

Application for Appointment

Please type or print.

Legal Name (Last, First, Middle)		Preferred First Name	
Residence Address (Street, City, State, Zip Code)			
Date of Birth	Place of Birth	Social Security Number	
Business Mailing Address (P.O. Box, City, State, Zip Code)			
Business Street Address (Must have for shipping supplies - Street, City, State, Zip Code)			
Business Telephone Number ()	Residence Telephone Number ()	Fax Number ()	County

COMMISSIONS ARE TO BE PAID TO (Please check one):

Yourself (Social Security No.)

Your Agency (Agency Name) _____ Tax I.D. No.* _____

*One agent per Tax I.D. No. - all other agents assigning commissions to this agency and Tax I.D. No. must complete an Assignment of Commissions form. Also, if you are assigning commissions to your manager, please complete the Assignment of Commissions form instead of this form.

E-mail Address: _____ Web Site Address*: _____
*Any web site or internet that references American Select or Empire Fire and Marine Insurance Company health insurance plans must be pre-approved in writing by American Select.

Are you licensed with the state insurance department in your resident state to solicit life and health insurance? Yes No
 If yes, please enclose a photocopy of your license. License No. _____ Exp. Date _____

1. Do you currently have a nonresident insurance license in any state(s)? Yes No If yes, list state(s) _____
2. Do you have any indebtedness with any agency or company? Yes No
 If yes, give name of agency or company _____
 Amount and repayment agreement _____
3. Have you ever filed for bankruptcy? Yes No If yes, explain _____
 Have you ever been refused a bond? Yes No If yes, explain _____
 Do you currently have a Federal Tax Lien? Yes No If yes, explain _____
4. Have you been convicted of a felony in the last 10 years, or a misdemeanor, other than a non-DUI traffic offense, in the last five years?
 Yes No If yes, give details _____
5. Have you ever had your insurance license suspended or revoked? Yes No If yes, explain _____

6. A routine inquiry may be made during our initial or subsequent processing which will provide applicable information concerning your character, general reputation, personal characteristics and mode of living. By signing this agreement, you are granting permission to American Select Insurance Management Corporation or its duly authorized representative to contact or release any information to any organization or individual who has knowledge of your past or present employment and financial status. I agree not to solicit business until I am licensed. I understand and agree that the insurance carrier(s) has no obligation to me for commissions, expenses or any compensation whatsoever in connection with services performed or the solicitation of applications for insurance, it being expressly understood that I am under direct contract with American Select Insurance Management Corporation and that all commissions due on business produced by me, will be disbursed by American Select Insurance Management Corporation. **I attest to the truth and completeness of the foregoing statements and answers. I certify that I have read, understand and agree to be bound by the conditions identified above and in the Producer Agreement and supplements.**

A photocopy of this Authorization shall be as valid as the original. Applicant Signature **X** _____ Date ___/___/___

7. In which state(s) do you wish to be appointed? _____ Check # _____ Amount _____
(Include required form, fee, if applicable, and copy of license for each state and carrier.)
8. For which product(s) do you wish to be contracted? _____

I hereby recommend approval of this appointment. _____ Signature of Manager (if applicable)	ASIMC Manager's Code No.	Date
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Producer Agreement

This Appointment and Agreement is made by and between American Select Insurance Management Corporation (“Corporation”) and you (“Producer”).

- A) **Limitation of Authority.** That, subject to the requirements and provisions of the Agreement, said Producer is hereby appointed to represent said Corporation in soliciting applications for Life and Health insurance and for annuities for the Insurance Company(s) (“Company”) listed on the attached schedule of commission subject to the terms and conditions herein contained, and in collecting and promptly remitting to the Corporation or the Company (or its designated administrator) the initial premiums for insurance upon policies issued upon such applications, and in transacting such other business for the Corporation as may be required in connection with such insurance. Producer shall not have authority to make, alter, vary, or discharge any agreement or extend the time payment of premiums; or to waive or extend any obligation or condition; or to take premiums other than current funds; or to incur any liability on behalf of the Corporation or said Company; or to knowingly deliver in any manner whatsoever any policy of insurance to any applicant or insured who is not in good health and insurable at the time of delivery; or to receive any money due or to become due said Company except under policies or receipts sent him/her for collection. The Producer shall be deemed to be an independent contractor and nothing herein shall be construed to create the relationship of employer and employee. Producer hereby accepts the appointment and agrees in consideration of the commission(s) hereinafter provided to comply fully with the conditions and terms herein described and such other rules and instructions that may be applied or heretofore established by the Corporation or by said Company.
- B) **Contracting of Sub-Agents.** Producer may contract sub-agents to solicit business on behalf of the Corporation and Company by executing a sub-agent Producer Agreement furnished by Corporation for such purpose and forwarding such Agreements to Corporation for its approval. No such appointment shall be effective until such sub-agent is properly licensed by the appropriate jurisdictional authority(ies). Producer shall be responsible for the recruitment, training and supervision of his/her sub-agents. Producer may terminate his/her sub-agents appointments by forwarding immediately to Corporation all notice of termination. Producer shall be obligated to terminate the appointment of any sub-agent when requested to do so by Corporation or Company.
- C) **Compensation.** Producer agrees that the first year and renewal commission(s) payable under the provisions hereof shall be accepted as full and total compensation for his or her services and for all right, title and interest in the business placed by him/her hereunder. It is further agreed that this Agreement is not in effect until signed by an officer of the Corporation.
- D) **Assignment.** No assignment, transfer or disposal of any interest that Producer may have in the appointment or business secured by him/her thereunder shall be made without the written consent of the Corporation.
- E) **Fiduciary Responsibility.** Producer will be responsible to the Corporation for all policies and other documents entrusted to him/her, and he/she agrees to return same to the Corporation or said Company upon demand, all policies or renewal receipts sent him/her on which premiums have not been paid; and all monies collected by him/her under the terms of this Agreement shall constitute a trust fund, separate and distinct from his/her other funds and not subject in any manner whatsoever to personal or other use by him/her, and such monies shall be immediately remitted to the Corporation or Company as requested.
- F) **Territory.** Producer is authorized to operate under the terms of this Agreement in the territory designated by the Corporation which is not exclusively assigned. It is further agreed that the Corporation or Company may retire from any territory, and may, at its discretion, discontinue or withdraw any forms of policies from the Producer in any territory without prejudice to the right of the Corporation or Company to continue said forms in any other territory.
- G) **Indemnification.** Producer shall indemnify and hold Corporation and Company harmless from any and all expenses, costs, attorney’s fees, causes of action, damages resulting in whole or in part, from any unauthorized act personally committed or from any unauthorized act of a sub-agent which was recruited by or assigned to him/her.
- H) **Correspondence and Reports.** Producer agrees to remit any and all reports and to send all applications and correspondence to the office of the Corporation unless otherwise instructed in writing by the Corporation. Producer and his/her affiliates also agree to accept by facsimile, electronic mail and/or any other method of communication at any number or address currently on file and any number or address subsequently obtained by Corporation from Producer all correspondence, including materials containing commercial advertisements, from Corporation and any of its affiliates.
- I) **Commission(s).** Producer shall, subject to all the terms and conditions of this Agreement, receive as full and total compensation the attached schedule of commission(s) (which is hereby made part of this Agreement) on the first and renewal years cash premiums, which shall be obtained, collected, paid and accepted by the Company. No commission will be payable on premiums paid in advance until one month after the due date of the respective premium(s) so paid in advance and then only if the policy is in force and effect. Renewal commission(s) shall be payable monthly under the conditions recited in this Agreement and are in consideration of Producer keeping full and complete record(s) of his/her business and assisting the Corporation in the renewal of policies written under this Agreement. Producer shall not be entitled to renewal commission(s) on premiums waived or paid by the Company under the disability provisions of any policy or upon any more than one years

premium or installment thereof which, instead of being paid in cash, are charged to the Automatic Premium Loan provisions of any policy. In the event the Company ceases to remit commissions to the Corporation (for any reason whatsoever), on business produced under this Agreement, no further commission(s) will be payable. Should the Corporation sever its relationship with the Company, all future earned commission(s) payable to Producer under this Agreement will be made directly by the Company.

- J) **Overwriting Allowance.** The overwriting allowance on first year and renewal commission of the Producer on business personally produced or produced by sub-agents appointed by him/her or assigned to him/her will be the difference between the first year commission or renewal commission payable to a sub-agent. Producer is responsible for any debit balance of a sub-agent recruited by or assigned to Producer in which he/she received an overwriting credit or allowance. Producer is deemed to have assigned and pledged all commissions and other monies due him/her by Corporation to the extent necessary to satisfy any such indebtedness.
- K) **Premium Refund.** Should the Corporation or Company find it necessary to return the premium or any portion thereof on a policy for any cause, Producer agrees to return to the Corporation or said Company, on demand, any and all commissions received on said premium and further agrees not to withhold any funds, policies or receipts belonging to the Company or due a person whose application for insurance has been declined.
- L) 1. **Vesting of Commissions.** Renewal commission(s) shall be immediately vested and payable as provided in the attached schedule(s) (except for termination of Agreement for cause), subject to the provisions of this Agreement and the attached schedule(s) as long as the Producer complies with all of the terms and conditions thereof.
2. **Vesting of Commissions After Termination of Agreement.** Renewal commission(s) shall continue to be paid as provided in the attached schedule(s) (except for termination of Agreement for cause), subject to the provisions of this Agreement and the attached schedule(s) as long as, the Producer complies with all of the terms and conditions thereof, and the total commission payable is at least \$120 during the first or subsequent 12 month period(s) commencing on the date of termination. In the event that, after the termination of the Agreement, the total commission(s) payable during any of the aforementioned 12 month periods is less than \$120, no further commissions or other compensation will be earned or paid.
3. In the event of death of the Producer (excepting in case the Producer is a partnership) at a time when commission(s) are payable hereunder, then all commissions accrued or thereafter to accrue in accordance with the provisions hereof shall be paid to the surviving spouse of Producer, if any, and upon his/her death, to the estate; if Producer dies leaving no surviving spouse, such commissions shall be payable to the estate of Producer.
- M) **Indebtedness.** The Corporation or said Company shall have the right to deduct from commissions payable to Producer hereunder any indebtedness due at any time from Producer to the Corporation or said Company. It is expressly understood and agreed that such indebtedness represents a personal obligation, and recovery of such indebtedness shall not be limited to commissions earned by Producer. Unless inconsistent with state law, the Corporation or Company may deduct all renewal licensing fees from the Producer's commission account as they become due unless Producer has requested in writing that the payment for the fee be handled in another manner.
- N) **Advertising.** The Corporation or Company may, at our discretion, furnish Producer with supplies of sales aids. Producer shall have no power or authority to, and hereby agrees not to, issue or circulate any advertising material, including web site or internet, circular or pamphlet relating to the Corporation or Company or to any of our policies unless in advance the Corporation has given written approval to use such material. . Furthermore, Producer shall comply with all current and subsequently passed federal and state laws regarding the dissemination of advertising, including, but not limited to, laws and regulations regarding facsimiles, telephones and electronic mail.
- O) **Forfeiture.** Producer agrees not to withhold any funds or property of the Corporation or Company and further agrees not to rebate or offer to rebate all or any part of the premium on a policy of insurance (unless expressly permitted by state statutes) issued or to be issued by the Company and further agrees not to induce or endeavor to induce any policyholder of the Company to discontinue the payment of premiums or to relinquish any policy or to induce or endeavor to induce any other person conducting business with the Corporation or Company to leave the service thereof or violate any insurance law of the state of which Producer may be conducting the business of insurance, and in the event of the violation of any said Agreements, at any time, the same shall immediately operate as a breach of this Agreement and Producer shall forfeit any and all commissions, fees or other benefits of this Agreement that might have been payable otherwise.
- P) **Release of Liability.** Producer agrees that this Agreement is executed subject to the right of the Corporation or Company to revise the schedule of commission(s) at any time or to discontinue any plan of insurance or annuity. It is further agreed that any change in the commission will pertain only to new business written subsequent to the date of change.
- Q) **Termination of Agreement.** This Agreement may be terminated: 1) By either party upon 10 day written notice and mailed to the last known address; 2) If the license to solicit insurance or annuity business on behalf of the Company expires or is terminated, this Agreement automatically terminates and Producer shall have no further authority to operate hereunder unless and until such license shall have been renewed or reinstated, whereupon this Agreement shall be restored to the same status it sustained prior to such termination; 3) Immediately by the Corporation for cause; cause shall mean misappropriation of funds, willful fraud, subjecting the Corporation or Company to regulatory fines, penalties, suspensions or revocations of licenses, violation of any criminal or insurance law or the material breach of the terms of this Agreement by the Producer. Termination for cause will result in the immediate forfeiture of any and all claims of the Agreement. 4) Upon termination of the Corporation's Agreement with the Company or withdrawal from the above territory, this Agreement shall not terminate but shall continue in force and effect with said Company substituted as Corporation thereunder until Company has appointed

a successor to the original Corporation, whereupon such successor shall be substituted as Corporation hereunder. Upon termination, Producer shall have thirty days to remit in cash (on all accounts due under this Agreement) to the Corporation and shall return to the Corporation all rate books or other supplies that may be the property of the Corporation or the Company. Notice of termination or other communications may be delivered in person by telegram, courier services or by mail deposited in the U.S. Mail to Producer at his/her last known address.

R) **Modification of Agreement.** Corporation has the right to unilaterally modify commission schedules prospectively. Corporation also has the right to modify this Agreement due to legislative and/or other requirements. All modifications shall become effective upon the date listed in the modification or upon the date such modification is mailed to the last known address of Producer, whichever is most recent.

S) **Business Associate - Confidentiality of Protected Health and Non-Public Personal Information.** Producer shall protect the privacy of PHI and NPI, as defined below.

1. **Definitions.**

- a. "Covered Entity" means the insurer(s) for whom corporation manages coverage.
- b. "Disclose or Disclosure: means the release, transfer, provision of access to, or divulging in any other manner of information outside the entity holding the information.
- c. "Individual" shall have the same meaning as in 45 C.F.R. § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 C.R.F. § 164.502(g).
- d. "Individually identifiable health information" is health information, including demographic information, collected from an individual, that:
 - i. Is created or received by a health care provider, health plan, employer, or health care clearinghouse;
 - 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
 - iii. Either identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- e. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and part 164, Subparts A and E.
- f. "Protected health Information" ("PHI") shall have the same meaning as used in 45 C.F.R. § 164.501, limited to the information created or received by Producer from or on behalf of Covered Entity or Corporation.
- g. "Non-public Personal Information" ("NPI") shall have the same meaning as used in 15 U.S.C.A. § 6809(4).
- h. "Required By Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.501.
- i. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
- j. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C.
- k. Terms used, but not defined, shall have the same meaning as given in the Privacy Rule and/or the Security Rule.

2. **General Obligations and Activities of Producer.** Producer shall not use or disclose PHI or NPI other than as permitted or required by this agreement or as required by law. Producer may use or disclose PHI or NPI only to the extent minimally necessary to perform the specific services or duties for which Producer is retained. Use or disclosure by Producer may not violate the Privacy Rule if the same use or disclosure would be made by the Covered Entity. Producer may use PHI received or created by Producer if necessary for proper management and administration of Producer's business or to carry out Producer's legal responsibilities.

3. **Other Obligations.** At all times Producer agrees:

- a. Not to use or disclose PHI or NPI for any purpose other than to perform the services for which Producer has been engaged by Corporation or as required by law;
- b. To use appropriate safeguards to prevent the use or disclosure of PHI or NPI other than as provided for by this agreement;
- c. To use or disclose only the minimum PHI or NPI necessary in the performance of Producer's services;
- d. To mitigate, to the extent practicable, any harmful effect that is known by Producer of a use or disclosure of PHI in violation of this agreement;
- e. To report to Corporation any use or disclosure of PHI or NPI not in accordance with this agreement of which Producer becomes aware;
- f. To ensure that any subcontractor to whom Producer provides PHI or NPI agrees to the same restrictions and conditions that apply to Producer;
- g. To provide Corporation access, at its request, to any PHI received, created or obtained by Producer in order to allow Corporation to meet contractual requirements to the Covered Entity or as otherwise required by law;
- h. To make any amendments to PHI that the Covered Entity or Corporation directs or agrees to at the request of the Covered Entity or individual;
- i. To document such disclosures of PHI and related information as would be required of Covered Entity in order to respond to an accounting of disclosures to an individual under the Privacy Rule;
- j. To provide to Corporation the information necessary in order for Corporation or the Covered Entity to provide an accounting of the PHI in accordance with the Privacy Rule;

- k. Not to use or disclose PHI or NPI for any marketing purposes, whether done by Producer or any other person or entity; and
 - l. To make Producer's internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule
4. a. **Safeguards.** Producer will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of Electronic-PHI that it creates, receives, maintains or transmits on behalf of Corporation or Company.
- b. **Agents and Subcontractors.** Producer will ensure that any agent, including a subcontractor, to whom Producer provides Electronic-PHI agrees to implement reasonable and appropriate safeguards to protect such information.
- c. **Security Incidents.** Producer will orally report to Corporation any Security Incident of which it becomes aware within 48 hours and will confirm such report in writing, by facsimile, within five business days of the Security Incident.
5. **Termination of the Producer Agreement.** The terms of this paragraph S of the Producer Agreement shall continue until all of the PHI or NPI provided by Corporation to Producer, or created or received by Producer in performing Producer's services under the Producer Agreement is destroyed or returned to Corporation, or, if it is infeasible to return or destroy PHI or NPI, protections are extended to such information, in accordance with the termination provisions below.
6. **Termination.** Upon Corporation's knowledge of a material breach of the terms of this paragraph (S), Corporation may:
- a. Terminate the Producer Agreement and any other agreements between Corporation and Producer if Producer does not cure the breach or end the violation within the time specified in a written notice from Corporation; or
 - b. Immediately terminate the Producer Agreement and any other agreement between Corporation and Producer if cure by Producer is not possible.
7. **Obligations upon Termination of the Producer Agreement.** Upon written notice from Corporation to Producer that Corporation is terminating the Producer Agreement, Producer shall either destroy or return all PHI or NPI that Producer has received from Corporation or that Producer created in performing its services under the Producer Agreement. Producer shall retain no copies of such PHI or NPI.
- If Producer determines that returning or destroying the PHI or NPI provided to Producer by Corporation is infeasible, Producer shall extend the protections of this agreement to, and comply with its obligations under this agreement regarding the PHI or NPI and not make any further use or disclosure of the PHI or NPI, so long as Producer maintains such PHI or NPI. Producer shall provide written notice to Corporation of the conditions that make return or destruction of the PHI or NPI infeasible.
8. **Indemnification.** Producer agrees to indemnify and hold harmless Corporation and Covered Entity from and against claims, damages, losses, costs and expenses, including but not limited to attorney's fees, arising out of or resulting from Producer's or Producer's subcontractor's acts or omissions in protecting the privacy of PHI or NPI or from Producer's breach of terms of this paragraph S, or from the acts of anyone directly or indirectly employed by them or whose acts in relation to PHI or NPI they may be liable.
9. **Construction.** Any ambiguity in paragraph S shall be construed so that the meaning is consistent with the requirements of the Privacy Rule and/or the Security Rule.
- T) **Entire Agreement.** The entire Agreement between the Producer and Corporation is set out herein. This Agreement terminates by mutual consent any and all previous Agreements whether they be written or oral. If any portion or provision of this Agreement shall be held void or unenforceable, the remaining portions and provisions of this Agreement shall remain in effect. This Agreement shall become effective as of the date of receipt by the Corporation and when signed by the Producer and an authorized officer of the Corporation. This Agreement shall be construed in accordance with the laws of the State of Florida.
- U) **Survival of Obligations.** Paragraphs A, E, G, L, and S shall survive the termination of this agreement.

A photocopy or fax of this Producer Agreement shall be as valid as the original.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year stated below.

ACCEPTED:

X _____
 Producer Date

APPROVED BY: AMERICAN SELECT INSURANCE MANAGEMENT CORPORATION

X _____
 Authorized Officer Title Date