



PSM Contracting Checklist:

- ✓ Complete Contract Signature Pages
- ✓ Copy of Voided Check for Direct Deposit
- ✓ Copy of Insurance License (s)

Contract Submission:

By Fax: (512) 233-0761

By Email: licensing@psmbrokerage.com

By Mail: Precision Senior Marketing

PO Box 203008

Austin, TX 78720-3008

Questions? Call (800) 998-7715



State Mutual Producer Agreement

PRODUCER AGREEMENT

This PRODUCER AGREEMENT (this "Agreement") is entered into this _____ day of 20____ ("Effective Date") by and between National Service Group of AmeriLife, LLC ("NSGA"), a Delaware limited liability company, and

(Producer Name)

located at: _____

("Producer").

(Street Address, City, State & Zip)

RECITALS

WHEREAS, NSGA desires to market State Mutual Insurance Company ("STATE MUTUAL") products, including but not necessarily limited to Medicare Supplement and other products offered by STATE MUTUAL,; and

WHEREAS, NSGA is seeking a network of independent Producers to provide beneficiary education, outreach and enrollment services to assist consumers and eligible Medicare beneficiaries applying for the STATE MUTUAL products.

NOW, THEREFORE, in consideration of the covenants, promises, representations and warranties set forth herein, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by the parties), intending to be legally bound hereby, the parties agree as follows:

I. APPOINTMENT AND RELATIONSHIP

- A. NSGA hereby authorizes Producer to act on its behalf and represent NSGA only to the extent authorized herein.
- B. Producer is an independent contractor with respect to the NSGA and nothing contained herein shall create or be construed to create the relationship of employer/employee between NSGA and Producer or between NSGA and any employee of Producer.
- C. Nothing herein contained shall be deemed to create an agency, joint venture, partnership or franchise relationship between Producer and NSGA. Producer acknowledges that Producer is NOT an employee of NSGA and is NOT entitled to NSGA's employee rights and benefits. Producer further agrees to waive any and all rights and entitlements under the EEOC and ADA, to the extent they exist. Producer shall be free to exercise independent judgment as to the time and manner in which Producer performs the services authorized by this Agreement.

II. SCOPE OF SERVICES, AUTHORITY AND RESPONSIBILITY OF PRODUCER

- A. Producer is hereby authorized, on behalf of NSGA and only in those states and counties where the parties are authorized to do business and where Producer is in compliance with all applicable regulatory requirements

at the time of solicitation, including insurance license requirements, to solicit applications for approved STATE MUTUAL products authorized to be marketed by the parties. A list of approved STATE MUTUAL products authorized to be marketed by Producer will be provided to Producer by NSGA together with the terms, conditions, production requirements, commissions and related information and such will be considered fully incorporated herein by reference. Producer shall have no protected territories or regions.

- B. Producer and agents in Producer's hierarchy ("Sub-Agents") shall be responsible for payment of all expenses associated with their respective marketing of STATE MUTUAL products, including but not limited to state insurance appointment costs, when applicable, and any other services performed by them in the performance of this Agreement.
- C. Producer shall be available, during the term of this Agreement and shall attend and participate in all required training, monitoring and supervision activities and or seminars as required and or requested by STATE MUTUAL or NSGA. Producer agrees to cooperate fully and promptly with any compliance-related inquiry arising out of Producer's activities under this Agreement.
- D. Producer may not use STATE MUTUAL's or NSGA's name or logos; any STATE MUTUAL product or plan's name or logo; or any proprietary information on any printed materials, or electronic advertising, or internet site without prior written approval of the NSGA. Producer may not reproduce any of NSGA Internet content or programs on Producer's Internet site. Producer may not re-create or alter any material considered proprietary by NSGA in electronic, printed, or any other form.
- E. Producer is required to protect the privacy and confidentiality of personal and financial information regarding STATE MUTUAL, NSGA, applicants, clients and Medicare beneficiaries, current and former plan members, employer groups, and providers. Producer will not disclose personal or financial information to anyone other than the parties as may be required in the performance of Producer's obligations hereunder. Producer agrees to comply with all federal, state, and local laws, including the Health Insurance Portability and Accountability Act (HIPAA) and the Gramm-Leach-Bliley Act and their amendments, regarding the privacy and confidentiality of consumer health and financial information, including information pertaining to Medicare beneficiaries, current and former plan members, employer groups and providers. Producer further agrees to comply with STATE MUTUAL'S and NSGA's privacy and confidentiality requirements. The parties each agree they will not disclose or use the non-public personal information provided to them under this Agreement to any person or entity except as necessary to carry out the marketing of any of the STATE MUTUAL products under this Agreement, or under an expressly recognized

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exception to the Gramm-Leach-Bliley Act's opt-out requirement, in the ordinary course of business to carry out such marketing, unless and until the individual about whom the non-public personal information is shared becomes a customer of NSGA and Producer.

- F. The Violent Crime Control and Law Enforcement Act (18 U.S.C. 1033 et. seq.) makes it a crime for individuals convicted of certain felonies to willfully engage in the business of insurance. By entering into this Agreement, Producer represents that Producer is not prevented from engaging in the business of insurance under that Act or any other applicable law. Producer agrees to accurately and fully complete the background information paperwork provided and required by NSGA as applicable, and to advise NSGA in writing within thirty (30) days of the event if Producer is convicted of a felony during the term of this Agreement. NSGA recommends that any Producer having questions or concerns as to the applicability of and individual compliance with the aforementioned consult the appropriate regulatory entity.
- G. Producer understands and agrees that NSGA may choose to communicate with Producer through the use of telephone, mail, email or facsimile to the mailing address(es), telephone numbers, or email address(es) provided by Producer on Producer's Professional Profile attached hereto. Producer further understands that it is Producer's responsibility to notify NSGA of any changes in Producer's contact information, and agrees to notify NSGA immediately of any change in contact information, including changes to Producer's email address(es) and telephone number(s).
- H. Producer agrees that, except as expressly authorized in exceptional circumstances by NSGA while this Agreement is in force and following its termination for any reason, Producer shall not directly or indirectly contact, solicit, communicate or meet with any of NSGA's clients, plan members or beneficiaries for the purpose of modifying, rewriting, canceling, lapsing or replacing STATE MUTUAL products written during the term of this Agreement. Producer's failure to comply with the provisions of this Section will result in termination of this Agreement for cause, and termination and forfeiture of any and all commissions or Vested Commissions (if any).
- I. Producer agrees that Producer will not market, solicit, or contact any insurance provider introduced to Producer, directly or indirectly, through Producer's relationship with NSGA or offer or provide any products or services except authorized products or services on behalf of NSGA in accordance with this Agreement.

III. LIMITATIONS OF AUTHORITY

- A. Producer shall have no authority to make, alter, modify or discharge any evidence of coverage, policy, rider, or contract; extend any provision thereof; waive any forfeiture; incur any debts or expenses for which the

parties may be liable; receive any funds on behalf of STATE MUTUAL or NSGA except as may herein or elsewhere specifically authorized in writing by NSGA; withhold or convert to Producer's own use or for the unauthorized benefit of others any monies, securities, policies or receipts belonging to STATE MUTUAL or NSGA or accept payments of any kind for Medicare Supplement plans. Producer shall have no authority to withhold or fail to submit promptly to NSGA any application for coverage written under the terms of this Agreement.

- B. Producer shall have no authority to endorse or present for collection any check, draft or other instrument made payable to STATE MUTUAL or NSGA whose products are sold pursuant to this Agreement.
- C. Producer agrees to be bound by all state and federal regulations governing the marketing and sale of STATE MUTUAL Products, including, where applicable, regulations promulgated by the Centers for Medicare & Medicaid Services (CMS).

IV. PAYMENT

- A. In consideration for Producer's services as described herein, Producer shall be compensated by commission, as follows: STATE MUTUAL shall cause to have paid a commission on approved and accepted new enrollments, based upon the current commissions and fees then in effect for each STATE MUTUAL products as set forth on the schedules provided (see Attached Schedules) to NSGA, which will in turn pay commission to Producer. No additional compensation, bonuses, remuneration or reimbursement will be due and payable to Producer for new enrollments. Subject to the policies of NSGA during the term of, and subject to the provisions of this Agreement, Producer shall be entitled, as full compensation for all of Producer's services and expenses hereunder, to receive commissions, renewals and service fees on all business produced by Producer personally or by Sub-Agents in Producer's hierarchy so long as STATE MUTUAL pays such compensation on the policy sold. Commissions shall be paid as set forth in the Schedules provided and incorporated herein by reference, less commissions, renewals or service fees due to NSGA by Producer or Producer's Sub-Agents by reason of any contract which any Sub-Agents hold with the parties. Any officer of NSGA may amend the Schedules at any time. Internal transfers of business shall be payable in accordance with NSGA's policies and, where required, in accordance with applicable CMS guidelines. All expenses incurred by Producer in the marketing or enrollment of STATE MUTUAL products are the sole responsibility of Producer. NSGA's liability is limited to the payment of commissions as set forth in the Schedules provided and Fees, as amended from time to time, and contingent upon commissions being paid by STATE MUTUAL to NSGA.
- B. No commissions shall be payable on any application not accepted by STATE MUTUAL, or otherwise not accepted or

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approved by CMS, if applicable. In the event that Producer or Sub-Agents incur indebtedness to STATE MUTUAL or NSGA or any assignee or affiliate of NSGA, NSGA may offset against, and deduct from, any compensation due Producer. Producer agrees such indebtedness shall be a first lien against all such compensation.

Producer acknowledges and agrees that all payments to Producer and agents in Producer's hierarchy for the sale of STATE MUTUAL products shall be deemed an advance of compensation to Producer. NSGA or any assignee or affiliate of NSGA may set off any advances or other amounts owed by Producer or its agents to NSGA against the amount of any commissions owed by NSGA to Producer.

- C. NSGA will furnish Producer with a periodic statement of Producer's Account and will pay any amount due Producer hereunder. Upon receipt of such statement Producer shall immediately examine it, and if not satisfied as to its accuracy, Producer shall return such statement and the payment to NSGA with full particulars of any discrepancy therein within sixty (60) days of the date of the statement; otherwise the statement shall be deemed accepted by Producer as true and correct. Any unpaid Producer account balance due to NSGA shall bear interest at the rate of one percent (1%) per month beginning on the first day of the calendar month following the month the balance is initially incurred. The account on the books of NSGA shall be competent evidence of such account for all purposes.
- D. Unless otherwise specifically provided, all debts due NSGA, including advances to Producer or Producer's Sub-Agents against commissions or other compensation, are payable upon demand and are not recoverable solely from commissions or other compensation. Should STATE MUTUAL for any reason disenroll any member from any policy effectuated hereunder, and should such disenrollment result in a chargeback, then Producer shall repay to NSGA, on demand, any commissions received by Producer or Producer's Sub-Agents on that business. Producer's failure to repay these commissions is agreed to constitute authorization for NSGA to offset such amounts against any commissions or service fees due Producer on any policy secured hereunder. NSGA or its affiliates or assignees may at any time offset any debt or debts due from Producer to NSGA, or due from Producer to NSGA for which NSGA is held liable, arising from Producer's transactions under this or any previous or subsequent contract between Producer and NSGA or its predecessors, successors, affiliates or assigns against any commissions, service fees, or other compensation due or to become due to Producer from NSGA and any and all affiliates of NSGA.
- E. Producer shall be jointly and severally liable, with each Sub-Agent in Producer's hierarchy, to NSGA for the payment of all monies due from Producer or Producer's

Sub-Agents, or debit balances on the account of Producer or Producer's Sub-Agents, or debit balances resulting from loans to Producer or Sub-Agents from NSGA. NSGA books and records shall be prima facie evidence of such debit balances or loans due.

Producer hereby assigns to NSGA, with recourse, as collateral for all such monies due, debit balance or loans, all amounts due and to become due to Producer from each Sub-Agent or from NSGA, and all notes of Sub-Agents in favor of Producer. Producer agrees to execute all other documents required of Producer by NSGA in order to properly evidence and effectuate such assignments, and to guarantee the legal enforceability thereof.

V. TERM

This Agreement shall commence on the date hereof and continue in effect and be ongoing, unless terminated in accordance with Section VII hereof.

VI. RETURN OF PROPERTY

Upon the termination of this Agreement for any reason whatsoever, Producer agrees to end all further use and utilization of, and to immediately return to NSGA, in good condition, all property of NSGA, including, without limitation, any property or equipment furnished by NSGA or created or prepared by Producer, either alone or jointly with others, pursuant to the provisions or requirements of this Agreement. Without limiting the generality of the foregoing, all correspondence, reports, records, charts, advertising materials and other similar data pertaining to the business, activities, research and development, Intellectual Property or future plans of NSGA and/or that are collected by Producer, including any and all copies or reproductions thereof, as well as any computer equipment, passwords and access cards provided to Producer by NSGA, shall be delivered promptly to NSGA without request by it upon termination of this Agreement.

VII. TERMINATION

Regardless of anything to the contrary contained in this Agreement, (a) NSGA may terminate this Agreement immediately with or without cause, and in such event, Producer shall immediately stop performing all services (unless otherwise directed by NSGA in writing); or (b) Producer may terminate this Agreement at any time upon not less than ninety (90) business days' prior written notice to NSGA. Upon the effective date of the termination of this Agreement, NSGA shall have no further obligation or liability to Producer other than to make any payments of first year commissions due for business written and submitted while this Agreement is in force and in accordance with the provisions hereof, less applicable chargebacks. In any instance in which commissions have not been paid to NSGA for business written by Producer, NSGA shall have no obligation to pay

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commissions to Producer. NSGA shall pay commissions on fully completed applications that are submitted to NSGA by Producer during the term of the Agreement, provided that the application is otherwise approved by NSGA and, where applicable, CMS. The Schedules of commissions and fees shall comply with CMS regulations, including those relating to chargebacks. Commissions will be based on the date of the applicant's enrollment date. No commissions shall be payable on any application not accepted by STATE MUTUAL, NSGA or CMS. However, in the event that NSGA terminates this Agreement for cause, NSGA terminates the Agreement as a result of a breach by Producer, Producer's noncompliance under Section VIII of this Agreement, or unpaid indebtedness by Producer, NSGA shall have no obligation to pay further commissions or renewals. Producer understands and accepts that this Agreement may be terminated for cause if Producer fails to pay to NSGA or NSGA's assignee any and all amounts due for chargebacks, advance repayments, cancellations or rescissions within thirty (30) days of notification to Producer by NSGA or its assignee that monies are due.

Upon termination of this Agreement for any reason whatsoever, Producer must notify NSGA, in writing and within sixty (60) days after termination of this Agreement, of any claims or complaints Producer may have against NSGA. Producer's failure to duly notify NSGA shall constitute Producer's waiver of all rights Producer may have to any claims against NSGA. Such notification must be sent via certified mail to NSGA at the following address:

NSGA
2650 McCormick Drive, Suite 300L
Clearwater, FL 33759
Attn: General Counsel

If Producer fails to repay, for any reason whatsoever, any indebtedness to NSGA after termination of this Agreement, Producer agrees to the entry of a judgment against Producer equal to the amount of the indebtedness.

VIII. COMPLIANCE WITH APPLICABLE LAWS

- A. Producer warrants that Producer's conduct in the performance of the services pursuant to this Agreement shall comply with all applicable federal, state and local laws and regulations, including but not limited to applicable licensure requirements, CMS Medicare Marketing Guidelines and certification requirements, as well as STATE MUTUAL and NSGA sales policies.
- B. Producer warrants that Producer's performance under this Agreement shall be conducted with due diligence and in accordance with the highest professional standards in the industry. Producer shall comply with all applicable policies and procedures of STATE MUTUAL and NSGA, including those relating to privacy and security, in the course of performing services under this Agreement.

IX. PRODUCER REPRESENTATION

Producer is authorized by this Agreement to act on behalf of the parties solely to conduct approved and compliant marketing and sales activities relative to the STATE MUTUAL Products. Producer hereby assigns Producer's hierarchy to NSGA for the purpose of administration of the terms of this Agreement, and Producer and NSGA understand and agree that this Agreement shall serve as sufficient evidence of Producer's consent and assignment to the hierarchy of NSGA.

X. REMEDIES IN THE EVENT OF BREACH

In the event of a breach by Producer of any of the covenants of this Agreement, NSGA shall be entitled to:

- (1) Obtain an injunction enjoining any violation or threatened violation of the covenants herein for the benefit and protection of NSGA;
- (2) Obtain an injunction compelling the performance by Producer of all obligations and covenants owed to NSGA under this Agreement;
- (3) Withhold from Producer and not pay to Producer any sum otherwise payable by NSGA or its assignees to Producer, including without limitation, any such sum attributable to commissions or renewals.
- (4) Seek damages in a court of competent jurisdiction.

XI. GENERAL

- A. Notices. All notices, requests and other communications hereunder must be in writing and will be deemed to have been duly given only if delivered personally against written receipt, or mailed by internationally recognized overnight courier prepaid, to the parties at the addresses. If to NSGA, to the following address:

NSGA
2650 McCormick Drive, Suite 300L
Clearwater, FL 33759
Attn: General Counsel

If to Producer:

As indicated on Producer Professional Profile form, attached.

All such notices, requests and other communications will (i) if delivered personally to the address as provided in this Section XI A, be deemed given upon delivery, (ii) if delivered by overnight courier to the address as provided in this Section XI A, be deemed given on the earlier of the first business day following the date sent by such overnight courier or upon receipt. Any party may, from time to time, change its address or other information for the purpose of notices to that party by giving written notice specifying such change to the other parties.

- B. Entire Agreement; Modification. This Agreement and attached exhibits constitutes the entire Agreement among the parties with respect to the services contemplated

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herein. This Agreement supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. Whenever possible, NSGA will provide written notification of amendments or modifications ten (10) days prior to effective date of amendment or modification, however, NSGA reserves the right to amend or modify immediately and without notice as may be required or directed to maintain regulatory compliance. This Agreement cannot be changed by any oral promise or statement, and no written modification or change will bind the parties unless agreed to and executed in writing, by an authorized signatory of NSGA, in the form of an amendment to this Agreement.

- C. Waiver. Any term or condition of this Agreement may be waived at any time by the party entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the party waiving such term or condition. No waiver by any party of any term or condition of this Agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of this Agreement on any future occasion. All remedies, either under this Agreement or by law or otherwise afforded, will be cumulative and not alternative.
- D. No Assignment; Binding Effect. Neither this Agreement nor any right, interest or obligation hereunder may be assigned (by operation of law or otherwise) by Producer without the prior written consent of NSGA and any attempt to do so will be void. Subject to the preceding sentence, this Agreement is binding upon, inures to the benefit of and is enforceable by the parties hereto and their respective successors and assigns.
- E. Survival. Notwithstanding anything to the contrary contained in this Agreement, the provisions of Section II E, Section II H, Section II I and Section IV hereof shall survive the expiration or termination, for any reason, of this Agreement.
- F. Headings. The headings used in this Agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof.
- G. Severability. Any term or provision of this Agreement that is invalid, illegal or unenforceable in any situation in any jurisdiction shall not affect the validity, legality or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If such invalidity, illegality or unenforceability is caused by length of time or size of area, or both, the otherwise invalid provision shall be, without further action by the parties, automatically amended to such reduced period or area as would cure such invalidity, illegality or unenforceability; provided, however, that such amendment shall apply only with respect to the operation of such provision in the particular jurisdiction in which such determinations are made.
- H. Governing Law. This Agreement shall be governed by

and construed in accordance with the domestic laws of the State of Florida, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Florida.

- I. Jurisdiction; Venue. All actions and proceedings arising out of or relating to this Agreement and not subject to arbitration shall be heard and determined in any Florida state court in Pinellas County, Florida, or federal court sitting in the City of Tampa, Florida, and each party hereby irrevocably consents to the exclusive personal jurisdiction of those courts for such purpose. In addition, each party hereby irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Agreement or any judgment entered by any court in respect thereof brought in any state or federal court sitting in the county of Pinellas, Florida, and further irrevocably waives any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum.
- J. Waiver of Trial by Jury. IN ANY ACTION OR PROCEEDING ARISING HEREFROM AND NOT SUBJECT TO ARBITRATION, THE PARTIES HERETO CONSENT TO TRIAL WITHOUT A JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY ANY PARTY HERETO AGAINST THE OTHER OR THEIR SUCCESSORS IN RESPECT OF ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION OR PROCEEDING.
- K. Counterparts; Facsimile Execution. This Agreement may be executed and delivered (i) in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument, and/or (ii) by facsimile, in which case the instruments so executed and delivered shall be binding and effective for all purposes.
- L. Indemnification. Producer agrees to indemnify, defend, and hold STATE MUTUAL and NSGA harmless from and against any and all claims, damages, costs, losses, and expenses, including, without limitation, reasonable attorney's fees and costs of settlement or defenses, for all acts or for those arising out of or relating to the actual or alleged negligent or actual or alleged willful misconduct of Producer and employees, agents or Sub-Agents of Producer with respect to their obligations under this Agreement.
- M. Accounting. NSGA shall have the right to inspect and copy (at its own expense), and Producer shall make available at its primary offices for such purposes, all records reflecting business placed with STATE MUTUAL and or NSGA of Producer, or its Sub-Agents, including the hierarchy of agents and the policies written by such hierarchy, which arose, directly or indirectly, from the efforts of Producer.

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Such inspection shall be granted within thirty (30) days of written request by NSGA for same and shall be conducted during normal business hours. The above shall not be requested by NSGA more frequently than once per year.

O. Agent of Record. In the event Producer is no longer the Agent of Record ("AOR") for an insured party, NSGA shall have the right to assign a new AOR to replace Producer.

N. Attorney's Fees. In the event NSGA is required to seek legal action to enforce or defend its rights pursuant to this Agreement, NSGA shall be entitled to recover from the Producer its attorney's fees and costs incurred, including those incurred on appeal.

Producer hereby acknowledges that Producer has been provided the opportunity to read and review this Agreement in its entirety and consult with independent counsel. Producer also acknowledges and understands that NSGA may add to, remove from or amend any section of this Agreement or attachments. Producer will be held accountable for all new information, rules or regulations.

By Producer's signature below, Producer acknowledges that Producer has read this Agreement in its entirety, and that Producer fully understands all terms, conditions and responsibilities described herein, and agrees to the same without reservation.

X _____ Producer's Printed Name	X _____ Producer's Signature	_____ Date
X _____ Direct Upline Hierarchy Printed Name	X _____ Direct Upline Hierarchy Signature	_____ Date
IN WITNESS WHEREOF, NSGA and the Producer have executed this Agreement as of the date first written above.		

GUARANTEE BY OFFICERS OR PARTNERS

NOTE: COMPLETE THIS SECTION IN ADDITION TO THE SIGNATURE LINE ABOVE IF YOU ARE APPLYING AS AN ENTITY

If Producer is a corporation or partnership, each of the undersigned, in consideration of the entity executing this Agreement, represents that the officers, directors, principal stockholders or partners of the entity, with the percentages of interest in the total ownership of the entity as set forth below, are true and correct representations, and does hereby personally and severally guarantee the performance of all terms, as well as the liability and responsibility for any default in such terms, conditions, covenants, and/or amendments.

X _____ Signature	_____ Print Name	_____ Title	_____ % Interest
X _____ Signature	_____ Print Name	_____ Title	_____ % Interest
X _____ Signature	_____ Print Name	_____ Title	_____ % Interest

NSGA Internal Use Only		
X _____ Printed Name	X _____ Signature	_____ Title

PRODUCER AGREEMENT - PROFESSIONAL PROFILE

Your Personal Information:

FIRST NAME: _____ MI: _____ LAST: _____

MALE FEMALE D.O.B. (REQUIRED): _____ SS# (REQUIRED): _____-_____-_____

NPN _____

RESIDENCE STREET: (must be physical street address): _____

CITY: _____ STATE: _____ ZIP: _____ COUNTY: _____

DAYTIME PHONE: _____ CELL PHONE: _____

BUSINESS NAME: _____

SHIPPING ADDRESS (no P.O. Box): _____

CITY: _____ STATE: _____ ZIP: _____ COUNTY: _____

INSURANCE LICENSE #: _____ FAX NUMBER: _____

E-MAIL ADDRESS: _____

E&O CARRIER: _____ CERTIFICATE/POLICY #: _____ EFFECTIVE DATE: _____

EXPIRATION DATE: _____ COVERAGE AMOUNT: _____

Licenses Held/Permission to Appoint: Required

I am contacting as a(n): Individual/Sole Proprietor Corporation Partnership

Federal Tax ID: _____

I will be conducting business in: _____

I hold the following licenses: Health Life & Health Life, Health & Variable Annuity

(Attach copies of your Accident & Health license(s) for the applicable state(s) listed above and be sure to include agency license if contracting as Corporation.)

Assignment of Commissions: (if contracting as corporation with no agency license completed)

I permit Absolute Assignment of Commission to a Corporation: No Yes

Signature: X _____ Corporate ID#: _____

I permit Absolute Assignment of Commission to Direct Upline: No Yes

Signature: X _____ Date: _____

Direct Upline Signature: X _____ Date: _____

PRODUCER AGREEMENT - COMPLIANCE HISTORY

PLEASE READ AND ANSWER EACH QUESTION. ATTACH DETAILED EXPLANATIONS IN WRITING FOR ANY ANSWER OF YES OR NO.

1. Have you ever been convicted of or plead guilty or nolo contendere (no contest) to:
 - a. Any crime involving theft, fraud, embezzlement, forgery, false statements, counterfeiting, extortion, or any other act involving the misappropriation of funds? Yes No
 - b. A conspiracy to commit any of the above offenses? Yes No
2. Are you now or have you ever been the subject of ANY complaint, investigation, or proceeding by any state insurance department, FINRA, the SEC, or any federal or state regulatory agency? Yes No
3. Do you have unsatisfied judgments or liens against you, or any pending litigation in which you are a defendant? Yes No
4. Are you currently a party, or in the past ten years have you been a party, to any lawsuit, arbitration, or civil litigation? Yes No
5. Have you ever been convicted of a felony or a misdemeanor other than a traffic offense? Yes No
6. Have you personally, or has any business in which you had control or an ownership interest, ever been subject to discipline by any regulatory entity, including but not limited to settlement stipulation, consent order, cease and desist order, fine, suspension, probation, revocation of license status or order of restitution? Yes No
7. Has any person ever complained to an insurance department or regulatory agency about your conduct as an agent? Yes No
8. Has any insurance or security company ever terminated any agency, agent, broker, or representative contract held by you for other than for low production? Yes No
9. Have you ever voluntarily resigned, been discharged, or been permitted to resign after allegations were made against you involving an alleged violation of investment-related statutes, regulations, rules or industry standards of conduct? Yes No

I CERTIFY THE ANSWERS PROVIDED HEREIN, INCLUDING ATTACHMENTS, ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DISCLOSURE OF USE OF CONSUMER REPORTS: As part of its agreement process, STATE MUTUAL reserves the right to request consumer reports on prospective agents. From time to time following employment and/or contracting, NSGA reserves the right to request consumer reports on agents in connection with their contracts. This may include personal interviews with sources such as your neighbors, friends, associates and/or former employers. Consumer reports and investigatory consumer reports may include information about any of the following: your character, general reputation, personal characteristics, education, past employment, credit report, professional credentials, and/or your driving, criminal and license disciplinary record. You hereby authorize STATE MUTUAL to obtain an investigative background report for these purposes. In the event STATE MUTUAL requests an investigative report, we are required by Fair Credit Reporting Act to notify you within three days after the report is requested, and if you make a written request, we are obligated to disclose to you within five days the nature and scope of the investigation requested.

AUTHORIZATION: I authorize STATE MUTUAL to request and obtain one or more consumer reports and/or investigative consumer reports about me for appointment and/or contracting purposes. **Residents of California, Minnesota and Oklahoma have a right to request a copy of the consumer report which will disclose the nature and scope of the report.**

Yes, please provide me a copy of the consumer report.

Signature: X _____

Date: _____

NSGA

Administrative Office

PO Box 14007

Clearwater, FL 33766-4007

FAX: 844-807-6906

Check Deposit Authorization

I, the undersigned, do hereby authorize NSGA and its affiliates to deposit my check as indicated below. This authority is to remain in full force and effect until NSGA and its affiliates has received notification in writing from me of its termination in such time and in such manner as to afford NSGA and its affiliates a reasonable opportunity to act on it. In no event shall it be effective with respect to entries processed prior to receipt of notice of termination.

I understand, this is not an assignment of commissions. 1099's will continue to be issued to the commission owner.

A VOIDED CHECK MUST BE ATTACHED TO VERIFY ACCOUNT NUMBER.

New or Change Account

(check one)

Name of Bank _____

Bank Routing Number _____

Checking Account No. _____

or

Savings Account No. _____

Is This Electronic Deposit For:

Company or Individual

(check one)

Printed Name _____

Signature X _____

Tax ID or Social Security Number _____

PLEASE REMEMBER TO ATTACH A VOIDED CHECK TO VERIFY ACCOUNT NUMBER

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.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 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 generally 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 instructions for line 1 and 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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

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.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

STATE MUTUAL INSURANCE COMPANY

COMPANY ANNUALIZATION AGREEMENT

For value received, State Mutual Insurance Company (the "Company") and the below indicated Borrower and/or Guarantor, enter into this Agreement upon the following terms and subject to the following conditions:

1. **General.** This Agreement is a supplement to, and subject to all the terms and conditions of, The Borrower's and/or Guarantor's most recent Agency Agreement with the Company.
2. **Production.** The Company may, upon their discretion, exclude from this Agreement any certificate the Borrower places with the Company.
3. **Amount of Loan.** When a certificate is placed, the Company will loan to the Borrower: (see below). The maximum amount the Company will loan to Borrower on any one policy is \$1,500.00; and in any one month on all policies is \$5,000.00.

% of annualized Commissions

Medicare Supplement.....100%

4. **Interest on Loan.** The current interest is 1.05% per month on the unpaid balance of the Borrower's account. Interest begins on the first day of the calendar month after the Borrower's initial Debit Balance begins.
5. **Repayment.** All advances/loans will be made on a policy by policy basis with the normal repayment of such advances/loans to be paid back to the Company from future commissions earned on the policyholder's future premium payments. If such policy is not issued, is not taken, or such policy lapses for any reason, the outstanding advance/loan on such policy becomes immediately payable to the Company. The Company at its sole discretion may offset this indebtedness from any and all money the Company might be paying to the Borrower and reserves the right to call for the repayment of the Borrower's aggregate Debit Balance (Account Balance) at any time.

While any balance is outstanding for loans made hereunder, or for interest on such loans, all commissions earned on any policy may be applied to the repayment of such advances/loans. Not taken fees, commission advance reversals and interest shall be deducted from any earned commission.

All such loans made under this Agreement shall be secured by the Agent's commissions from the sale of all life, annuity, and health insurance produced by said Agent, and shall be individually guaranteed by the Borrower and/or Guarantor. All loans made hereunder shall be payable upon demand should the Company at its sole discretion believe that the Borrower/Agent does not have sufficient commissions on the in-force business to repay the outstanding balance of the loans. In the event any policy is returned by the policyholder under the free-look provision, is cancelled or rescinded by the Company for any reason, lapses or otherwise terminates, the unpaid balance of the loan for that policy will be immediately due and payable, and, at the Company's option, the Company may apply future advances thereunder to the repayment of such balances. Such amount will be offset against any subsequent loans made on any policy that may be issued in the future and against any commissions earned on any policies.

6. **Right to Cancel.** Notwithstanding any other provision hereof, the Company shall have the right to cancel this Agreement at any time without prior notification to the Borrower and/or Guarantor, and in such event all amounts due the Company from the Borrower hereunder shall become immediately due and payable.
7. **Termination.** This Agreement will automatically terminate if the Borrower's or Guarantor's Agency Agreement with the Company is terminated except that Borrower's and Guarantor's obligations shall continue as long as any balance is outstanding hereunder.

Borrower/Agent:

Agent Printed Name

X _____
Agent Signature

Social Security/Tax I.D. Number

____ / ____ / ____
Effective Date

GUARANTEE

The above Agreement having been executed at my request, I hereby guarantee the payment of all sums loaned pursuant to the foregoing Agreement. I understand any and all commissions, both first year and renewal, under any agreement I have entered or will enter into with the Company, are hereby assigned as security for the repayment of sums guaranteed by my endorsement hereon and that I am personally responsible upon demand for the repayment of any advances/loans made by the Company pursuant to the Agreement.

This Annualization Agreement shall survive the termination of any contractual relationship between the Company and the Borrower/Agent and the Guarantor/Agent.

Guarantor/Agent:

Agent Printed Name

X _____
Agent Signature

Social Security/Tax I.D. Number

_____/_____/_____
Effective Date



STATE MUTUAL CODE OF ETHICS

State Mutual believes that serving the needs of our customers with integrity is of utmost importance. All Home Office employees and field representatives are expected to conduct themselves at all times with the highest degree of ethical business practices and in accordance with all state insurance laws and Company regulations.

As a State Mutual agent I agree to:

- Adhere to all provisions contained in the Agent's contract.
- Fully comply at all times with all laws and regulations regarding the solicitation and sale of any State Mutual Insurance Company's products.
- Make a conscientious effort to ascertain and understand the needs and financial circumstances of my clients and make every effort to render the same quality of service to my clients which in the same circumstances, I would expect myself.
- Not place the Company under any legal obligations that is not within the scope of my authority.
- Not accept risks of any kind, make, modify or discharge contracts, extend the time for paying the premium, waive forfeitures or any of the Company's rights or requirements, bind the Company by any statement, promise or representation; or collect any monies other than as provided in the Agent's contract.
- To use only appropriate sales material approved by the Company and include all appropriate disclaimers.
- Make sure all signatures on applications or other documents submitted by me are authentic.
- Deliver all policies and contracts to the respective owner in an expedient manner.
- Not enter into any contracts for the solicitation of insurance or to share commissions with anyone not licensed and under contract with the Company.
- Not represent the Company in any manner whatsoever before any state insurance department or official thereof, or any governmental agency without the knowledge and approval of the Company.

Signature

Date