

CONTRACTING INSTRUCTIONS

1. Complete and Sign the first and last page of the “Agent/Agency Contract”
2. Sign **ONLY** where indicated.
3. Leave the “Contract No. and Executed On” blank.
4. **Attach a CURRENT COPY of applicable CA-TX-NV Resident life license.**
5. Complete & return W-9 Form.

ATTENTION!

We cannot process your appointment unless you submit
a photo copy of your active license.

Please mail all of the above to:

DUTCHER INSURANCE AGENCY, INC.
7510 Shoreline Drive, Suite A-1
Stockton, CA. 95219

Email: dutcher@dutchernet.com

website: www.dutchernet.com

AGENT/AGENCY CONTRACT FORM

CONTRACT DATE: _____ CONTRACT NO. _____ AGENT NO. _____

NAME: _____ AGENT AGENCY BROKER GA TPA

BUSINESS ADDRESS: _____

HOME ADDRESS (If Agent): _____

LICENSE NO(S): _____

SOC. SEC. OR TAX NUMBER: _____ BUSINESS PHONE: _____

CLASS OF LICENSE: RESIDENT AGENT NON RESIDENT AGENT BROKER NON RESIDENT BROKER

CONSULTANT RESIDENT TPA NON RESIDENT TPA GENERAL AGENT OTHER

IF "OTHER", EXPLAIN: _____

STATES IN WHICH LICENSED: _____

LINE(S) OF LICENSE: LIFE A & H PROPERTY/LIABILITY OTHER

IF "OTHER", EXPLAIN: _____

COMMISSIONS PAID: DIRECT THRU GA NET PREMIUM SPECIAL (See Remarks)

REMARKS:

I, _____, do hereby certify that I am a duly qualified, licensed agent under the laws of the state(s) of _____, and I do further certify that the attached is a true copy of the contract attached hereto, Numbered _____, entered into with Safehealth Life Insurance Company of Aliso Viejo, California under the terms of which I shall act as an insurance sales agent for Safehealth Life Insurance Co. in accordance with the terms and provisions of said contract.

DATE: _____  _____
(Agent's Signature or Company Officer if an Agency)

DATE: _____ _____
(Countersigned by Officer of Safehealth Life Insurance Company)

AGENT/AGENCY CONTRACT

TO: _____

CONTRACT NO. _____ EXECUTED ON: _____

You are hereby appointed as an AGENT OF SAFEHEALTH LIFE INSURANCE COMPANY OF ALISO VIEJO, CALIFORNIA, herein called the "Company," to sell and service business on behalf of the Company, subject to the following:

1. **TERRITORY** - Your territory shall be any state in which you are properly licensed and we as a Company are approved to do business. However, no territory or product is assigned to you exclusively.

2. **DUTIES** - You shall actively solicit applications for insurance, collecting initial premiums in exchange for the official receipts furnished by the Company.

3. You shall observe all the rules and regulations of the Company and all state laws and regulations applicable to you. You are not authorized to represent or bind the Company in any manner, except as permitted by this contract.

4. You shall be free to exercise your independent judgment as to time, place and means of performing all acts under this Contract. Your relationship to the Company shall be that of **Independent Contractor**. Nothing contained in this agreement shall be construed to create the relationship of employer-employee between you and the Company.

5. You shall receive, in payment for your services, commissions on first-year and renewal premiums computed in accordance with the Company's rules and regulations.

6. You shall immediately forward to the Company the first premium, entire or partial, taken with an application; **the policy will be issued** upon receipt by the Company of such premium.

7. You shall promptly **deliver all issued policies** in accordance with the Company rules. You are expressly forbidden to deliver any policy or allow any policy to be delivered until the first premium has been paid in full.

8. If an application is rejected, for any reason, and no policy is issued, then the whole amount of monies collected by you will be **immediately returned to the applicant**. If the Company finds it necessary, for any reason, to cancel a policy and refund premiums, any compensation paid to you on the amount refunded shall be repaid to the Company, or may be deducted from any commissions payable to you.

9. You are authorized to **collect only the first premium** on the premium mode selected in the application for the policy. All such funds shall be sent to

the Company by the close of the next business day after their receipt or shall be deposited in a federally insured trust account with a financial institution located in your state until such funds can be sent to the Company, which in no case shall be more than five working days after such funds were received.

10. You are to pay all Occupational Taxes, Municipal Taxes and License Fees.

11. No **advertising material** shall be used by you without the Company's approval.

12. You cannot **assign any rights** under this contract without the written consent of the Company.

13. **Bonds**, as required by the Company, shall be paid by you.

14. If in the judgment of the Company a new policy is issued to replace a terminated policy, a new policy shall be **regarded as an exchange policy** and any commissions payable shall be determined by the Company.

15. The Company shall have a first lien on all compensation payable to you or your estate for payment of any indebtedness owing by you to the Company. The Company may, at any time, offset any indebtedness against compensation payable under this Contract or any previous Contract.

16. If gross premium is submitted, and is received by the Company for the current due date, the Company will give to you a monthly statement of all compensation becoming due and payable to you since the date of the previous monthly statement. Unless you file objections, in writing, to such monthly statement or accounting within 90 days after the date it is mailed to your last known address or delivered to you in person, the same shall be deemed conclusive.

17. The Company reserves the right to stop doing business in any territory at any time; **to discontinue the issuance of any policy; to change the rate or payment basis of any compensation** payable to you on any one or more plans of insurance. No change in the rate or basis of compensation will be effective until notice of such change is mailed to you, and such change

will only affect applications received by the Company after such notice is mailed.

18. This contract is in lieu of all other prior agreements and understanding between you and the Company, except that neither any indebtedness to the Company under previous contracts or otherwise, nor your rights to commissions payable on account of applications procured by you, on which the policy was issued and paid for prior to the date hereof, shall be impaired. This contract, except as herein provided, cannot be modified except in writing by an authorized officer of the Company.

19. If the terms of this contract or any other contract or amendments or supplements or Compensation Schedule, any commissions or other benefits are vested or become vested in you or become payable after your death, all your previous beneficiary designations are revoked and you hereby request and direct that all commissions or other benefits payable after your death shall be paid to the following named beneficiaries:

Primary Beneficiary and Relationship:

Contingent Beneficiary and Relationship:

If more than one primary beneficiary is named, payment is to be share and share alike and to the survivors or survivor of them. If more than one contingent beneficiary is named, payment is to be share and share alike and to the survivors or survivor of them. The contingent beneficiary will participate in the receipt of benefits only upon death of all primary beneficiaries prior to your death. You hereby reserve the right to change beneficiaries at any time.

20. Either party may terminate this Contract, without cause, upon thirty (30) days written notice delivered personally or mailed to the last known address of the other party.

This contract may be terminated immediately if:

1. You do not comply with the terms of the Contract;
or
2. Your license is terminated for a cause by the insurance department of any state; or
3. You commit fraud or fail to pay over, upon demand, money belonging to the Company.

Your Contract will automatically terminate upon your death or disability, as determined by the Company, if you are an individual, or upon dissolution, termination or discontinuance without a successor, if you are not an individual.

Upon termination you shall immediately repay any indebtedness due the Company, including advances.

21. Failure of the Company to cancel or terminate this Contract in case of your failure to comply with its provisions, or its failure to take advantage of its rights and privileges hereunder, shall not **constitute a waiver of rights and privileges.**

SEE REVERSE SIDE FOR COMMISSION SCHEDULE
(Your signature is required)

EXHIBIT A

COMPENSATION SCHEDULE

PAYMENT OF COMMISSIONS: Commissions computed in accordance with the following schedule(s) shall be payable monthly by the Company to the Agent as and when premiums are received and accepted by the Company. The commission shall be paid as long as said Agent is recognized by the Policyholder as the Agent of Record, and the Policyholder is serviced in a manner satisfactory to the Company. The commission is subject to any deductions therefrom that may be required because of any indebtedness of the Agent to the Company

SCHEDULE OF COMMISSION

LINES OF BUSINESS

**LEVEL SCALE
(All Years)**

LINES OF BUSINESS

**FIRST POLICY
YEAR**

**SECOND POLICY YEAR
AND THEREAFTER**

12%

8%

Where applicable, the first policy year commission rate shall apply to premium for insurance covering the period of one year (or any part thereof from the effective date of an issued policy). The renewal commission rate shall apply to premiums for insurance covering all succeeding years.

AGREED TO → _____
(Agent's Signature)

(Please print or type agent's name)

SAFEHEALTH LIFE INSURANCE COMPANY

BY: _____
(Signed by an Authorized Representative of the Company)

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name	
	Business name, if different from above	
	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.)	
	City, state, and ZIP code	
	List account number(s) here (optional)	
		Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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.

Social security number								
or								
Employer identification number								

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

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

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify you are not subject to backup withholding, or
3. 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 Entities.

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 under certain conditions withhold and pay to the IRS 30% of such payments **after** December 31, 2001 (29% **after** December 31, 2003). 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.

You will **not** be subject to backup withholding on payments you receive 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 be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. 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

5. 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 instructions on page 2 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.