

AGENT CONTRACTING KIT

REPRESENTATIVE NAME

SOCIAL SECURITY NUMBER

DATE OF BIRTH

EMAIL ADDRESS

TAX ID

COMMISSIONS TO BE PAID TO

IMMEDIATE UPLINE

JOB TITLE

WOW

BUSINESS ADDRESS

CITY

STATE

ZIP

BUSINESS PHONE

MAILING ADDRESS

CITY

STATE

ZIP

CELL PHONE

HAVE YOU EVER BEEN CONVICTED OF A FELONY OR CRIME, OTHER THAN A TRAFFIC VIOLATION? Yes No (IF YES, EXPLAIN BELOW)

STATES LICENSED (CHECK ALL THAT APPLY):

- | | | | | | | | | | |
|-----------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|
| <input type="checkbox"/> AL | <input type="checkbox"/> AK | <input type="checkbox"/> AZ | <input type="checkbox"/> AR | <input type="checkbox"/> CA | <input type="checkbox"/> CO | <input type="checkbox"/> CT | <input type="checkbox"/> DC | <input type="checkbox"/> DE | <input type="checkbox"/> FL |
| <input type="checkbox"/> GA | <input type="checkbox"/> HI | <input type="checkbox"/> ID | <input type="checkbox"/> IL | <input type="checkbox"/> IN | <input type="checkbox"/> IA | <input type="checkbox"/> KS | <input type="checkbox"/> KY | <input type="checkbox"/> LA | <input type="checkbox"/> ME |
| <input type="checkbox"/> MD | <input type="checkbox"/> MA | <input type="checkbox"/> MI | <input type="checkbox"/> MN | <input type="checkbox"/> MS | <input type="checkbox"/> MO | <input type="checkbox"/> MT | <input type="checkbox"/> NE | <input type="checkbox"/> NV | <input type="checkbox"/> NH |
| <input type="checkbox"/> NJ | <input type="checkbox"/> NM | <input type="checkbox"/> NY | <input type="checkbox"/> NC | <input type="checkbox"/> ND | <input type="checkbox"/> OH | <input type="checkbox"/> OK | <input type="checkbox"/> OR | <input type="checkbox"/> PA | <input type="checkbox"/> RI |
| <input type="checkbox"/> SC | <input type="checkbox"/> SD | <input type="checkbox"/> TN | <input type="checkbox"/> TX | <input type="checkbox"/> UT | <input type="checkbox"/> VT | <input type="checkbox"/> VA | <input type="checkbox"/> WA | <input type="checkbox"/> WV | <input type="checkbox"/> WI |
| <input type="checkbox"/> WY | | | | | | | | | |

AGENT CHECKLIST:

- | | | |
|---|---|---|
| <input type="checkbox"/> LICENSE COPIES | <input type="checkbox"/> W9 | <input type="checkbox"/> REPRESENTATIVE AGREEMENT |
| <input type="checkbox"/> E&O | <input type="checkbox"/> AUTOMATIC DEPOSIT FORM | <input type="checkbox"/> & COMMISSION ADDENDUM |

CONTRACTING CAN BE EMAILED, FAXED OR MAILED:

BY EMAIL: Contracting@GeneralAgentCenter.com

BY FAX: 800-471-7996

BY MAIL: 8700 EAST VISTA BONITA DRIVE #174, SCOTTSDALE, AZ 85255

ASSIGNMENT OF COMMISSIONS

For valuable consideration, receipt of which is hereby acknowledged, the Assignor (Name of Agent or Agency) _____ hereby absolutely and irrevocably assigns to (Name of Agent or Agency) _____ (hereinafter called the "Assignee"), all rights and interest to commission on all policies due or to become due from General Agent Center (hereinafter called the "Company") under the Assignor's contract with the company dated _____ provided, however, that such commissions shall be subject to the terms of said agreement.

Assignor hereby directs the Company to pay the aforesaid commissions to the Assignee, and releases the Company from any and all liability to the Assignor by reason of payment of such commissions.

Assignor Signature

TIN / SS Number

Printed Name

Date

ACCEPTANCE OF ASSIGNEE

Assignor hereby directs the assignment of the above described commissions and agrees to be bound by the terms and conditions of the above referenced Agreement as they affect the above described commissions.

Assignee Signature

TIN / SS Number

Printed Name

Date

COMPANY ACCEPTANCE

The Company hereby accepts the assignment of the above described commissions.

General Agent Center

Date



8700 EAST VISTA BONITA DRIVE #17 • SCOTTSDALE, AZ 85255
Phone: 800.366.3467 • Fax: 800.471.7996 • www.GACQUOTE.com

AGENT CONTRACTING KIT

On this _____, the undersigned, General Agent Center and General Agent Center ("Covered Entities") and _____ ("Business Associate/Vendor/Service Provider" hereinafter BA) have entered into this Agreement/Contract (hereinafter "contract") for the purposes herein set forth.

1. Business Associate Relationship

- a. Covered Entity and BA are parties to this certain contract, and BA is performing functions or tasks on behalf of Covered Entity.
- b. Covered Entity is bound by the regulations implementing the Health Insurance Portability and Accountability Act of 1996, P. L. 104-191 ("HIPAA"), 45 C.F.R. Parts 160, 162 and 164 ("the Security and Privacy Rules"), the American Recovery and Reinvestment Act of 2009 ("ARRA") and other State and Federal Privacy, Security and Breach Notification laws and regulations. The intent and purpose of this, among others, is to comply with the requirements of the Security and Privacy Rules.
- c. In the performance of this contract, BA is performing functions on behalf of Covered Entity which may require access to certain Protected Health Information ("PHI") (as defined in 45 C.F. R. §164.501) that is subject to protection under HIPAA, the Security and Privacy Rules as well as state data security and privacy legislation.

NOW, THEREFORE in consideration of the mutual promises and covenants contained herein, and in furtherance of the mutual intent of the parties to comply with the requirements of the federal Security and Privacy Rules and state law, the parties agree as follows:

2. Obligations and Activities of BA

- a. BA agrees not to use or disclose PHI other than as stated in this contract, or as required by Law.
- b. BA agrees to use appropriate physical, technical and administrative safeguards to protect and prevent the misuse or disclosure of the PHI other than as provided for in this contract.
- c. BA agrees to report promptly to Covered Entity any use or disclosure of the PHI not provided for by this contract or allowed by law of which it becomes aware.
- d. BA agrees to ensure that any vendor or subcontractor, with whom the BA does business, who could have intentional or inadvertent access (physical or electronic) to any PHI or other sensitive information, agrees to the same restrictions and conditions that apply through this contract to BA with respect to such information.
- e. Business Associate agrees to abide by and support the efforts of the Covered Entity to comply with all other aspects of the Security and Privacy Rules contained in HIPAA, including amendment, disclosure and reporting as well as comply with applicable state data security and privacy requirements.
- f. BA will provide auditable evidence to Covered Entity annually or upon request demonstrating compliance with this contract and the state and federal Security and Privacy Rules.

3. Obligations of Covered Entity

- a. Covered Entity shall notify BA of any changes or limitation(s) of its Notice of Privacy Practices in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect BA's use of disclosure of PHI.
- b. Covered Entity shall notify BA of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect BA's use or disclosure of PHI.

4. Miscellaneous

- a. Term. The term of this contract shall be effective as of the date of execution by the last party executing same, and shall terminate when all of the PHI provided by Covered Entity to BA, or created or received by BA on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with state and federal Security and Privacy Rules.
- b. Termination for Cause. Notwithstanding any other provisions of this Agreement, upon Covered Entity's knowledge of a material breach by BA of the terms of this contract, Covered Entity shall provide an opportunity for Business



AGENT CONTRACTING KIT

Associate to cure the breach. If the cure of the breach is not possible within the time specified by Covered Entity, the Covered Entity may terminate this contract.

- c. Effect of Termination. Upon termination of this contract, BA shall return or destroy all PHI received from Covered Entity, or created or received by BA on behalf of Covered Entity. Business Associate shall not retain copies of any PHI. If it is agreed between Covered Entity and BA that it is not feasible to return or destroy all of said PHI, then BA shall extend the protections of this contract to such PHI and for so long as BA maintains such PHI. This provision shall also apply to PHI that is in the possession of subcontractors or agents of BA.
- d. Interpretation. Any ambiguity in this Addendum shall be resolved to permit Covered Entity to comply with HIPAA Security and Privacy Rules.
- e. Provisions of Contract to Control. In the event of any conflict between the provisions of this contract and any of the other provisions of contracts between the parties, including any renewal, extension or modification thereof, the provisions of this contract shall control.
- f. Ownership of PHI. The PHI to which BA, or any agent or subcontractor of BA has access under the Agreement shall be and remain the property of Covered Entity.
- g. Indemnification and Contribution. Each party to this Addendum shall indemnify and hold the other harmless from any and all claims, liability, damages, costs and expenses, including attorney's fees and costs of defense, resulting from the action or omission of the other party. Specifically, the BA shall hold harmless and fully indemnify Covered Entity against all liability, costs, damages, expenses and losses of any kind, nature or description as a result of violations of laws and regulations or breaches by the BA or its Vendors/Service Providers resulting from failure to abide by requirements imposed by this contract or state and federal security and privacy rules. In the event that any liability, damages, costs and expenses arise as a result of the actions or omissions of both parties, each party shall bear such proportion of such liability, damages, costs and expenses as are attributable to the acts or omissions of such party.
- h. Injunctive Relief. Notwithstanding any rights or remedies provided for in this Agreement, Covered Entity retains all rights to seek injunctive relief to prevent or stop the inappropriate use or disclosure of PHI directly or indirectly by BA, or any agent or subcontractor of Business Associate.
- i. Waiver of Provisions. Failure by either party at any time to enforce or require the strict performance of any of the terms and conditions of this contract shall not constitute a waiver of such terms or conditions or modify such provision or in any manner render it unenforceable as to any other time or as to any other occurrence. Any specific waiver by either party of any of the terms and conditions of this contract shall be considered a one-time event and shall not constitute a continuing waiver. Neither a waiver nor any failure to enforce shall in any way affect or impair the terms or conditions of this contract or the right of either party to avail itself of its remedies.

NOTICES REQUIRED BY THIS CONTRACT SHALL BE SENT AS FOLLOWS:

GENERAL AGENT CENTER
8700 EAST VISTA BONITA DRIVE #174
SCOTTSDALE, AZ 85255

THUS DONE AND SIGNED ON THE DATE FIRST WRITTEN ABOVE:

X _____
MARC MALIN

X _____
BY: AGENT



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