



"Affordable Healthcare
for Everyone"

Healthy America Insurance Agency, Inc.
409 W Vickery Blvd
Fort Worth, TX 76104
Toll Free (800) 964-8331
Phone (817) 332-3068
FAX (817) 335-1270
healthyamerica.biz

REF. NO.

CON. NO.

PAYMENT

OFFICE USE ONLY

INFORMATION QUESTIONNAIRE

WE WELCOME YOU AS A MEMBER OF OUR TEAM.

FOR PROMPT PROCESSING, PLEASE PRINT

APPLICANT INFORMATION

Social Security Number/Federal ID Number

Birthdate (optional)

Applicant Name (Last, First, M.I.)

Company Name (Optional)

Address

Daytime Phone Number

Address

Evening Phone Number

City

State

Zip

Cell Phone Number

Email Address

FAX Number

LICENSE INFORMATION

License Number

Expiration Date of License

Type of License

State of License

SHIP TO: (For WELCOME PACK / UPS)

Ship To Name

Daytime Telephone Number

Ship To Address

City

State

Zip

BACKGROUND

The following questions **MUST** be answered, or the application will be returned:

1. Has your insurance license, from any state, ever been suspended or revoked? ☐ Yes ☐ No
2. Have you ever been convicted of a felony? ☐ Yes ☐ No
3. Have you ever declared any form of bankruptcy? ☐ Yes ☐ No
If yes, give type and date of filing.

Answering YES to any question would not preclude your acceptance as an Associate.

I hereby acknowledge that I have received a copy of the General Agent Contract. I commit to uphold the spirit of intent and values contained herein. I have read, understood, and agree to abide by the General Agent Contract.

I certify that the foregoing statements are true and correct to the best of my knowledge and belief. I hereby grant any licensed agent or employee of Healthy America or company for which Healthy America Insurance Agency, Inc. acts as general agent or wholesaler, permission to receive this Application and to verify such answers. I understand that any false statements on this application may be considered as sufficient cause for rejection, or for termination if such false statement are discovered. If accepted, I agree to comply with all the rules and regulations of the Department of Insurance.

GENERAL AGENT'S SIGNATURE

DATE

GENERAL AGENT'S CONTRACT

This Contract, and the Commission Schedule(s) attached hereto and made a part hereof for all purposes (collectively referred to as this Contract), made on this _____ day of _____, _____, by and between HEALTHY AMERICA INSURANCE AGENCY, INC. (hereinafter referred to as Company), and _____ (hereinafter referred to as General Agent) for the purpose of soliciting applications for insurance and insurance products written under the Company program which provides for the sale of life and health insurance products.

INDEPENDENT CONTRACTOR

It is expressly agreed that the relationship intended by this Contract between General Agent and Company shall be that of an Independent Contractor only, and that nothing contained herein shall be construed to create the relationship of employer and employee. This Contract or any benefit hereunder may not be assigned, transferred, pledged or encumbered in any way by the General Agent.

MANNER OF CONDUCTING BUSINESS

General Agent's clientele may be developed by him by any lawful means. He shall select his own hours and workdays and is under no obligation to account to the Company for his time. Company may hold sales meetings to acquaint the General Agent with new products and sales techniques for the benefit of the General Agent. However attendance at sales meetings will be optional and the expenses of attendance shall be the sole responsibility of the General Agent. General Agent shall be free to exercise his own judgment as to the time, routine, place, and method and manner he solicits insurance. General Agent agrees to grant the Company the right of first refusal on all applications. General Agent shall not solicit outside the jurisdiction for which he is licensed or contrary to the laws or insurance regulations of the states where he operates.

The Company may from time to time make available to the General Agent supplies, leads, name lists, advertising matter and other material designed to assist General Agent in soliciting business. All such material and other policyholder information, whether past, current or prospective, acquired by General Agent shall remain the sole property of the Company, shall not be duplicated and shall be returned to the Company within five (5) days after the termination of this Contract.

EXPENSES

General Agent shall be responsible for all expenses incurred in the production of insurance contracts for the Company. General Agent shall at his own expense furnish his own means of transportation, office or place of business, advertisements, form letters, letterhead, circulars, and any other relevant materials or expenses incurred in the solicitation of insurance for the Company.

General Agent shall be responsible to Company for all loss or damage arising from business done by and entrusted to him and shall indemnify and hold Company harmless from any and all expenses, costs, causes of action, loss or damages resulting from any improper or fraudulent or unauthorized acts or omissions of General Agent and any agent(s) under contract with Company and assigned to General Agent.

POWERS, DUTIES & RESPONSIBILITIES

During the continuance of this Contract the General Agent shall have the authority to:

- A. Remit all applications for insurance to the Company for approval or rejection and to collect only the initial premium payments due on such applications.
- B. Procure through agent(s) or personally through the Company, applications for insurance contracts written by the Company.
- C. When authorized by the Company and subject to Company approval, recruit, train and supervise other approved agents.
- D. General Agent shall have the duty of properly representing Company and developing his territory with diligence and in an ethical manner, and the General Agent agrees to conform to the rules, regulations, practices and minimum production requirements of Company.
- E. General Agent shall be responsible to Company for all monies and securities received by him for Company and shall hold such in trust separate from all other funds and securities, and promptly remit same to Company.
- F. Company reserves the right at any time to terminate the Contract of any agent appointed by Company and assigned to

General Agent.

- G. The General Agent shall not insert or authorize the insertion of any advertising matter bearing the Company's name in any publication, issue or distribute, or authorize the issuance or distribution of any circular or paper on behalf of the Company, without first submitting said advertising matter in writing to Company and receiving prior written approval of Company.

COMMISSIONS

Company agrees to pay the General Agent collected commissions on business written by General Agent or any agents assigned to him by the Company on premiums actually received and earned by the Company in accordance with the Commission Schedule(s) attached hereto. In the event Company shall, either during the continuance of this Contract or after its termination, refund premiums under any policy to an Insured; General Agent shall immediately repay to Company the amount of any commission paid him or his agent(s) on the premium so refunded.

- A. All commissions shall be calculated only on premium actually received by the Company. Commissions will be calculated only on those premiums paid by or on behalf of the insured. No commissions shall be paid on interest, or on premium waived or commuted by reason of death, disability or exercise of policy options.
- B. Company at any time while this Contract is in force or after its termination may off set and withhold against any claims by General Agent for commissions or other monies accruing to the account of the General Agent under the terms of this Contract any debts, liabilities or obligations of the General Agent to the Company and its affiliate companies. When an agent assigned to General Agent loses his vesting, that agent's account including the debit balance, if any, will be incorporated into General Agent's account with the Company. If any General Agent has agents assigned under the General Agent, General Agent is responsible for all indebtedness which any agent assigned to General Agent owes to Company. However, upon paying such indebtedness to Company, General Agent will be subrogated to Company's right against such agent and Company will, if requested, assign its rights in said indebtedness to General Agent, without recourse or warranty. General Agent's account will be credited with commissions from and debited for all charges against such agent account. General Agent further agrees that any indebtedness now or hereafter owing to the Company or its affiliates shall be secured by a first lien against the commissions or any other monies payable to General Agent under this Contract and any other contract General Agent may have with the Company or its affiliates.
- C. All amounts owed to Company or its affiliates by General Agent shall become due and payable immediately upon notice to the General Agent.
- D. The right to receive commission shall automatically terminate upon termination of this Contract except as provided herein. Payment of renewal commission upon termination of this Contract will be vested immediately, subject, however, to the Company's right of off set as set forth in this Contract, the limitations and exceptions described below and the provisions of the Loan Agreement section of this Contract.
- E. The right to receive any vested commissions or any vested renewal commissions, if any, shall immediately terminate without notice if:
- (1) This Contract is terminated by the Company for cause or for any violations of any of the provisions or agreements of the Contract.
 - (2) In any calendar year following termination the amount of vested renewal commissions paid under this contract is less than \$500.00 or the number of in-force policies is less than 25.
 - (3) Any debit balance is not repaid within 120 days after contract termination.
- F. At the sole option of the Company, payment of commissions will be held in abeyance for 120 days after termination to determine the existence of any sums which are to be off set against commissions.
- G. The Company shall deliver to the General Agent a monthly commission statement identifying the amount of commissions being paid to the General Agent. In the event that the General Agent disputes any portion of the monthly commission statement, the General Agent shall have 120 days to provide the Company with the details of the dispute in writing via certified mail, return receipt requested. Failure on the part of the General Agent to provide a written complaint within the 120 day dispute period shall amount to the waiver of any such dispute by the General Agent. This waiver shall amount to complete release of any and all claims that the General Agent might have for unpaid commissions.

The Company reserves the right to alter, increase, decrease, modify or withdraw the Commission Schedule and/or Loan Agreement Provisions of this Contract at any time.

LOAN AGREEMENT

If General Agent elects, Company may make periodic loans to General Agent against future credited commissions on applications written and submitted to the Company by General Agent or any agents assigned to General Agent. Such loans shall be made in lieu of payment of credited commissions as provided in the Commission Schedule.

- A. Such loan shall be a percentage of annualized insurance premium on production submitted on completed applications. The percentage loaned will be determined in the sole discretion of the Company.
- B. Any loan proceeds shall be reduced by the amount of chargebacks to General Agent's account from any source.

INDEBTEDNESS OF GENERAL AGENT

Any indebtedness owed by the General Agent to the Company shall be paid upon notice to the General Agent. In addition to the provisions of paragraph Department all indebtedness of the General Agent to the Company shall be secured by a first lien on any commissions or renewal commissions due to become due or the General Agent. The Company at any time may offset against all commissions accrue or to accrued to the General Agent, any debt due from the General Agent to the Company and its affiliate companies, whether now existing or hereafter arising. In the event any indebtedness is placed in the hands of a collection agency or attorney, or both, Company shall be entitled to recover, reasonable collection and attorney's fees, unless either party pleads otherwise.

INDEBTEDNESS OF AGENT

For the purposes of this paragraph, an "agent" shall be any agent of Company on whom General Agent receives an override commission, or who is assigned to General Agent and becomes a part of General Agent's hierarchy, irrespective of the number of levels of agents under General Agent. General Agent shall be fully responsible for any indebtedness (sometimes referred to as an "agent's debit balance") of an agent, and does hereby guarantee payment of any and all indebtedness of an agent. General Agent hereby approves any advances or loans which Company makes to an Agent, and Company shall not be obligated to obtain General Agent's approval of any specific loan or advance. Provided, however, in the event an agent's appointment with Company is terminated for any reason (whether by Company, the agent or by mutual agreement), the Company shall give the departing agent a period of 120 days within which to pay the indebtedness to Company by direct payment, application of renewal commissions or a combination thereof. In the event such indebtedness has not been discharged in full at the expiration of that 120 day period, the agent's right, if any, to further renewal commissions from Company shall automatically terminate, and General Agent shall be liable for and responsible to discharge such indebtedness just as though the General Agent had incurred such indebtedness directly. In such event, Company shall have the same rights and remedies to recover said indebtedness from General Agent as set forth in the paragraph under "Commissions". Upon payment and discharge of said indebtedness in full, General Agent shall be subrogated to Company's rights against agent, and may proceed directly against the agent without the joinder of Company.

DEPARTMENT

Should the General Agent at any time, either before or after termination of this Contract, wrongfully withhold any funds belonging to any applicant for insurance, a policyholder or the Company; or should the General Agent induce any policyholder to lapse, relinquish or surrender a policy with the Company; or should General Agent be in default under, or fail to comply with any provision, covenant, representation or warranty contained in this Contract or any other Contract agreement, or in any document or instrument related thereto, between the General Agent and the Company; or should the General Agent fail to comply with any State insurance laws or regulations, or Federal laws or regulations under which he or it is licensed or is otherwise subject; then the General Agent shall immediately forfeit his or its right to receive any commissions or any other compensation due or to become due, whether vested or otherwise, under this Contract or any other agreement with the Company.

ERRORS AND OMISSIONS

For the protection of General Agent and the Company, General Agent shall carry an Errors and Omissions liability policy of not less than \$100,000.00 per occurrence.

JURISDICTION, LAW, and VENUE

This Contract is subject to jurisdiction of the courts of the State of Texas and is to be interpreted in accordance with the laws

of the State of Texas. Venue for any action, suit or other proceeding, including non-contract disputes, shall be exclusively in Tarrant County, Texas. General Agent shall agree to the jurisdiction of the courts of Texas and waive any other venue.

ADDITIONAL PROVISIONS

This Contract is personal and not transferable. Any assignment, transfer, or sale of this Contract or any right to interest herein, without prior written consent of Company, shall not be valid or in any way binding upon Company.

The use of the masculine gender shall include the feminine gender and the use of the singular shall include the plural where appropriate.

This Contract takes effect on the date and year first above written.

ENTIRE AGREEMENT

This Contract constitutes the entire agreement between the parties. Further, this Contract expressly supersedes all previous agreements, including, but not limited to, all agreements between General Agent and UBA Insurance Services, Inc. and HA Partners, Inc., and no modification hereof shall be effective unless first reduced to a writing signed by all parties.

DISPUTE RESOLUTION

Except for the right of either party to apply to a court of competent jurisdiction for a temporary restraining order, a preliminary injunction or other equitable relief to preserve the status quo or prevent irreparable harm, any controversy or claim arising out of or relating to this Agreement or to its breach shall be settled by completing mediation. In the event that mediation fails to resolve the dispute, the parties agree to submit any and all claims they have against each other to binding arbitration by a single arbitrator in accordance with Rules of the American Arbitration Association, pursuant to an arbitration held in Fort Worth, Texas, and judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

TERMINATION

This Contract may be terminated at the will of either party hereto, for any reason or without cause, at any time upon actual notice, written or oral. Cancellation or loss of license shall automatically terminate this contract. General Agent agrees not to contract with insurance carriers represented by Company for one year. Company may obtain an injunction or temporary restraining order to enforce this provision.

This Contract shall be terminated by the death of the General Agent and all eligible renewal commissions shall be then vested and payable to the surviving spouse. If there is no surviving spouse then such renewal commissions shall be paid to the Executors or Administrators of the General Agent's Estate.

IN WITNESS WHEREOF, this Contract has been signed by the parties hereto.

Signature of Agent

HEALTHY AMERICA INSURANCE AGENCY, INC.

By: _____

Its: President

Date

Date

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 (as shown on your income tax return)	
	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"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. 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 3. 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 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number : : :
or
Employer identification number : : :

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. citizen or other U.S. person (defined below).

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 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain 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 provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Authorization for Direct Deposit

I authorize HEALTHY AMERICA INSURANCE AGENCY INC to deposit my payroll automatically to the account indicated below and, if necessary, to adjust or reverse a deposit for any payroll entry made to my account in error. This authorization will remain in effect until I cancel it in writing and in such time as to afford HEALTHY AMERICA INSURANCE AGENCY INC a reasonable opportunity to act on it.

Name on Bank Account: _____

Bank Routing No: _____ **Checking** ____ **Savings** ____

Bank Account No: _____

Agent Signature: _____ **Date:** ____/____/____

Important:

Please attach a voided check below. Fax this Authorization to 817-332-6234, or mail to:

HEALTHY AMERICA INSURANCE AGENCY
ATTN: MARY HILL
409 W VICKERY BLVD
FORT WORTH, TX 76104