

Insurance Marketing Group of America
PO Box 640
Russellville AR 72811
800-951-1708

Insurance Marketing Agency
8740 East 11th, Ste C
Tulsa OK 74112
800-580-8285



APPLICATION FOR PRODUCER/BUSINESS ASSOCIATE

Please Type or Print

Name _____ Agency _____
(Last) (First) (MI)

SSN _____ TIN _____

DOB (mm-dd-yyyy) _____

E-mail Address _____

Web Site Address _____

Business Address
(Supplies will not be shipped to PO Boxes)

Address _____

City _____

State _____ ZIP _____

Phone _____

Fax _____

Home Address: (required by some states for electronic appointment, will not be used for Imerica correspondence)

Address _____

City _____

State _____ Zip _____

COMMISSIONS ARE TO BE PAID TO

Please Choose One

Yourself (SSN listed above)

Your Agency

Agency Name _____ Tax ID # _____

Assignment of Commissions*

Assigned to _____ Tax ID # _____

*The agency for which the assignment is requested must be currently appointed with Imerica Life and Health.

Assignment Disclaimer: I understand that when I assign commissions to an agency or another party, I am giving up my right to all future commissions on business I place with Imerica Life and Health.

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ACCOUNT INFORMATION

Amount (Appointment Fee) \$ _____ Res Lic \$ _____ Non- Res Lic
(If applicable for appointment)

- Check** (Please enter Check # _____)
 Money Order (Please enter Money Order # _____)
 (If applicable, fee will be sent to ILH)

QUESTIONS

		YES	NO
1	Are you licensed with the state insurance department in your resident state to solicit health insurance? If you answer "yes", please provide your resident state license number.		
2	Are you licensed with the state insurance department in your resident state to solicit life insurance? Please provide your resident state license number:		
3	Do you currently have a non-resident life or health insurance license in any state(s)? If Yes, list state(s), non-resident license numbers and whether license is life or health: _____ _____		
4	Do you have any indebtedness with any agency or company? If Yes, give name: _____		
5	Have you ever filed for bankruptcy? (If "yes", please give brief details including date and location in notes section)		
6	Have you ever been refused a bond? (If "yes", please give brief details in notes section)		
7	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? (If "yes", please give brief details in notes section)		
8	Have you ever had your insurance agent's license or other professional licenses suspended or revoked, or are you now, or have you ever been the subject of a professional license or market conduct investigation or proceeding? (If "yes", please give details in notes section)		
9	Have you ever done business under another name? If Yes, name and address: _____		
10	Are you now or have you ever been the subject of any lawsuit or investigation alleging the breach of trust or fiduciary duty, forgery, fraud or any other act of dishonesty? If Yes, name and details: _____		
11	In which state(s) do you wish to be appointed? _____ Please indicate whether you hold a resident or non-resident license and whether it is a life or health license. _____		

12	Resident License State	_____
	Resident State License Number	_____
	License Expiration Date	_____

“Notes”:

How did you hear about America Life and Health Insurance Company?

<input type="checkbox"/> PMGA Mailer	<input type="checkbox"/> Magazine	<input type="checkbox"/> Radio
<input type="checkbox"/> Imerica Mailer	<input type="checkbox"/> Newspaper	<input type="checkbox"/> Friend
<input type="checkbox"/> Another Imerica agent	<input type="checkbox"/> Television	
<input type="checkbox"/> Consumer requested company	<input type="checkbox"/> Other	_____

SIGNATURES

By signing below, I hereby apply for appointment by Imerica Life and Health Insurance Company. I acknowledge and agree that this Application for Producer/Business Associate Appointment does not constitute a contract. By signing below I also acknowledge Public Law 91-508 requirements that a routine inquiry may be made during initial or subsequent processing which will provide additional financial and personal background information, any criminal history record information pertaining to me, which may be in the files of any state or local criminal justice agency, or any law enforcement agency. This request is valid for, but not limited to the States of Georgia, and Iowa. By signing this application, I hereby consent to the Company obtaining such information from time to time as it deems necessary through independent investigation and/or through a consumer report obtained from a consumer reporting agency. I consent to the Company’s sharing the information contained in this Application or any other information the Company may obtain, including consumer reports, with its affiliates for the purpose of establishing my eligibility and/or continuing eligibility for appointment with the Company. I authorize the employers and insurance companies listed herein, and in any background reports pertaining to me, to release any and all information concerning my previous employment and appointments and any pertinent information they may have, personal or otherwise, and release all parties from all liability for any damage that may result from furnishing same. I acknowledge and agree that my appointment will, in part, be based upon this Application for Producer/Business Associate Appointment and background information, and that any representation made herein which is found to be inaccurate or incomplete shall be grounds for termination of my appointment. I hereby certify that the information provided herein is accurate and complete.

By signing below, I hereby acknowledge and agree that I have reviewed the terms and conditions of the Producer/Business Associate Agreement and agree to adhere to the same.

Producer Signature	_____	Date	_____
Signature Authorized Officer - ILH	_____	Date	_____

HOME OFFICE USE ONLY

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PRODUCER/BUSINESS ASSOCIATE AGREEMENT

This Appointment and Agreement ("*Agreement*") is made by and between Imerica Life and Health Insurance Company ("*Company*") and _____ (Please type or print name) ("*Producer/Business Associate*").

1. APPOINTMENT: The Company appoints Producer/Business Associate, on the conditions herein specified, to solicit applications, on forms furnished by the Company, for policies, certificates or contracts for the products such as health, life, accident, hospital and medical insurance issued by the Company as designated in Exhibit A, attached hereto or as hereafter may, from time to time, by written notice to the Producer/Business Associate, be made a part of this Agreement,.

2. AUTHORITY: The Producer/Business Associate is authorized to collect the initial premiums on applications solicited and procured, and shall promptly deliver such premium payments to the Company. All checks for initial premium must be made payable to the Company. The Company shall be responsible for providing the policyholder or certificate holder with proper premium notices and shall account directly with the policyholder or certificate holder for all renewal premiums paid. The Producer/Business Associate shall not collect any premiums other than the initial premium. Producer/Business Associate shall appropriately respond to policyholder or certificate holder questions related to the products listed in "Exhibit A". The Producer/Business Associate has the authority to solicit other Producer/Business Associates for appointment with the Company. The Company shall place the solicited, approved, and appointed Producer/Business Associate in the hierarchy of the soliciting Producer/Business Associate.

The Producer/Business Associate has NO authority:

- a) to alter, modify, change, waive any forfeiture of, or waive performance of, any of the terms, rates or conditions of the Company's policies or contracts;
- b) to extend the time for payment of premiums or other monies due the Company;
- c) to make an agreement, orally or in writing, regarding the settlement of any claim or claims that may be made against the Company;
- d) to incur any expense or obligation of any kind or nature in the name or on behalf of the Company;
- e) to do or perform any act or thing other than is expressly granted herein;
- f) to institute legal proceedings in the name or on behalf of, or in connection with any business of, the Company;
- g) to engage in any practice harmful to the best interests of the Company.

3. INDEPENDENT CONTRACTOR: The Producer/Business Associate shall be deemed to be an independent contractor and nothing herein shall be construed to create the relationship of employer and employee. Producer/Business Associate 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 pertaining to the business of insurance and the solicitation of Company products that may be applied or established by the Company. Producer/Business Associate is free to exercise independent judgment as to the persons from whom applications are solicited and the time, place and manner of soliciting such applications or performing any other authorized act. Producer/Business Associate shall bear all costs incurred in the performance of Producer/Business Associates' obligations under this Agreement except that the Company will provide reasonable quantities of printed marketing materials and related forms that have been approved by the Company.

4. COMPLIANCE: Producer/Business Associate shall comply with all federal and state statutes and regulations. Each party will promptly notify the other party in writing of any customer complaint it receives which may involve the other party. Producer/Business Associate will notify the Company immediately of any threatened or pending lawsuit or state insurance regulatory agency inquiry or complaint relating to the products designated in Exhibit A. Producer/Business Associate shall not respond to a lawsuit or regulatory agency inquiry or complaint relating to the products designated in Exhibit A without first obtaining written approval of the Company. The Company reserves the right to control the defense of any litigation, threatened or pending, or to respond on the Company's behalf to any regulatory agency's inquiry or complaint. Producer/Business Associate shall provide all necessary testimony, documentation or other information as required by the Company relative to pending litigation or regulatory review or examination.

5. COMMISSIONS: Producer/Business Associate shall receive as compensation the applicable commissions set forth in the Commission Schedule(s) attached hereto as Exhibit A and as may be amended or modified from time to time, payable on premiums paid to and accepted by the Company. The Company reserves the right to discontinue, amend and/or add any plan of insurance and to establish, amend, or modify any Commission Schedule applicable to the Producer/Business Associate provided that the Company mails such newly established Commission Schedule or such amendment or modification to an existing Commission Schedule, to the last known address of the Producer/Business Associate. The effective date of any new, or of any amendment or modification of an existing Commission Schedule shall be specified by the Company and shall govern all policies applied for from and after its effective date, until superseded.

6. VESTING OF COMMISSIONS: Renewal commission(s) shall be immediately vested and payable as provided in the attached Schedule(s) attached hereto as Exhibit A (except for termination of the Agreement for cause), subject to the provisions of this

Agreement and the attached Schedule(s) attached hereto as Exhibit A as long as the Producer/Business Associate complies with all of the terms and conditions thereof.

7. VESTING OF COMMISSIONS AFTER TERMINATION OF AGREEMENT: Renewal commission(s) shall continue to be paid as provided in the Schedule(s) attached hereto as Exhibit A (except for termination of the Agreement for cause), subject to the provisions of this Agreement and the Schedule(s) attached hereto as Exhibit A as long as, the Producer/Business Associate complies with all of the terms and conditions thereof, and the total commission payable is at least \$600 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 \$600, no further commissions or other compensation will be earned or paid.

8. ADVERTISING: The Company may, at its discretion, furnish Producer/Business Associate with supplies of sales aides. Producer/Business Associate shall have no power or authority to, and hereby agrees not to, issue or circulate any advertising material, including but not limited to web site or Internet material, newspapers, magazines, radios, televisions, telephones, circulars or pamphlets relating to the Company or to any of the Company's policies or certificates unless in advance the Company has given written approval to use such material. The Producer/Business Associate shall not duplicate or insert the Company's name, logo or trademark on any stationery, web site, Internet address, business cards, newspapers, magazines, radio or television scripts, literature or any other such publication or written materials, nor authorize the issuance or distribution of any such publication or written materials on behalf of the Company, without the prior written approval of an officer of the Company. Producer/Business Associate shall not alter or change any Company produced advertising material.

9. TERRITORY: Producer/Business Associate shall only perform the services agreed upon under this Agreement in states where Producer/Business Associate is lawfully appointed by the Insurance Department of the state. It is further understood and agreed that the Company may retire from any state, and may, at its discretion, discontinue or withdraw any forms or policies from the Producer/Business Associate in any state without prejudice to the right of the Company to continue said forms in any other state.

10. INDEMNIFICATION: Producer/Business Associate shall indemnify and hold the Company harmless from any and all claims, expenses, costs, attorney's fees, causes of action, or damages which may be asserted by any third party against the Company resulting in whole or in part, from any unauthorized act personally committed or failure to act by Producer/Business Associate.

11. INDEBTEDNESS: The Company shall have the right to deduct from commissions payable to Producer/Business Associate hereunder any indebtedness due at any time from Producer/Business Associate to the 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 the Producer/Business Associate. Unless inconsistent with state law, the Company may deduct all renewal licensing fees from the Producer/Business Associate's commission account as they become due unless Producer/Business Associate has requested in writing that the payment for the fee be handled in another manner. Upon termination of this Agreement, all indebtedness due to the Company shall be payable immediately upon demand with the legal rate of interest and any administrative costs of collection including attorneys fees.

12. NOTICE: All notices given in connection with this Agreement shall be in writing and delivered personally or mailed by certified mail, postage prepaid, return receipt requested, or by U.S. Mail overnight delivery, to the parties at their respective addresses as follows:

If to the Company: 3501 Frontage Road, Suite 300, Tampa, FL 33607
Or such other address as the Company may, from time to time, designate by written notice delivered to the Producer/Business Associate in accordance herewith.)

If to the Producer/Business Associate: The then-current address of the Producer/Business Associate located in the Company's file

13. REBATES: The Producer/Business Associate agrees that he will not, directly or indirectly, in any manner whatsoever, pay, and offer to pay or allow any rebate of the Producer/Business Associate's commissions on any policy issued or proposed to be issued by the Company. Violation of any said Agreement, at any time, shall constitute a breach of this Agreement and Producer/Business Associate shall forfeit any and all commissions, fees or other benefits of this Agreement that might have been payable otherwise.

14. TERMINATION: This Agreement may be terminated without cause by either party upon 10 day prior written notice and mailed to the address shown in Section 12 hereof.

This Agreement will be terminated without cause if the license of Producer/Business Associate to solicit insurance on behalf of the Company expires or is terminated and Producer/Business Associate 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.

This Agreement will terminate without cause if the Company withdraws from a state or territory as referenced in Section 9 herein.

This Agreement will be terminated by the Company FOR CAUSE without notice to Producer/Business Associate if one or more of the following occur; (1) Misappropriation of funds by Producer/Business Associate, (2) Violation of any criminal or insurance law by Producer/Business Associate, (3) Failure of Producer/Business Associate to comply with Section 2 of this Agreement, (4) Material

breach of any provision of this Agreement as determined by the Company, (5) Fraud against or attempt to defraud the Company or a consumer, (6) Inducement of any policyholder or certificate holder or other person to discontinue payment of premium or relinquish coverage with the Company, or (7) Rebating per Section 13 hereof. Termination for cause will result in the immediate revocation and forfeiture of any and all rights and claims granted to Producer/Business Associate under the terms of this Agreement.

Upon Termination of this Agreement, the Producer/Business Associate or his or her legal representative shall immediately pay in cash to the Company all sums due as defined in Section 11 herein, and shall immediately deliver to the Company all materials and supplies belonging to the Company.

15. BENEFIT: This Agreement is binding upon and shall inure to the benefit of parties hereto and their respective heirs, legal representatives, successors, and assigns, provided that the Producer/Business Associate may not assign, pledge or otherwise transfer this Agreement or any of its rights hereunder, including, without limitation, any funds due or to become due hereunder.

16. HIPAA PRIVACY: COMPANY and PRODUCER/BUSINESS ASSOCIATE have entered into this Agreement whereby COMPANY and PRODUCER/BUSINESS ASSOCIATE may create, receive, use or disclose certain Protected Health Information (PHI) as defined below. The Health Insurance Portability and Accountability Act (HIPAA) prescribes how an individual's PHI may be used and disclosed. To assure compliance with HIPAA, COMPANY and PRODUCER/BUSINESS ASSOCIATE agree to the following terms and conditions as applicable:

- 1) Definitions. For purposes of this Section 16, the following terms shall have the designated meanings. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR 160.103 and 164.501.
 - a) "Designated Record Set" shall mean a group of records maintained by or for COMPANY that is the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or used, in whole or in part, by or for 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 (PHI) and is maintained, collected, used or disseminated by or for COMPANY.
 - b) "Individually Identifiable Health Information" shall mean information that is a subset of health information, including demographic information collected from an individual, and: (1) Is created or received by a health care provider, health plan, employer, or health care clearinghouse; and (2) 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 (i) That identifies the individual, or (ii) With respect to which there is a reasonable basis to believe the information can be used to identify the individual.
 - c) "Privacy Standards" shall mean the Standards for Privacy of Individually Identifiable Health Information, 45 CFR Parts 160 and 164.
 - d) "Protected Health Information" ("PHI") shall mean Individually Identifiable Health Information that is transmitted or maintained in any form or medium. PHI shall not include education records covered by the Family Educational Right and Privacy Act, as amended, 16 U.S.C. §1232g(a)(4)(b)(iv).
 - e) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
- 2) Use or Disclosure of Protected Health Information. PRODUCER/BUSINESS ASSOCIATE shall not use or further disclose PHI created or received on behalf of or from COMPANY in any manner other than as permitted or required by the Agreement, or as permitted or required by law.
- 3) Safeguards Against Misuse of Protected Health Information. PRODUCER/BUSINESS ASSOCIATE agrees to use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for under the Agreement.
- 4) Reporting of Improper Uses or Disclosures of Protected Health Information. PRODUCER/BUSINESS ASSOCIATE agrees to report to the COMPANY, within five (5) days of becoming aware, any use or disclosure of PHI not permitted or required by the Agreement.
- 5) Agreements by Third Parties. PRODUCER/BUSINESS ASSOCIATE shall enter into a written agreement with any agent or subcontractor that will have access to PHI that is received from, or created or received by PRODUCER/BUSINESS ASSOCIATE on behalf of COMPANY pursuant to which such agent or subcontractor agrees to be bound by the same restrictions, terms, and conditions that apply to PRODUCER/BUSINESS ASSOCIATE pursuant to this Section 16 with respect to such PHI.
- 6) Access to Protected Information. PRODUCER/BUSINESS ASSOCIATE agrees to make an individual's PHI, maintained by PRODUCER/BUSINESS ASSOCIATE or its agents or subcontractors, in Designated Record Sets, available to the individual or the individual's personal representative for inspection and copying within thirty (30) days of a request. Provided however that, on such request by COMPANY on behalf of an individual, or the individual's personal representative, PRODUCER/BUSINESS ASSOCIATE agrees to make such information available to COMPANY within fifteen (15) days of receipt of the request, to enable COMPANY to fulfill its obligations under 45 CFR 164.524.
- 7) Availability of Protected Health Information for Amendment. PRODUCER/BUSINESS ASSOCIATE agrees to respond to any amendment requests, pursuant to 45 CFR 164.526, within sixty (60) days of receipt of such request from the

individual or individual's personal representative, as applicable, for the amendment of that individual's PHI for so long as the PHI is maintained in the Designated Record Set. PRODUCER/BUSINESS ASSOCIATE agrees to follow parameters established by, and agreed upon with; COMPANY with respect to amendment requests received and responded to.

Provided however that when such request is made by COMPANY on behalf of an individual or the individual's personal representative, PRODUCER/BUSINESS ASSOCIATE agrees to respond to COMPANY within thirty (30) days after receipt of the request, to enable COMPANY to fulfill its obligations under 45 CFR 164.526.

- 8) Accounting Rights. Within thirty days after receipt of notice by COMPANY of a request for an accounting of a disclosure of PHI, PRODUCER/BUSINESS ASSOCIATE and its agents or subcontractors shall make available to COMPANY the information required to provide an accounting of disclosures to enable COMPANY to fulfill its obligations to provide such accounting as required by 45 CFR Section 164.528.

PRODUCER/BUSINESS ASSOCIATE agrees to implement a process that allows for an accounting to be collected and maintained by PRODUCER/BUSINESS ASSOCIATE and its agents or subcontractors for at least six (6) years prior to the request, but not before the [date] HIPAA compliance date. At a minimum, such information shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the written request for disclosure.

An accounting for disclosures made under the following conditions is not required:

- disclosures to carry out treatment, payment, or health care operations;
- disclosures to individuals of PHI about them;
- disclosures made pursuant to an authorization

In the event that the request for an accounting is delivered directly to PRODUCER/BUSINESS ASSOCIATE or its agents or subcontractors, PRODUCER/BUSINESS ASSOCIATE shall within five (5) days of a request forward it to COMPANY in writing. It shall be COMPANY's responsibility to prepare and deliver any such accounting requested.

- 9) Confidential Communications Requirements. COMPANY must permit individuals to request, and must accommodate reasonable requests by individuals, to receive communications of PHI by alternative means or at alternative locations. PRODUCER/BUSINESS ASSOCIATE hereby agrees to immediately communicate any request by the individual to the COMPANY and COMPANY will advise PRODUCER/BUSINESS ASSOCIATE as to the how to accommodate the request.
- 10) Availability of Books and Records. PRODUCER/BUSINESS ASSOCIATE hereby agrees to make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by, PRODUCER/BUSINESS ASSOCIATE on behalf of COMPANY, available to the COMPANY, or at the request of the COMPANY to the Secretary, in a time and manner designated by the COMPANY or the Secretary, for purposes of the Secretary determining COMPANY's and PRODUCER/BUSINESS ASSOCIATE's compliance with the Privacy Standards of this Section 16.
- 11) Effect of Termination. Upon the termination of the Agreement for any reason, PRODUCER/BUSINESS ASSOCIATE will return to COMPANY or, at COMPANY's direction, destroy all PHI created or received on behalf of COMPANY that PRODUCER/BUSINESS ASSOCIATE maintains in any form, recorded on any medium, or stored in any storage system, unless said information has been de-identified and is no longer PHI. PRODUCER/BUSINESS ASSOCIATE shall remain bound by the provisions of this Section 16, even after termination of the Agreement, until such time as all PHI has been returned, de-identified or otherwise destroyed as provided in this section.
- 12) Termination of Contract. In addition to any other rights COMPANY may have in the Agreement, this Section 16 or by operation of law, COMPANY may immediately terminate the Agreement if COMPANY determines that PRODUCER/BUSINESS ASSOCIATE has violated a material term of this Section 16.
- 13) Third-Party Rights. The terms of this Section 16 are not intended, nor would they be construed, to grant any rights to any parties other than to PRODUCER/BUSINESS ASSOCIATE and COMPANY.
- 14) Data Security. PRODUCER/BUSINESS ASSOCIATE hereby represents and warrants that it will utilize its commercially reasonable efforts to implement technical and physical safeguards and policies and procedures to protect and safeguard PHI.
- 15) Breach. If the PRODUCER/BUSINESS ASSOCIATE materially breaches or threatens to breach its obligations under this Agreement, COMPANY shall have the right, in addition to such other remedies which may be available to it, to injunctive relief enjoining such acts or attempts, it being acknowledged that legal remedies would be inadequate.
- 16) Indemnification. PRODUCER/BUSINESS ASSOCIATE agrees to indemnify and hold COMPANY, its directors, officers, employees and affiliates harmless, for any damage, loss, or liability (including criminal or civil penalties, court costs, reasonable attorneys' fees, the cost of enforcing this indemnify provision and costs incurred by COMPANY as a result of an audit or investigation by the Secretary, or any other governmental official or department) arising out of or resulting from

the unauthorized use or disclosure by or through PRODUCER/BUSINESS ASSOCIATE of PHI.

- 17) Amendment. PRODUCER/BUSINESS ASSOCIATE and COMPANY agree to take such action as is necessary to amend this Section 16 from time to time as is necessary for COMPANY to comply with the requirements of HIPAA and any other applicable federal or state statute or regulation required governing privacy and security of information.
- 18) Governing Law. Any ambiguity in this Section 16, and/or any conflict between this Section 16 and the Agreement to which it is attached, shall be resolved in favor of a meaning that permits COMPANY to comply with HIPAA and any other applicable privacy and security of information statute or regulation.

17. RIGHTS OF THE COMPANY: In addition to all other rights the Company may have as set forth herein, the Company expressly reserves the right to; (1) reject applications for any reason and no right of action against the Company will arise because of any rejection; (2) cancel any policy or certificate issued through Producer/Business Associate, in accordance with its terms, and refund, in the Company's discretion, premium under any policy or certificate, or rescind any policy or certificate; (3) modify or amend any policy or certificate; (4) modify or alter the conditions or terms under which any policy form or contract may be sold or regulate its sale in any way; (5) discontinue or withdraw any policy form from any state, without prejudicing the right to continue such form elsewhere; and (6) cease doing business in any state.

18. ARBITRATION: In the event of any dispute arising out of this Agreement which cannot be amicably resolved by the parties, the parties agree that the dispute will be submitted to and settled by arbitration in accordance with the rules of the American Arbitration Association. The arbitration will take place in Tampa, Florida unless the parties agree otherwise. The arbitrators may not award any punitive or exemplary damages or any damages other than compensatory. Arbitration will not be required for the Company to terminate this Agreement or take any action with respect to this Agreement.

19. ENTIRE AGREEMENT: The entire Agreement between the Producer/Business Associate and the Company is set out herein. This Agreement terminates by mutual consent any and all previous Agreements whether they are written or oral between the parties. 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 Company Corporation and when signed by the Producer/Business Associate and an authorized officer of the Company. This Agreement shall be construed in accordance with the laws of the State of Florida.

A photocopy, fax, or electronic image of this Producer/Business Associate 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:

_____ Date _____
Producer/Business Associate

_____ Date _____
Authorized Officer – Imerica Life and Health Insurance Company

EXHIBIT A:

PRODUCERS/BUSINESS ASSOCIATE AGREEMENT COMMISSION SUPPLEMENT

Producer Commission and Fee Schedule

This Supplement to the Producer/Business Associate Agreement, dated _____, 20_____, heretofore entered into by the parties, shall supplement the terms of said Agreement and any supplement thereto. Subject to all of the other provisions of the Producer/Business Associate Agreement, the Service Fees, (if any) set forth in this Commission Supplement will be paid to the Producer only if the Producer/Business Associate Agreement and this Supplement are in force on the date the Commissions become due.

For the purpose of determining Commissions, commissionable premium will include all base major medical premiums and administrative fees earned and collected, with smoker loads and rate ups, (due to physical or health conditions and hazardous or unusual occupations), if applicable, including renewal rate and age band increases.

Commissions will not be payable on processing fees, billing fees or association dues. Guaranteed issued certificates/policies will result in a reduced commission amount. (Unless inconsistent with state law.)

Unless inconsistent with state law, the Company may deduct all renewal licensing fees from the Producer/Business Associate's commission account as they become due, unless the Producer/Business Associate has requested in writing, that the payment for the fee be handled in another manner. In the event of any inconsistency or conflict between this Supplement and the Agreement and any supplements thereto, this Supplement shall control. In all other events, the said Agreement and supplements shall be fully binding.

SCHEDULE OF COMMISSIONS

*Individual Major Medical Policies and Group Association Certificates
Underwritten by Imerica Life and Health Insurance Company*

Product	Year 1	Year 2 +
Individual Major Medical (MM 0703)	20%	5%

Applications submitted for the Product, Policies or Certificates listed above shall be subject to the Schedule of Commissions on and after the date shown below.

**All of these Policies and Certificates may not be available to you for sale in your state. Check with Company for state availability.*

SIGNATURES

Executed on _____ day of _____ 20 _____

Producer Signature _____ Date _____

Signature Authorized _____ Date _____

Officer - ILH _____ Date _____

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