



MedAmerica

Licensing Checklist

Please complete the following contracting papers. Remember to sign in the required areas. The more complete the application, the sooner it will be approved.

Agents Name: _____

Appointing Agent / Agency: _____

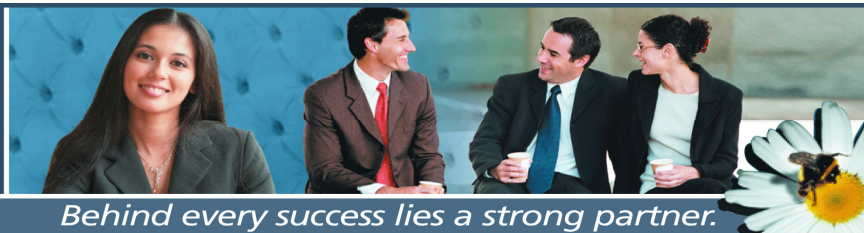
State(s) to be appointed in: _____
(Please include licenses)

Commission Level (if unknown, call MESSER 866-568-9649): _____

Writing Agent Checklist		MESSER Use
Complete & Sign MESSER Rep Agreement		
Complete and Sign LOP Agreement		
Complete and Sign W-9		
Complete and Sign Direct Deposit Agreement Attached Void Check		
Attach all state licenses for appointment states		
Attach front page of E&O coverage		

Please Return by Mail or Fax
 MESSER Financial Group - Attn: Contracting
 4301 Morris Park Dr. Charlotte, NC 28227
 Secure Fax: 800-319-5332 Phone 866-568-9649

For Office Use Only
Marketing Rep: _____ Date In: _____ Date Out: _____
<i>Notes:</i>



REPRESENTATIVE'S CONTRACT

THIS Contract sets out the complete agreement by and between MESSER FINANCIAL GROUP, INC. of

Charlotte, NC, herein called "MFG", and , _____
herein called "Agent". By signing this Contract, the Agent agrees to be bound by its, and any similarly executed addendums, attachments or schedules, that may be executed and made a part of this Contract. MFG expects to maintain agreements for services with insurance companies, herein called "COs" which are necessary to enable you to solicit applications for insurance. WHEREIN IT IS MUTUALLY AGREED UPON AS FOLLOWS:

APPOINTMENT

MFG hereby appoints the Agent to act on its behalf and be a representative of MFG only to the extent authorized herein. The Agent agrees that MFG or COs, as a condition of such appointment, may at their discretion complete an investigative report, including information regarding character, credit/income, reputation, and general health as set forth under the FAIR CREDIT REPORTING ACT

RELATIONSHIP

The Agent's relationship to MFG is that of an Independent Contractor and nothing contained herein shall be construed as creating the relationship of employer and employee between MFG and the Agent. The Agent shall be free to exercise his own judgment as to the time, place and manner in which to perform the services authorized under this Contract. No authority shall be implied from the authority expressly granted.

LIMITATION OF AUTHORITY

Except as expressly provided herein, the Agent or sub-agent shall have no authority, expressed or implied, actual or apparent, to act or fail to act or do anything whatsoever on behalf of MFG. The foregoing limitation of authority includes, but is not limited to the Agent and sub-agent not being authorized to (i) make any contract or incur any debt in the name or on behalf of MFG; (ii) make, modify or amend any application for insurance or any policy of insurance; (iii) extend or modify the time for making any payment which may become due on any policy; (iv) waive, alter, modify or amend any of MFG's rights, privileges or obligations under its policies or applications; (v) collect or receive premiums other than the initial premiums with applications for insurance; (vi) institute any type of administrative or legal proceedings in the name or on behalf of MFG for any cause or reason; or (vii) make any misrepresentations, promises or agreements on behalf of MFG. No act, forbearance or neglect on the part of either the Agent or MFG shall be construed as a waiver of any of the provisions of this Contract or imply the existence of any authority on behalf of the Agent not expressly granted herein.

ADVERTISING

The names, logos, trademarks and other advertising of MFG or COs may not be used unless approval is received in writing, and then only while this Contract is in effect. All circulars, advertisements or other material pertaining to MFG, COs or proprietary products or services, which you shall publish, print, distribute or use in any way shall not be used until first approved in writing by MFG and/or COs.

CONDUCT

MFG and COs may from time to time prescribe rules and regulations with respect to the conduct of the business covered herein. The Agent shall conform to and observe such rules and regulations as established. The Agent shall not make any misrepresentation in connection with the sale of any insurance policy or the solicitation of any application.

SOLICITATION

The Agent is hereby authorized to solicit applications for the approved products offered by MFG through COs, but only in those states that MFG and COs are authorized to do business in and provided that the Agent is in compliance with all applicable regulatory licensing requirements at the time of solicitation. The Agent agrees to assist MFG in obtaining documentation necessary for COs to issue policies.

COLLECTION OF MONEY

The Agent is not authorized to receive or collect any money due or becoming due to the COs with the exception of the initial premium payment on applications being obtained by the Agent. Initial premium checks should be made payable to COs or other entities as designated by MFG. The Agent shall have no authority to endorse or present for collection any check, draft or other instrument made payable to MFG or COs. Any and all monies collected shall not be used by the Agent for any personal or other purpose whatsoever, but shall be immediately sent to MFG for processing to CO's.

COMMISSION COMPENSATION

As compensation to the Agent, in full, for the performance of services as authorized in the Contract, MFG will pay commissions as set forth in the attached Schedules of Commissions. The rate of commissions may be changed, altered or amended from time to time by MFG, and effective upon any business written by the Agent subsequent to the effective date of the change. The Agent will receive at least five (5) days prior written notice of any change in the Schedule of Commissions. Commissions are calculated on the basis of the commission rate on the effective date of the policy and of original commissionable policy premium, unless the commissionable policy premium is decreased, at which time commission will be paid on the decreased premium. Commissions are not payable on administrative fees or policy application fees. In the event MFG's commissions on any in-force premium are reduced, commissions to the Agent on the same in-force premium may be reduced in the same proportion. If commissions on any premiums must be refunded by MFG to the COs, the Agent shall repay to MFG corresponding commissions that may have been previously paid to the Agent. Commission advances are at the sole discretion of MFG, and may be changed at any time by MFG without prior notice. Each advance paid to the Agent will be charged (debited) to the Agent's account, and MFG will credit the Agent's account with all commissions earned by the Agent. The Agent who receives commission advances from MFG may not market directly or indirectly the same or similar product through other commission sources within the same insurance company.

RECRUITING, CONTRACTING AND COMMISSIONS

The Agent is authorized to recruit other soliciting agents for Contracting with MFG. All Contracts with such agents shall be made directly with MFG. MFG reserves the right to refuse to Contract any proposed agent, or once done, to thereafter terminate the same. Should an agent be authorized by MFG to manage sub-agents, the Agent shall be responsible to MFG for the fidelity and honesty of any sub-agents, and for all funds collected or business done by or entrusted to him or his sub-agents. The Agent shall indemnify and hold MFG harmless from the expenses, costs, causes of action and damages resulting from or growing out of acts or omissions by him, his sub-agents or employees. The Schedules of Commissions constitute the total commission payable to Agent. Commissions payable to agents will be paid directly by MFG.

REFUNDS The Agent shall make prompt refund of all commissions paid to Agent or sub-agents on which the COs declines to issue a policy and on any application on which a policy shall be issued by the COs and not accepted by the applicant. The Agent shall also make prompt refund of all commissions to MFG if the COs has to rescind all premiums due to a fraudulent application. If any premiums shall be refunded by the COs for any reason or cause before or after termination of this Contract, the Agent shall repay to MFG all commissions previously allowed on that premium. MFG reserves the right to offset all commissions accrued or to accrue to the Agent against any refunds due from the Agent or his sub-agents.

DELIVERY OF POLICIES

All policies sent to the Agent shall be delivered promptly to the applicant and whenever delivery of the policy cannot be made within 14 days of being received by the Agent, the Agent will immediately return the policy to MFG with a written report stating the specific reason for non-delivery

SERVICE OF POLICIES

The Agent shall service all policies that the Agent initially sells. Agent agrees that commissions paid to Agent in accordance with the terms herein constitute full payment for soliciting the application that resulted in the policy being issued and the continued servicing of the policyholder. In the event that the policyholder shall request another agent of record, if the soliciting agent received commission advances from MFG, then first year commissions will continue to be paid to the soliciting agent. All subsequent commissions will be paid to the requested agent of record. Should another Agent of MFG submit additional applications on a policyholder or group policyholder, the original Agent shall continue to be paid commissions on policies which Agent originally sold; however, the original Agent will not be paid commissions on the additional applications which were solicited by another Agent of MFG.

AGENT'S FEES AND EXPENSES

The agent shall be responsible for the payment of all taxes, fees or levies imposed upon him for the purpose of doing business. The Agent shall pay for any and all expenses incurred by him in the performance of this Contract, unless the Company has in writing agreed to do otherwise.

INDEBTEDNESS

MFG shall have a first lien on all commissions payable under this Contract or any monies due the Agent by MFG for any debt owed by the Agent or his sub-agents to MFG or to another person or persons acting for MFG. For purposes of this Contract, indebtedness shall include, but not be limited to, advanced commissions, lead costs, collection fees including attorneys fees, or other cash advances. MFG may at any time offset against all commissions accrued or to accrue to the Agent any debt due from the Agent arising from all transactions under this or any other previous Contract or any amount becoming due from a sub-agent of the Agent. The entire indebtedness of the Agent may be deemed due and payable in full within sixty (60) days of demand by MFG. MFG shall have the right to escrow an Agent's earned commissions to secure the indebtedness of sub-agents for which the Agent is responsible.

ASSIGNMENTS

No assignment of this Contract or any compensation payable hereunder shall be valid and binding on MFG, unless authorized in advance, in writing by the President or Treasurer of MFG. Any assignment so authorized shall be subject to any and all indebtedness of the Agent then existing or thereafter occurring.

ALL SUMS PAYABLE

Any and all sums of money due and to become due MFG from the Agent shall be payable at the MFG office in Charlotte, North Carolina.

ACCOUNTING

MFG will each month, or at reasonable intervals, furnish the Agent with a statement of his account and remittance for any amount due him. The Agent hereby agrees that the ledger accounts of MFG shall be competent and sufficient prima facie evidence of the state of accounts between the parties hereto. Upon receipt of such statement, the Agent shall immediately examine same, and if not satisfied as to the accuracy and correctness of same, shall return said statement and remittance to MFG with full particulars of any discrepancy therein. Failure of the Agent to notify MFG within twenty (20) calendar days from the date he receives such statement and remittance shall be deemed an admission by the Agent of the accuracy and correctness of such statement and remittance.

SERVICE CHARGE/ ADMINISTRATIVE FEE

MFG may charge a monthly service fee of up to 1.5% on any outstanding indebtedness on the Agent's statement of account. MFG may charge a monthly processing fee of up to \$20 to any Agent.

AGENT RESPONSIBILITIES UNDER FEDERAL AND STATE TAX LAWS

The Agent is hereby advised that as an Independent Contractor, the Agent has certain responsibilities under the federal and state (where applicable) tax laws. The Agent must report all commissions to the Internal Revenue Service and appropriate State Department (where applicable) on the appropriate tax form and pay certain taxes due with respect to these amounts. To assist the Agent in complying with these requirements, MFG, after the close of each calendar year, furnishes the Agent with a copy of the Form 1099 that MFG is also required to send to the Internal Revenue Service and, if applicable, appropriate State Department.

VIOLATION OF LAWS AND MFG RULES

The Agent shall not rebate or offer to rebate any premium or premiums on a policy of insurance issued by the COs, or induce any customer of MFG to discontinue the payment of any premiums on any policy, or induce or endeavor to induce any Contracted agent of MFG to discontinue active service, or violate any insurance law, regulation or ruling of any Insurance Commissioner or Department in any State, or violate MFG or COs prescribed rules or regulations. In the event the Agent should do any of the acts aforementioned before or after termination of the Contract, MFG shall have the right, at its discretion, to declare a complete forfeiture of any and all compensation due or to become due under this Contract

TERMINATION WITHOUT CAUSE

The Agent or MFG may terminate this Contract at any time by giving a ten (10) day written notice to the other of such termination and mail in same to the last known address of the other party. The Contract shall be terminated by the death or permanent disability of the Agent. Disability will be determined by MFG in accordance with current published federal Social Security guidelines.

TERMINATION WITH CAUSE

This Contract will terminate for cause immediately if Agent violates any provision of this Contract, fails to respond in a timely manner to an agent allegation, is adjudicated bankrupt or violates any provision of the association agreement.

COMMISSIONS AFTER TERMINATION

The Agent's right to receive all commissions that may accrue on account of policies issued on applications secured by Agent or his sub-agents, shall "IF" vested be payable to the Agent upon termination of this Contract without cause, unless such commissions in any one month amount to less than \$50.00, in which case no further commissions shall be payable. If there is no surviving spouse, or if the spouse dies prior to receiving all commissions payable hereunder, then such commission shall be paid to the Executors or Administrators of the Agent's Estate. If this Contract is terminated with cause, as defined in this Contract, no further commissions or other compensation or allowance will be payable.

ERRORS AND OMISSIONS COVERAGE

The Agent agrees at time of initial contract with MFG to furnish satisfactory evidence of Errors and Omissions coverage to secure the faithful performance of his duties. The Agent is also required to continuously maintain such coverage, and is subject upon demand by MFG to provide proof of this coverage.

CLAIMS AND LITIGATION

The Agent has no authority to institute legal proceedings in the name of MFG or COs, nor shall he institute any legal proceedings in connection with the transaction of business on behalf of MFG unless such actions shall have been approved in advance by MFG. The Agent shall defend any act or alleged act of his own at his own expense, and shall pay to the agency on demand any costs or expenses incurred by MFG should MFG be made a party to, have to answer, or defend any such suit because of the Agent's act or acts. However, MFG may, if not satisfied with the manner in which such defense is conducted, employ counsel to conduct the defense, and any expense thus incurred shall be paid by the Agent unless, in the judgment of MFG, the Agent is in no way at fault or responsible for such suit and MFG agrees in writing to bear the expenses of such litigation.

VENUE STATED

Any suit between MFG and the Agent growing out of any transaction arising from, based on, or in any way connected with this Contract shall be instituted and tried only in Mecklenburg County, North Carolina. All the terms, provisions and conditions of this Contract shall be conducted according to the laws of North Carolina.

MODIFICATION

This Contract cannot be changed by any verbal promise or statement by any of the parties hereto, and no written modification or change shall bind MFG, unless it is signed by the President or Treasurer of MFG and expresses an intention to modify or change this Contract. This Contract supersedes any previous contract(s) with MFG.

CONFIDENTIALITY

The Agent understands and agrees that information including, but not limited to, agent lists, customer lists and trade secrets are proprietary in nature and are owned by MFG. These lists and information are extremely confidential and the Agent is expressly prohibited from disclosing any of the information contained therein to any third party and may only use the lists and information as authorized by MFG. Any disclosure or unauthorized use by the Agent will subject MFG to immediate and irreparable damage and, because such damages would be difficult to calculate, in addition to other rights and remedies available to MFG, MFG shall be entitled to injunctive relief to stop or prohibit such disclosure or unauthorized use from any court of competent jurisdiction. In addition, the Agent will forfeit any and all vesting rights as well as future renewals under this Contract

VESTING

An agents commission will be Vested once an agent has been with MFG for a period of _____ months. Vesting pertains to all comp including the remainder of first year comp and renewals. All comp is subject to the \$50 minimum clause mentioned previously in this contract.

MFG BUSINESS

MFG may discontinue or withdraw from the Agent any policy plan and may fix commissions on any policy plan offered by MFG. MFG reserves the right without notice or liability to retire from any state or territory and at its discretion discontinue said policy plans; set minimum production requirements; change commissions; and amend, add, delete or modify any MFG procedure.

LEAD PROGRAM

If the Agent is participating in a MFG lead program, the Agent agrees that such leads may only be used in the sale of products sponsored by MFG, and that these leads may not be sold or given to other agents without the express written consent of an officer of MFG. Any violation of these lead program guidelines may result in the Agent forfeiting all vesting rights and future renewals under this Contract.

DEFINITIONS

Where the words “representative,” “person,” or the pronouns “he,” “him,” or “his” are used in the Contract, they are intended to mean the Agent, whether the Agent is an individual, a partnership, or a corporation. Where the word “policy” is used herein, it also means “certificate” of insurance. Where the word “commissions” is used, it means “first year and renewal commissions.”

IN WITNESS WHERE OF, this Contract is executed in duplicate this _____ day of, _____, _____ (YR), and when approved by an authorized officer of The MESSER Financial Group, INC., shall be effective for all purposes as of the aforesaid date.

Agent’s Signature: _____

Print Agents Name: _____

MFG Authorized Signature: _____

PERSONAL GUARANTY IF AGENT IS NOT SOLE PROPRIETOR

To induce The MESSER Financial Group, L.L.C. to execute this Contract and in consideration therefore, the undersigned does hereby unconditionally guarantee performance by the legal entity and its Agents under this Contract. The undersigned waives all notices with respect to this Guaranty, including notice of any failure of the legal entity and its Agents to perform its obligations under this Contract or to pay when due any amount due there under. This Guaranty is unconditional and absolute.

Personal Guaranty Signature: _____ (L.S.)



An Excellus Company

MedAmerica Insurance Company Home Office: Pittsburgh, PA
MedAmerica Insurance Company of Florida Home Office: Orlando, FL
MedAmerica Insurance Company of New York Home Office: Rochester, NY



Appointment Request Routing Form

Required for All Requests for Writing Number

To Be Signed by Sponsoring Agent/Agency and submitted to Supervising General Agent

Supervising General Agent:

1. Completes Routing Form; and
2. Attaches Commission Schedules; and
3. Submits to MedAmerica

Separate Routing Form and signed Commission Schedule(s) required for Each Product

ALL INFORMATION IS REQUIRED—Please Print

This Section to be Completed by Supervising General Agent				MedAmerica/Marketing Organization Use Only	
Producer Name (First, Last)	NPN# (Required)			Hierarchy Assigned Code	Commission Schedule Assigned Code
Immediate Upline of this Producer = Sponsoring Agency-Signature Required**	NPN#	OR	TaxID	Hierarchy Assigned Code	Commission Schedule Assigned Code
Supervising General Agent	NPN#	OR	TaxID	Hierarchy Assigned Code	

****SPONSORING GENERAL AGENT**

MESSER Financial Group, Inc	Roy K Messer
Sponsoring Agency Name:	Print Name of Person Signing for Sponsoring Agency
By the Signature below, I attest by the authority of the above agency, that the named agency is sponsoring this person as a producer to be appointed with Medamerica and recognize it is our agency's responsibility to train this producer.	
This producer is: (Check One)	
<input type="checkbox"/> Commissioned Producer	
<input type="checkbox"/> Licensed Only Producer	
ALL MAIL WILL BE DELIVERED TO THE PRODUCER AT THE MAILING ADDRESS RECORDED ON THE PRODUCER PROFILE.	
X	
Signature of Sponsoring Agency Principal (owner/president/person with authority to sign)	Title of person signing Date

**The Sponsoring Agency can be the Immediate Upline or any agency in the upline of the producer.
The signing agency is taking responsibility for the training of the producer.

For MedAmerica Use Only		
State(s)	Effective Date	Writing Number

Confirmation of writing numbers will be sent to the email address on file for the Supervising General Agent.

PRODUCER PROFILE

You may not solicit applications on Our behalf until your appointment has been processed according to state insurance department regulations. Applications dated prior to this agreement and/or appointment effective date will be returned.

I. PRODUCER INFORMATION: (ALL FIELDS are REQUIRED unless otherwise indicated.)

Producer Name (First, MI, Last)			Social Security Number			National Producer No.-NPN#					
Legal Residence Street Address (PO Box Not Adequate-Must Provide Street)						Mailing/Delivery Street Address (if different)					
City			State			Zip					
City			State			Zip					
Business Phone (Required)			Business Fax (Optional)			Home Phone (Optional)			Mobile Phone (Optional)		
MM / DD / YYYY			<input type="checkbox"/> Male <input type="checkbox"/> Female								
Date of Birth			Sex			Email (Required)					
Your Agency Name (if you are the Principal of the Agency and also submitting Agency Profile)						Agency Tax ID (if applicable)					

II. ERRORS AND OMISSIONS – Copy of E/O required that lists you as covered under the policy.

			MM / DD / YYYY					
Carrier Name			Policy Number			Expiration Date		

III. PRODUCER'S STATEMENTS (Check Yes or No)

	Yes	No
1. Have you ever been convicted or pled nolo contendere for any offense other than minor traffic violations?		
2. Have you ever filed for bankruptcy, been a party in an insolvency proceeding or been a party to a tax lien?		
3. Has your insurance license ever been fined, suspended, placed on probation, or is currently under investigation?		
4. Are you now, or have you ever been, in debt to any insurance agency or carrier?		

If your answer is "YES" to any of the above, please provide details on a separate sheet of paper and attach

IV. FAIR CREDIT REPORTING ACT NOTICE:

You are hereby notified that a background investigation and license verification will be completed on You prior to Your appointment with Us. You authorize a release of written and verbal information about Yourself that may contain facts about Your background, general reputation and license to solicit insurance. You have the right to make a written request for information on the Reporting Agency as well as the nature and scope of the investigation. Furthermore, You have the right to (a) be told if the information in the investigative report negatively impacts Your application; (b) contact the Reporting Agency for full disclosure of the information contained in the investigative report; (c) dispute inaccurate information with the Reporting Agency. You can request a copy of the FCRA by contacting the Federal Trade Commission, Bureau of Consumer Protection - FCRA, Washington, DC 20580.

V. RESIDENT STATE APPOINTMENT REQUEST AND REQUIREMENTS----

Check the ONE State you are Licensed as a RESIDENT AGENT—

All Producers are REQUIRED to provide the Resident State License and all Resident State Training Required.

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

VI. NON-RESIDENT STATE APPOINTMENT REQUEST AND REQUIREMENTS-

Check All States You are Requesting a Non-Resident Appointment in and attach copies of Non-Resident License(s).

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

PRODUCER PROFILE (continued)

VII. New Business		
Have you solicited an application on MedAmerica's Behalf?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
If Yes to the above question: Please provide the date the application was signed by the applicant and what state.	<input type="text"/>	
	MM / DD / YYYY	
	Application Sign Date	State of Solicitation
VIII. Producer Signature and Corporate Code of Business Conduct Acknowledgement		
I certify that all of the information provided above is true and accurate.		
I acknowledge that I have received The Lifetime Companies (the "Corporation") Code of Business Conduct. I have read the Code and understand its purpose. I understand that the Code applies to me and have abided by the Code, and will abide by the Code, in soliciting any applications on behalf of the Corporation. I understand that I have a duty to report any violations of the Code and that if I fail to report a violation of any provision of the Code that I may face termination of my contract to represent the Corporation.		
X		
Producer Signature	Date	

ROUTING FORM (LTC685-RTE-9/2011) IS REQUIRED WITH THIS DOCUMENT



Licensed Only Producer Agreement

This Licensed Only Producer Agreement is between MedAmerica Insurance Company, MedAmerica Insurance Company of New York, and MedAmerica Insurance Company of Florida (hereinafter referred to as "Company") and:

PRINT PRODUCER NAME (FIRST NAME, MIDDLE INITIAL, LAST NAME)

(hereinafter referred to as "Producer"). All provisions of this Agreement shall be in effect when (a) signed by the Producer; and (b) signed and accepted by the Company. This Agreement shall replace and supersede any prior Licensed Only Producer Agreement between Company and Producer and will remain in effect until terminated.

I) RELATIONSHIPS & AUTHORITY:

- A) **RELATIONSHIP:** The Producer is an independent contractor with respect to the Company. The relationship between the Company and the Producer is not employer/employee, partners or joint ventures. The Company may from time to time prescribe such rules and regulations with respect to the conduct of the business covered by this Agreement that do not interfere with the Producer's freedom of judgment and action hereunder. The Producer will observe such rules and regulations and any manuals, published guidelines and/or specific instructions from the Company. The Producer will not violate any laws, rules or regulations of any federal, state or local government, department or bureau having jurisdiction, nor induce or try to induce any other Producer to violate such laws, rules or regulations. The Producer agrees to comply with the Company's requests for information on investigations for issuance of policies, resolutions of complaints and adjudication of claims; this obligation shall survive the termination of this Agreement.
- B) **SOLICITATION & APPOINTMENT:** The Company authorizes the Producer to solicit the Company's Products in those states where: (i) The Company has approved Products; (ii) The Producer is in compliance with any and all regulatory licensing requirements at the time of solicitation, if any, and; (iii) The Producer has been appointed by the Company, if required, in accordance with all applicable laws. Applications submitted by a Producer to the Company that are dated prior to the Producer's appointment date will be returned.
- C) **HIERARCHY:** The Producer acknowledges and accepts their place in the hierarchy of the Sponsoring General Agent (as identified in Section II below) named in the Producer Profile and agrees to accept the guidance, supervision and management of said Sponsoring General Agent. Producers requesting transfer from their current Sponsoring General Agent to another Sponsoring General Agent may request transfer by submitting the request in writing. The Company will follow the transfer policy in effect at the time of the written request. Transfers are allowable at the sole discretion of MedAmerica. MedAmerica will not abide by nor enforce any third party transfer agreement between the Producer and the Hierarchy.
- D) **LIMITATIONS:** The Producer shall not have the authority to: (i) Adjust, compromise, settle or pay any claim made on Policies; (ii) Bind coverage under, or alter or discharge any policy; (iii) Make representations not strictly in accordance with the provisions of the policies; (iv) Extend the time of payment of premium; (v) Waive or extend any policy obligation or condition; (vi) Make any settlement or agreement regarding the settlement of any claim that may be made against the Company; (vii) Receive any premium except the initial premium due on any policy issued under this Agreement; or accept any initial premium other than by check or money order payable to the Company. The Producer shall hold all initial premium payments and all other funds belonging to the Company in trust on behalf of the Company, and remit the premium to the Company within twenty-one (21) calendar days after receipt thereof. In addition, the Producer shall not have the authority to: (viii) Endorse checks payable to the Company or incur any expense or obligation in the name of or on behalf of the Company; (ix) Solicit if the Producer's license(s) or appointment(s) expires or terminates for any reason; and (x) Directly or indirectly, induce or try to induce any policyholder of the Company's to discontinue the payment of any premium or lapse or surrender any policies of the Company, except in cases of policy increases.

II) ASSIGNMENT OF COMPENSATION:

The Producer agrees that by signing this agreement delivery of commissions earned to the below named Sponsoring General Agent shall satisfy any obligations of the Company to pay such commissions to the Sponsoring General Agent, and that Producer will not look to the Company for such commissions.

Please Print

Sponsoring General Agent's Name:	Messer Financial Group, Inc
Agency Name (if applicable):	
Street Address:	4301 Morris Park Dr
City, State, Zip Code:	Mint Hill, NC 28227

III) INDEMNITY:

The Producer shall indemnify, defend and hold the Company harmless from all claims, suits, hearings, actions, damages of any kind, liability, fines, penalties, losses, costs or expenses (including court costs and attorneys fees), caused by or resulting from any allegation of or misconduct, error, omission or other unauthorized act by the Producer (including the failure to adhere to relevant state compensation laws and regulations, if applicable); and for the Company's efforts to enforce this indemnification obligation. The Producer has no authority to institute legal proceedings on the Company's behalf of or in connection with any business of the Company. The Producer will send to the Company by certified mail (return receipt requested), within twenty-four (24) hours of receipt, any legal or regulatory documents served upon the Producer pertaining to the Company or the Producer's ability to perform its obligations hereunder. The Producer shall pay all costs and expenses (including amounts paid in settlement and attorney's fees and disbursements) related to the defenses of any legal action arising from any acts or omissions of the Producer. At the Company's option, the Company may control the defense of any such legal action.

IV) INSURANCE:

The Producer agrees at their cost to be covered by an errors and omissions policy with a minimum coverage of one million dollars (\$1,000,000) per occurrence. The Producer further agrees to provide evidence of such coverage upon request.

V) COMPLIANCE:

- A) The Producer shall not make, publish, issue or insert or cause to have published, issued or inserted any advertisement, letter, circular, pamphlet or other publication or statement, written or through the electronic media describing the Company, its Product(s) or mentioning the Company's name without the express prior written consent by the Company and the State Regulators (where required).
- B) In addition to the Indemnity of Section III and VI, in the event that the Company shall be subject to liability loss, expense, fine or penalty arising out of any unauthorized advertisement, the Producer shall be liable to the Company for all direct, consequential, or other damages of any kind and costs and expenses incurred by or awarded against the Company or for other payments, required to made by the Company as a result of settlement or otherwise.
- C) Any and all authorized advertisements, circulars and other printed materials and media are the Company's property and shall be returned to the Company promptly upon termination of this Agreement.

VI) PROTECTED HEALTH INFORMATION:

This Section shall be effective with respect to the use of information which is Protected Health Information within the meaning of 45 Code of Federal Regulations (CFR) Parts 160-164 and the requirements of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (HITECH Act), along with any guidance and/or regulations issued to date by the Department of Health and Human Services (DHHS). Additionally, this section shall be applicable notwithstanding any conflicting provisions of this Agreement. Producer is, or may be deemed to be a "Business Associate" of Company, as the term is defined under the CFR.

- A) **ELECTRONIC PROTECTED HEALTH INFORMATION:** For purposes of this Section, the term “Electronic Protected Health Information” means individually-identifiable information that is transmitted by electronic media or maintained in electronic media. “Electronic media” includes both storage media and transmission media. “Storage media” includes memory devices in computers (e.g., hard drives), and any removable/transportable digital memory medium (e.g., magnetic tape or disk, optical disk or digital memory card). “Transmission media” is used to exchange information that is already in an electronic storage media. “Transmission media” includes the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media.
- B) **LIMITATIONS ON USE AND DISCLOSURE:** Producer will not, in any manner or for any reason whatsoever, directly or indirectly: (i) use all or any portion of the Protected Health Information for any purpose other than solely for the performance of its obligations under this Agreement, except as necessary for the proper management and administration of the Producer as provided in 45 CFR 164.504(e)(4); (ii) except as set forth in this Agreement, disclose or otherwise make available in any manner or form to any person or entity all or any portion of the Protected Health Information; or (iii) take any action or fail to take or abstain from taking any action the effect of which would cause Protected Health Information to be disclosed or otherwise made available in a manner inconsistent with Producer’s obligations under this Agreement. In no event will Producer make any use or disclosure of Protected Health Information that Covered Entity is not legally authorized to make.
- C) **PERMISSIBLE USE AND DISCLOSURE:** Producer may disclose Protected Health Information to its employees only on a need-to-know basis, provided that Producer: (i) directs its employees to use the Protected Health Information solely for the purpose of fulfilling its obligations under this Agreement; (ii) informs its employees of the confidential nature of the Protected Health Information; and (iii) directs and causes its employees to treat Protected Health Information confidentially, as required of Producer under this Agreement. Upon request, Producer will provide Company with prompt written notice of all employees to whom Protected Health Information was disclosed. Producer will provide Company with advance written notice of all proposed subcontractors. All subcontractors of Producer must agree, in writing, to abide by the same terms and conditions that apply to Producer hereunder.
- D) **NOTICE OF PRIVACY BREACH, IMPROPER USE OR DISCLOSURE:** Producer will notify Company within the longer of 24 hours or one business day, upon learning of any use or disclosure of Protected Health Information in contravention of this Agreement. In addition, Producer will report, following discovery and without unreasonable delay, but in no event later than 48 hours following discovery, any “Breach” of “Unsecured Protected Health information” as these terms are defined by the HITECH Act and any implementing regulations. This obligation to report shall include any unauthorized acquisition, access, use or disclosure, even where Producer has determined that such unauthorized acquisition, access, use or disclosure does not compromise the security or privacy of such information, unless such is excluded from the definition of breach in 45 CFR 164.402(2). The notice will include by whom, to whom and for what purpose the Protected Health Information was used or disclosed, the specific Protected Health Information used or disclosed, the circumstances surrounding the use or disclosure, and the corrective measures Producer has taken to prevent further non-permitted access, uses, or disclosures. Producer will also provide Company with immediate notice upon learning of any security breach or security incident. A “security incident” includes the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with a system operation in an information system.
- E) **SAFEGUARDS:** Producer will implement and, upon request, provide Company with evidence of appropriate safeguards to ensure that Protected Health Information is not used or disclosed in a manner inconsistent with this Agreement. Such safeguards must, at a minimum, meet or exceed every security standard and implementation specification set forth in 45 CFR Parts 160-164. Producer will develop, implement, maintain, and use administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of Electronic Protected Health Information that Producer creates, receives, maintains, or transmits on Company’s behalf as required by the Security Rule, 45 CFR Part 164, Subpart C and as required by the HITECH Act. Producer also shall develop and implement policies and procedures and meet the Security Rule documentation requirements as required by the HITECH Act.
- F) **COMPLIANCE WITH TRANSACTION STANDARDS:** If Producer conducts in whole or part electronic Transactions on behalf of Company for which DHHS has established Standards, Producer will comply, and will require any subcontractor or agent it involves with the conduct of such Transactions to comply, with each applicable requirement of the Transaction Rule, 45 CFR Part 162.

- G) ACCESS TO RECORDS: (i) Company will have the right during normal business hours and upon reasonable notice to Producer, to audit Producer's books and records pertaining to this Agreement and to conduct on-site inspections of Producer's operations as necessary for Company to ensure Producer's compliance with this Agreement. Producer will cooperate fully with Company in the conduct of such audits and inspections; (ii) Producer will permit an individual (or the individual's personal representative) to inspect and obtain copies of any Protected Health Information about the individual that Producer created or received, and that Company does not maintain. Producer will promptly forward to its Company contact person, any Protected Health Information it creates or receives regarding an individual; and (iii) Producer will make its internal practices, books, and records relating to its treatment of Electronic Protected Health Information, and its use and disclosure of the Protected Health Information it creates for or receives from Company, available to the United States Department of Health and Human Services, to determine compliance with 45 CFR Parts 160-64, where applicable, the HITECH Act, or with this Agreement.
- H) AMENDMENT: Within 15 days of receipt of Company's request, Producer will promptly amend, or permit Company access to amend, any portion of the Protected Health Information that Producer created for or received from Company, so that Company may meet its amendment obligation under 45 CFR Section 164.526.
- I) DOCUMENTATION: Producer will document and keep records of such disclosures of Protected Health Information that are not: (i) part of the services provided by Producer under this Agreement; (ii) for national security or intelligence purposes; (iii) pursuant to a HIPAA compliant authorization; (iv) to correctional institutions or law enforcement officials; or (v) to the Customer to whom the Protected Health Information relates. The types of disclosures of Protected Health Information which Producer must document include but are not limited to the following: (i) for public health purposes; (ii) regarding abuse, neglect, or domestic violence; (iii) to a health oversight agency; (iv) in the course of a judicial or administrative proceeding; (v) to coroners, medical examiners, and funeral directors; (vi) to organ procurement organizations; (vii) for research; (viii) as required by law to prevent serious harm to health or safety; or (ix) to military or veterans officials. Producer further agrees that within thirty (30) days of receiving a written request from Company, Producer shall provide to Company the following information, at a minimum, about each such disclosure related to the Customer who has requested an accounting of disclosures: (i) the date of disclosure; (ii) the name of the person or entity who received the Protected Health Information and the address of such person or entity, if known; (iii) a brief description of the disclosed Protected Health Information; and (iv) a brief statement regarding the purpose of the disclosure including an explanation of the basis for the disclosure. Unless otherwise provided under the HITECH Act, Producer will maintain this information for at least six (6) years following the date of the accountable disclosure to which the Protected Health Information relates.
- J) REQUESTED/REQUIRED DISCLOSURES: Unless disclosure is permitted under this Agreement, if Producer is requested or required (by deposition, interrogatory, request for information or documents, subpoena, civil investigative demand or similar process) to disclose any Protected Health Information, Producer will provide Company with notice (by telephone, fax or any other reasonable form of communication) within 24 hours or one business day of request or demand, and before responding, so that Company may seek an appropriate remedy. Producer will furnish only that portion of the Protected Health Information that Company specifically authorizes Producer to disclose, or that Producer is legally required to disclose.
- K) RETURN OF PROTECTED HEALTH INFORMATION: Upon Company's request, or in the event that this Agreement is terminated, Producer will promptly return to Company or destroy all written material containing or reflecting any Protected Health Information. In the event that the return or destruction of any material containing or reflecting any Protected Health Information is infeasible, Producer may not further use or disclose the Protected Health Information and will certify same in writing to Company, upon their request.
- L) INDEMNIFICATION. Producer will indemnify and hold Company and any Company affiliate, officer, director, or employee from and against any claim, cause of action, liability, damage, cost or expense, including attorneys' fees and court or proceeding costs as well as notification and credit monitoring costs, arising out of or in connection with any non-permitted use or disclosures of Company's Protected Health Information or other breach of this section by Producer or any agent under Producer's control.
- M) SURVIVAL: The rights and obligations of the parties set forth under this Section will survive the termination of this Agreement.

VII) CODE OF CONDUCT:

Producer asserts that it has reviewed, executed and shall abide by Company's Code of Conduct.

VIII) TERM & TERMINATION:

This Agreement will remain in effect until terminated. Termination of this Agreement by any party with or without cause shall cause the Producer to cease representing the Company.

A) **TERMINATION WITHOUT CAUSE:** For all states other than Pennsylvania, this Agreement may be terminated without cause by either party with thirty (30) days written notice to the other party. Such termination shall be effective thirty (30) days from the date of mailing. In the state of Pennsylvania, this Agreement may be terminated without cause by either party upon ninety (90) days written notice by registered or certified mail. The Producer may, within thirty (30) days of receipt of notice of said termination, request in writing to the Insurance Commissioner of Pennsylvania that the Insurance Commissioner review the action to determine if said termination was in compliance with the law.

B) **TERMINATION WITH CAUSE:** For all states other than Pennsylvania, this Agreement will automatically terminate for cause for reasons including, but not limited to: (i) expiration, suspension or revocation of any of the Producer's required licenses; (ii) conduct by the Producer that exposes the Company to legal claims of any kind or results in fines or penalties to the Company; (iii) withholding of funds due to the Company; (iv) non-compliance with any federal, state or local laws, rules or regulation to which the Producer is subject; (v) commission by the Producer of an act involving dishonesty, fraud, theft, embezzlement, disloyalty or other act of moral turpitude as determined by the Company in its sole discretion; (vi) submission of information that the Producer knew or should have known was false to the Company; (vii) breach of a material term or condition of this Agreement. In the state of Pennsylvania, this Agreement may be terminated with cause by either party upon ninety (90) days written notice by registered or certified mail. The Producer may, within thirty (30) days of receipt of notice of said termination, request in writing to the Insurance Commissioner of Pennsylvania that the Insurance Commissioner review the action to determine if said termination was in compliance with the law.

IX) GOVERNING LAW:

This Agreement shall be governed by the laws of the State of New York.

X) MISCELLANEOUS:

We reserve the right, with or without cause, to refuse to appoint or to terminate the appointment of the Producer. The Company is solely responsible for underwriting Applications, administering Product(s) and settling policyholders' claims. In the event that any provision of this Agreement should be held to be void, voidable, unlawful or, for any reason unenforceable, the remaining portions hereto shall remain in full force and effect.

XI) REPRESENTATION:

The signature below certifies and represents to the Company that the Producer: (i) Acknowledges that it has received or has had the opportunity to receive independent legal advice from counsel of its choice with respect to this Agreement; (ii) Agrees to the terms of this Agreement and the Schedule(s) hereto; and (iii) Is properly licensed to solicit Company products. This Agreement may be executed via facsimile and such signatures shall be considered originals for all purposes.

Agreed To By:

Producer's Signature

Date

Producer's Name (Please Print)

**MedAmerica Insurance Company
MedAmerica Insurance Company of New York
MedAmerica Insurance Company of Florida**



William E. Jones, Jr., President and Chief Operating Officer

Date

Request for Taxpayer Identification Number and Certification

**Give form to the
requester. Do not
send to the IRS.**

Please print or type	Name (See Specific Instructions on page 2.)	
	Business name, if different from above. (See Specific Instructions on page 2.)	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		

Part I Taxpayer Identification Number (TIN)	List account number(s) here (optional)				
<p>Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2. 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 2.</p> <p>Note: <i>If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.</i></p>	Part II For U.S. Payees Exempt From Backup Withholding (See the instructions on page 2.)				
<table style="margin: auto;"> <tr> <td style="border: 1px solid black; padding: 2px;">Social security number</td> </tr> <tr> <td style="border: 1px solid black; text-align: center;"> + </td> </tr> <tr> <td style="text-align: center;">or</td> </tr> <tr> <td style="border: 1px solid black; padding: 2px;">Employer identification number</td> </tr> <tr> <td style="border: 1px solid black; text-align: center;"> + </td> </tr> </table>		Social security number	+	or	Employer identification number
Social security number					
+					
or					
Employer identification number					
+					

Part III Certification

Under penalties of perjury, I certify that:

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

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 2.)

Sign Here	Signature of U.S. person ▶	Date ▶
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Purpose of Form

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

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

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See **Pub. 515**, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

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

What is backup withholding? Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part III instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

- You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate **Instructions for the Requester of Form W-9**.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Authorization Agreement for Automatic Deposit

I (We) hereby authorize Messer Financial to initiate Automated Clearing House credits and, if necessary, make debits for any entries made to my account in error.

AGENT INFORMATION

Agent or Agency Name: _____

Social Security number/Tax ID number: _____

Phone Number: _____

Please indicate transaction type:

Set-up Change Cancel _____

Please indicate type of account:

Checking Savings _____

FINANCIAL INFORMATION

Bank Name: _____

Bank City: _____

State: _____ Zip: _____

Bank phone number: _____

Bank account number: _____

Bank routing number: _____

(Please provide the nine-digit routing number on your check, not the deposit slip)

This authorization will remain in force until written notification of termination or change is received by Messer Financial in such time and in such manner as to afford Messer Financial opportunity to act on it.

NOTE: Direct deposit set-up requires that the bank account and routing number must be verified for accuracy before any funds are transferred. For this reason, you may receive one or two commission checks that need to be cashed.

Print Name: _____

Signature: _____ Date: _____

Complete and fax this form to Messer Financial at 800-319-5332

PLEASE INCLUDE A COPY OF A VOIDED CHECK