and Signature Estates of Indiana, LLC DBA Gordon Marketing, LLC.

By: Theresa Landers, VP, Chief Compliance Officer

SIGNATURE: _____ **DATE:** _____

Print Agent Name: _____

Address: _____