

New York
Penn Treaty/ American Independent Network Licensing paperwork

Please note that although you are being appointed as General Agent, you are actually being appointed as a writing agent. We need this method so that the commissions are paid directly to you (not to Agent Support who would then cut commissions to you).

Please sign at the "X"s and fax or return to Jane Nobiletti:
Fax (212) 292-7938

Jane Nobiletti
Agent Support Services, Inc
99 Park Ave., 11th Floor
New York NY 10016

(212) 697-2025 X309



American Independent Network Insurance Company of New YorkSM

General Agent Contract and Appointment Questionnaire

General Agent State Appointment Instructions

1. Fully complete and sign the Appointment Questionnaire.
2. Fully complete and sign your state appointment form, if required.
3. Type your name on the front of each contract and sign the back as indicated.
Important: The contract information must be typed. If you do not have access to a typewriter, just sign the back as we will type your name upon the receipt of the paperwork.
4. Sign both commission supplements and return with the contracts.
5. Include a current copy of your license.
6. Include a check in the amount of the appointment fee in your state (see insert for appropriate fee), make check payable to:
American Independent Network Insurance Company of New YorkSM[AIN]
7. Please make sure all forms are complete.
8. Return all completed forms in the enclosed envelope.

If you have any questions regarding licensing, please call our Licensing Department at: 1-800-362-0700 ext. 5306.

Netting Privileges

In order to receive netting privileges, your block of renewals must be sufficient in order to qualify. At that time, you may call for an application and a Statement of Understanding to be sent for your completion. Upon receipt of application and approval, the netting authorization will be mailed to you. It takes approximately 7-10 days to receive netting authorization.

New Business

1. New business may be submitted with your appointment papers unless the state you are becoming licensed in is a hold state. (See insert for hold states.)
2. A minimum of one (1) month's premium plus any additional application fees in your state, is required.



General Agent Appointment Questionnaire

Please type or print clearly and completely. Prompt appointment is possible only with accurate information.

Agent Information:

1. Mr. First Name Middle Last
 Miss
 Ms.
 Mrs.

Nickname _____ Date of Birth _____
Social Security # _____

2. Name of Agency _____
Tax ID # _____

3. Business Address *c/o Agent Support Services, Inc.*
 99 Park Ave., 11th Floor

City *New York* State *NY* Zip *10016*

Business Phone # *212-697-2025 X309*

Alternate Phone # _____

Cell Phone # _____

Fax# *212-292-7938*

E-Mail *jane @ agentsupportgroup.com*

Web Address _____

4. Home Address _____

City _____ State _____ Zip _____

Home Phone# _____

Alternate Phone # _____

Cell Phone # _____

Fax# _____

E-Mail _____

Web Address _____

(Please check box 3 or 4 where mail is to be sent)

5. Have you plead guilty or nolo contendere to or been found guilty of a felony or a crime involving moral turpitude since qualifying for this appointment?..... yes no

6. Have you ever had any insurance license refused, suspended or revoked?..... yes no
If you answered "Yes" to questions 5 and/or 6, please explain:

Use additional sheet if needed. (Check only if additional sheet is submitted)

7. Are you insured for errors and omissions?..... yes no

8. Have you attached all necessary fees, forms and licenses for each state that you request an appointment?..... yes no

Preferred Method of Communication: (please check one for each category and specify)

Preferred Method of General Communication: (please check one and specify)

Business: Phone Alternate Cell Fax Email Mail

Home: Phone Alternate Cell Fax Email Mail

For Written Material: (please check one and specify)

Business: Fax Email Mail

Home: Fax Email Mail

Agent License Information: (Please list all states you are requesting to be appointed in.)

State: _____	Licensed as: <input type="checkbox"/> Resident <input checked="" type="checkbox"/> Non-Resident	Lic.# _____	Exp. Date _____	Licensed for: <input type="checkbox"/> A&H <input checked="" type="checkbox"/> Life <input type="checkbox"/> Med Supp
State: _____	Licensed as: <input type="checkbox"/> Resident <input checked="" type="checkbox"/> Non-Resident	Lic.# _____	Exp. Date _____	Licensed for: <input type="checkbox"/> A&H <input checked="" type="checkbox"/> Life <input type="checkbox"/> Med Supp
State: _____	Licensed as: <input type="checkbox"/> Resident <input checked="" type="checkbox"/> Non-Resident	Lic.# _____	Exp. Date _____	Licensed for: <input type="checkbox"/> A&H <input checked="" type="checkbox"/> Life <input type="checkbox"/> Med Supp
State: _____	Licensed as: <input type="checkbox"/> Resident <input checked="" type="checkbox"/> Non-Resident	Lic.# _____	Exp. Date _____	Licensed for: <input type="checkbox"/> A&H <input checked="" type="checkbox"/> Life <input type="checkbox"/> Med Supp
State: _____	Licensed as: <input type="checkbox"/> Resident <input checked="" type="checkbox"/> Non-Resident	Lic.# _____	Exp. Date _____	Licensed for: <input type="checkbox"/> A&H <input checked="" type="checkbox"/> Life <input type="checkbox"/> Med Supp

Florida Non-Resident Appointments Only: (Must select county or counties.)

- | | | | | | | |
|--|---------------------------------------|---------------------------------------|---|--|---|--|
| <input type="checkbox"/> 01 Dade | <input type="checkbox"/> 11 Alachua | <input type="checkbox"/> 21 Gadsden | <input checked="" type="checkbox"/> 31 Suwanee | <input type="checkbox"/> 41 Nassau | <input checked="" type="checkbox"/> 51 Holmes | <input type="checkbox"/> 61 Flagler |
| <input type="checkbox"/> 02 Duval | <input type="checkbox"/> 12 Lake | <input type="checkbox"/> 22 Putnam | <input checked="" type="checkbox"/> 32 Indian River | <input type="checkbox"/> 42 Martin | <input checked="" type="checkbox"/> 52 Baker | <input type="checkbox"/> 62 Lafayette |
| <input type="checkbox"/> 03 Hillsborough | <input type="checkbox"/> 13 Leon | <input type="checkbox"/> 23 Bay | <input type="checkbox"/> 33 Santa Rosa | <input type="checkbox"/> 43 Okaloosa | <input type="checkbox"/> 53 Charlotte | <input type="checkbox"/> 63 Union |
| <input type="checkbox"/> 04 Pinellas | <input type="checkbox"/> 14 Marion | <input type="checkbox"/> 24 St. Lucie | <input type="checkbox"/> 34 De Soto | <input type="checkbox"/> 44 Sumter | <input checked="" type="checkbox"/> 54 Dixie | <input type="checkbox"/> 64 Collier |
| <input type="checkbox"/> 05 Polk | <input type="checkbox"/> 15 Manatee | <input type="checkbox"/> 25 Jackson | <input type="checkbox"/> 35 Madison | <input type="checkbox"/> 45 Bradford | <input checked="" type="checkbox"/> 55 Gilchrist | <input type="checkbox"/> 65 Wakulla |
| <input type="checkbox"/> 06 Palm Beach | <input type="checkbox"/> 16 Sarasota | <input type="checkbox"/> 26 Osceola | <input type="checkbox"/> 36 Walton | <input type="checkbox"/> 46 Jefferson | <input checked="" type="checkbox"/> 56 Hamilton | <input type="checkbox"/> 66 Gulf |
| <input type="checkbox"/> 07 Orange | <input type="checkbox"/> 17 Seminole | <input type="checkbox"/> 27 Highlands | <input type="checkbox"/> 37 Taylor | <input type="checkbox"/> 47 Citrus | <input checked="" type="checkbox"/> 57 Okeechobee | <input type="checkbox"/> 67 Liberty |
| <input type="checkbox"/> 08 Volusia | <input type="checkbox"/> 18 Lee | <input type="checkbox"/> 28 Pasco | <input type="checkbox"/> 38 Monroe | <input type="checkbox"/> 48 Clay | <input checked="" type="checkbox"/> 58 Calhoun | <input type="checkbox"/> 99 All Counties |
| <input type="checkbox"/> 09 Escambia | <input type="checkbox"/> 19 Brevard | <input type="checkbox"/> 29 Columbia | <input type="checkbox"/> 39 Levy | <input type="checkbox"/> 49 Hendry | <input type="checkbox"/> 59 Franklin | |
| <input type="checkbox"/> 10 Broward | <input type="checkbox"/> 20 St. Johns | <input type="checkbox"/> 30 Hardee | <input type="checkbox"/> 40 Hernando | <input type="checkbox"/> 50 Washington | <input type="checkbox"/> 60 Glades | |

Agent Authorization and Acknowledgment:

In connection with your appointment application, a Credit Report and/or Investigative Consumer Report and Vector One Report may be obtained. These reports will provide applicable information concerning your character, general reputation, personal characteristics and mode of living. Consumer Report information will be obtained through personal interviews with your friends, neighbors and associates and through Credit Reporting Agencies, and will not be used for any impermissible purpose or in violation of any federal or state equal protection law or regulation. Further information on the nature and scope of these reports are available to you upon written request.


All advertising of any type (other than pre-printed, pre-approved official advertising material) must be submitted in writing to American Independent Network Network America offices prior to publication for approval and may not be used until written approval from a company officer is received.

I have received, read and understand the advertising guidelines and agree to abide by them fully. I also understand that it is my responsibility to disseminate this information to any and all agents reporting to or through me.

I certify that the answers to the above questions are true. I agree to comply with all the regulations of American Independent Network and the Insurance Department. I understand that I am not permitted to write insurance until I am appointed with American Independent Network Network America and have in my possession notification from American Independent Network Network America that I am qualified to write business for the company.

I certify that I am free to appoint with American Independent Network Network America Insurance CompanySM.

I understand that the Company will disclose information as necessary to comply with the USA Patriot Act and will check names against a list of Specially Designated Nationals maintained by the United States State Department.

General Agent Signature  _____ Date _____

General Agent Name (Please Print) _____ Code # _____

FMO Name (If Applicable)

Agent Support Services, Inc.

FMO Number

77197

Additional Agent Information: (please list any details or special request regarding your appointment)



American Independent Network Insurance Company of New York SM

3440 Lehigh Street, Allentown, PA 18103



Application for General Agent Appointment and Contract with American Independent Network Insurance Company of New YorkSM

All Questions Must be Answered and Typed

Full Name _____
First Middle Last

Business or Agency Name _____
(Check Box for Desired Mailing Address, NO P.O. Boxes PLEASE)

Resident Address _____
Street City County State Zip+4

Business Address c/o Agent Support Services, 99 Park Ave., 11th Fl., New York NY NY 10016
Street City County State Zip+4

Residence Phone (_____) _____ Business Phone (212) 697-2025 X309 FAX (212) 292-7938

Date of Birth _____ Social Security No. _____ - _____ - _____ Taxpayer ID No. _____ - _____

Resident License Number (Attach Photocopy) _____ Who referred you to Us? _____

PLEASE RESPOND TO ALL QUESTIONS FOR YOU PERSONALLY AND ANY ORGANIZATION OVER WHICH YOU HAVE EXERCISED CONTROL. IF YOU ANSWER YES TO ANY QUESTION OTHER THAN THE FIRST ONE, YOU MUST ATTACH AN EXPLANATION WITH ALL RELEVANT INFORMATION AND SUPPORTING DOCUMENTS

Do you have Errors and Omissions Coverage?.....	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Within the past 10 years, has any E & O carrier denied, paid claims on, or cancelled your coverage?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Are you involved in any pending or current E & O litigation, investigation, or E & O claims?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Within the past 10 years, has any bonding or surety company denied, paid out on, or revoked a bond for you?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is there any reason you cannot secure a bond?.....	<input type="checkbox"/> Yes	<input type="checkbox"/> No
With the exception of routine traffic violations, have you EVER been convicted of, or plead guilty to, or nolo contendere (no contest) in a court to: (a) a misdemeanor	<input type="checkbox"/> Yes	<input type="checkbox"/> No
or (b) a felony?.....	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Are you required to obtain consent under 18 U.S.C. Sec. 1033 (The Violent Crime Control and Law Enforcement Act) to engage in or participate in the business of insurance?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Have you ever been discharged or permitted to resign from your employment because you were accused of: (a) violating insurance related statutes, regulations, rules, or industry standards of conduct?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
(b) fraud or wrongful taking of property?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
(c) violating company rules?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Does any insurance company or general agent claim you owe them money?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Have you EVER had your insurance license suspended or revoked?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Within the past 10 years, have you ever had a complaint filed against you that resulted in a fine, penalty, cease or desist order or consent order or decree?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Are there any outstanding or pending judgements, liens, or tax liens against you?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Have you ever defaulted on (a) a promissory note, or (b) any other debt, including consumer or credit card debt?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Within the past 5 years have you ever initiated bankruptcy proceedings or been declared bankrupt?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

This Agreement is between American Independent Network Insurance Company of New YorkSM (hereinafter We, Us, Our, the Company) and the General Agent (hereinafter You, Your, GA, I) and is effective on the date executed by Us. "General Agent" means you, your agency or the agency you represent, a partnership of which you are a partner and/or on whose behalf you are executing this agreement, or a corporation on whose behalf you are executing this agreement. Both You and the Company agree to comply with the terms of this Agreement.

1. APPOINTMENT & RESPONSIBILITIES

- (A) Appointment.** (1) We hereby appoint You, and You hereby accept this appointment, as Our GA having only such authority as specified herein. You warrant the accuracy of the responses on Your General Agent Appointment Application incorporated into this Agreement and agree that any misrepresentation may be grounds for immediate termination hereunder. (2) We reserve the right to restrict the territory covered by Your appointment or to discontinue writing any kind of insurance in Your territory by giving You notice of such restriction. We reserve the right, in Our sole discretion, to appoint additional agents in Your territory.
- (B) Authority.** You are hereby authorized on a non-exclusive basis to:
- (1) Solicit, procure and transmit to the Company, personally or through any Sub-Agent, as defined herein, applications for insurance policies offered by Us, in accordance with the terms and conditions of this Agreement, and all applicable laws and regulations in any territory in which You exercise any authority granted hereby;
 - (2) Collect the initial premium for such applications, submitting both to Us on a timely basis according to Our rules and regulations;
 - (3) Appoint Sub-Agents pursuant to the provisions of Section 2 herein.
- (C) Limitations on Authority.** You do not have express or implied authority to,

and shall not represent having such authority to:

- (1) Modify in any respect, any applications, questions, statements, answers, terms, provisions, limitations, conditions or premium rates regarding any of Our applications, policies, receipts, announcements, or promotional or instructional materials;
- (2) Use any advertisement or promotional materials regarding the Company or its products without obtaining the prior written approval of a Company officer. For purposes of this Agreement, the term "Advertisement" means any printed, published or audio visual material used in direct mail, newspapers, magazines, radio or television scripts, internet or e-mail, billboards or any other display where such Advertisement utilizes Our name or logo or refers to any of Our products;
- (3) Collect, or authorize a Sub-Agent or any other person to collect, any payment on Our behalf whatsoever, except as provided for herein with respect to initial premiums, or extend time for any payment or quote rates other than those published by the Company;
- (4) Retain any portion of a collected premium as commission without Our prior written consent;
- (5) Bind the Company to any coverage or risk. No coverage will be effective with respect to any application until approved by Us. We reserve the right, based on Our sole discretion and without liability to You, to approve or disapprove any application, limit the amount of coverage issued or charge a higher premium based upon Our evaluation of the risk;
- (6) Incur any debt, expenses, or liability whatever in Our name or account;
- (7) Deliver any policy or allow any policy to be delivered until the first premium payment has been paid in full and unless, to the best of Your knowledge and belief, there has been no material change in the health of the insured prior to the date the coverage becomes effective.

(D) Responsibilities. You are responsible for and agree to:

- (1) Bear all expenses, fees and taxes incurred in the conduct of Your business performed on behalf of the Company, including those of Your Sub-Agents;
- (2) Maintain proper records with respect to all business transacted hereunder, in such manner and form as may be required by Us. Such records shall be the property of the Company, whether or not paid for by Us and shall be made available for audit by the Company, or its representatives, with or without prior notice, during all business hours and shall be turned over to Us immediately upon termination of this Agreement;
- (3) Render services to policyholders and beneficiaries of policies as we may require, promote the interest of the Company and conduct yourself in such a manner so as not to adversely affect the business or reputation of both You and Company;
- (4) Remit promptly to Us all money received or collected by You or Your Sub-Agents for the Company with a full and detailed statement. You shall not make any personal use of such monies nor shall such monies be commingled with Your personal or other funds;
- (5) Pay promptly to Us, upon demand, all amounts due by reason of commission chargebacks, advances, loans, overpayments or otherwise. Any indebtedness to Us shall be a first and paramount lien in Our favor;
- (6) Make available to Us all information which comes into Your possession concerning the underwriting of any risk;
- (7) Obtain and process, where applicable, all necessary replacement, disclosure and other required forms;
- (8) Furnish the Company upon request, a written, detailed statement relating to business performed on behalf of the Company by You or any Sub-Agent;
- (9) Be governed strictly by all rules, regulations, bulletins, instructions, rate books and manuals instituted from time to time by the Company (hereinafter referred to as "Company Rules and Regulations") and observe and comply with the insurance laws and regulations of any territory in which You exercise any authority granted hereby.
- (10) Deliver promptly to policyholders all Policies, notices and other papers sent to the GA for that purpose. The term "promptly" shall mean "within thirty (30) calendar days after issuance" of such policies. In the event the GA does not deliver such items within thirty (30) days after issuance, the GA must submit a written explanation to the Company within five (5) calendar days of the expiration of said thirty (30) day period, detailing his or her reasons for failing to comply with this provision.
- (11) Hold all materials furnished by Us as property of the Company provided for Your use while this Agreement remains in effect. You shall immediately return all such materials to Us upon termination of this Agreement or upon Our request.

(D) Relationship. You are an independent contractor and nothing herein contained shall be construed to create the relationship of employer and employee between You and the Company. You are not an employee, partner, joint venturer or associate of the Company. You are to exercise Your own discretion and judgment with respect to Your duties and obligations contemplated herein, except that You shall, at all times, comply with the Company Rules and Regulations. You shall not represent yourself as an employee, partner, joint venturer or associate of Ours or as an agent of Ours for any purpose other than those specified in this Agreement

2. SUB-AGENTS

- (A) Appointment.** Any agent appointed by You must be approved and licensed appointed by Us. Such individuals shall be referred to herein as Sub-Agents. We reserve the right to disapprove any Sub-Agent appointment or suspend or terminate, at any time, based on Our sole discretion, any previously appointed Sub-Agent. When You terminate a Sub-Agent, You shall give Us written notice, indicating the reasons for Your action, within five (5) business days of Your action.
- (B) Responsibility.** You are responsible for and agree to: (1) Recruit and train Sub-Agents to procure applications for policies and to supervise Sub-Agents and (2) Be responsible for the honesty and fidelity of Your Sub-Agents, be responsible for their adherence to and compliance with all Company Rules and Regulations, and solely responsible for all financial obligations due to Us by Your Sub-Agents. This

responsibility shall survive the termination of this Agreement.

(C) Sub-Agent Commission. All commission with respect to business produced by Sub-Agents payable by shall be payable by Us directly to You. You are solely responsible to perform under the terms of any contract between You and any Sub-Agent, and Our payment of commission to You as provided herein shall fully discharge Us from any liability to a Sub-Agent.

(D) Liability. You shall hold Us harmless from all loss, expense, cost and liability resulting from the unauthorized acts or transactions of Your Sub-Agents or those of any other persons engaged by You or acting on Your behalf.

3. PROTECTED HEALTH INFORMATION

Protected Health Information shall be defined as "information that can be used to identify an individual that is directly related to that individual's health and is maintained or transferred in any medium." You agree:

- (a) that you are strictly prohibited from using or disclosing Protected Health Information you may obtain or which may be disclosed to you in the course of Your conduct of business for Us, except as necessary to transact that business.
- (b) not to use or further disclose Protected Health Information in a manner that would violate the Health Insurance Portability and Accountability Act of 1996;
- (c) to use appropriate safeguards to prevent the use or disclosure of Protected Health Information;
- (d) to immediately report to us all violations hereunder;
- (e) that any and all of your Sub-Agents shall be subjected to and shall agree to the same restrictions and conditions that apply to You;
- (f) to provide for access to and the amendment of Protected Health Information if requested by Your clients;
- (g) to maintain a log of disclosures of Protected Health Information, and provide an accounting of disclosure in accordance with client's right to receive an accounting of disclosures in accordance with HIPAA; and
- (h) to make your books, records and internal practices available to the U. S. Department of Health and Human Services for audit.

4. ELECTRONIC PROTECTED HEALTH INFORMATION

Electronic Protected Health Information shall be defined as Protected Health Information that is "transmitted in or by electronic means or media and/or maintained or stored in or by electronic means or media" (i.e. fax or internet transmission, e-mails, electronic images, diskette or hard drive storage, etc.)

You agree:

- (a) to implement safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information you create, receive, maintain or transmit in the course of Your conduct of business for Us.
- (b) to ensure that anyone to whom you provide or disclose this information agrees to implement reasonable and appropriate safeguards.
- (c) to report to Us any security incident of which You become aware; and
- (d) to make Your policies and procedures, and documentation required by this part relating to such safeguards, available to the U. S. Department of Health and Human Services for audit

5. COMPENSATION

(A) Commission. We will pay commissions as set forth in the commission schedule(s) attached hereto, subject to all terms and conditions of this Agreement and the Company Rules and

Regulations. Commissions are payable to You based on premiums accepted or received by Us for insurance policies issued pursuant to applications submitted by You. You agree to accept this commission as compensation in full for all services performed and for all expenses incurred in connection with business transacted hereunder. Commission is not payable with respect to any premium generated through a rate increase implemented by Us or with respect to premiums paid under any policy's waiver of premium provision.

- (B) **Changes in Commission.** We may at any time discontinue, withdraw, or modify any policies and/or commissions thereon and may fix the rate of commissions on any new policies hereafter issued by the Company, by furnishing You with prior written notice. Any change in the rate of commissions shall not be retroactive and shall apply only to policies for which applications are submitted to the Company on or after the effective date specified in the written notice.
- (C) **Limitations on Commissions.** You are not entitled to any commission with respect to applications rejected by the Company or commissions attributable to premiums returned by Us upon any canceled policy, whether or not such commission has been paid. If the Company refunds any premium, or any part thereof, for any reason whatsoever, You shall reimburse the Company all commissions paid or advanced, whether or not earned, on such policies, or at the option of the Company, all such commissions may be deducted from any other commissions and/or service fees earned under this Agreement. No commissions shall be earned on any policy that is reinstated unless the application for reinstatement is secured by You while this Agreement is in effect. Renewal commissions will be paid on any such reinstated policies.
- (D) **Right of Setoff.** We may, in addition to any legal or equitable remedies, setoff any and all existing or future indebtedness You owe Us against any earned commissions or any other sum payable to You under this or any other agreement between You and the Company, including any previous agency Agreement. Our right of setoff, as described herein, constitutes a paramount and prior lien against all amounts due to You, and We may, at any time without notice, apply any sums payable to You directly to any indebtedness. You may not setoff any amount You owe Us against any amount due or to become due to You, but not yet payable. Moreover, all amounts You owe to Us shall be payable by You upon Our demand. You agree to be responsible for all expenses incurred in the collection of any monies You owe to Us, including but not limited to fees of collection agencies, attorneys and court costs. Our failure to exercise Our right of setoff shall not be deemed a waiver of such right or of Our paramount and prior lien, nor impair Our right to setoff in the future. This provision shall survive termination of this Agreement.

6. TERMINATION

- (A) **Termination.** This Agreement may be terminated without cause by either party thirty (30) days after written notice is mailed to the last known address of the other party (this period shall be ninety (90) days in New Jersey and Oregon). It will automatically terminate upon (1) Your death or total disability, whether mentally or physically caused, if You are an individual, or (2) dissolution, if You are either a corporation or a partnership.
- (B) **Termination for Cause.** We may terminate this Agreement for cause at any time, without prior notice, if: (1) Your license is terminated by the Insurance Department of any state within Your territory; (2) You fail to fulfill Your responsibilities or You exceed the scope of Your authority, as set forth in this Agreement; (3) You enter into a course of conduct to induce, or attempt to induce, Our policyholders to terminate their policies issued by Us; (4) You enter into a course of conduct to induce, or attempt to induce, Our agents or employees to leave Our service, or to cease soliciting or writing business for us, or to decrease the volume of business written; (5) You commit any fraud with respect to business transacted hereunder; (6) You make false or misleading statements about the Company; (7) You violate any applicable insurance laws or regulations; (8) You file a petition for bankruptcy or You are declared bankrupt; or (9) You fail to pay over on demand any money due or belonging to the Company. (10) You violate Section 3 or section 4 of this agreement.
- (C) **Payments After Termination.** (1) Upon termination of this Agreement pursuant to Section 6(A), the Company shall pay the GA, the GA's executor, personal

representative, heir or assigns, commissions which You would have earned had this Agreement continued in effect. If the aggregate amount of such commissions is less than \$1,200 in any twelve (12) month consecutive period, all of the GA's rights to receive such commissions shall cease. (2) Upon termination of this Agreement pursuant to Section 6(B), or upon your entry into a course of conduct as described in Section 6(B) at any time, all of the GA's and Sub-Agent's rights to earned commissions otherwise payable by the Company shall immediately terminate. (3) If this Agreement is terminated because of Your failure to pay over on demand any money owed by You to the Company and the Company is forced to setoff any indebtedness You owe against any earned commissions payable to You, You shall have no rights to receive any future commissions after the indebtedness is paid in full. (4) No further commissions following termination will be payable after any calendar year in which You change your address, leaving no forwarding address with the Company, and the Company is, through reasonable efforts, as determined solely by the Company, unable to locate You.

7. GENERAL PROVISIONS

- (A) **Entire Agreement.** This Agreement, together with Your General Agent Appointment Application, Advance Commissions and Loan Agreement(s) and any amendments hereto, constitutes the entire agreement and sole understanding between You and Us, and terminates and supercedes any and all previous agreements, oral or written, between You and Us. It is understood that all obligations and indebtedness to Us heretofore incurred or assumed by You, or any rights You may have to receive commissions, as provided under any previous agreement, shall not be impaired.
- (B) **No Waiver.** Failure of the Company to insist upon strict compliance with any of the provisions of this Agreement or the Company Rules and Regulations shall not be construed as a waiver or any such provisions or rules, and they shall continue to be in full force and effect.
- (C) **Severability.** If any provision of this Agreement or any modification, addendum or supplement hereto shall be found invalid, such invalidity shall not affect any other provision of this Agreement which can be given effect without the invalid provision, all the provisions hereof being deemed severable.
- (D) **Equitable Relief / Legal Proceedings.** In the event You breach Sections 3, 4, 6B(3) or 6B(4) of this Agreement, You acknowledge that such a breach may cause irreparable damage to Us and that it will be impossible to estimate the damage suffered by Us in the event of any such breach. You therefore agree that the Company shall be entitled, as a matter of course, to temporary and permanent injunctive relief from any court of competent jurisdiction, thereby preventing further breach of this Agreement. If the Company prevails in any legal proceeding under this Agreement, it is agreed that You shall (1) forfeit any and all rights to earned commissions You may have earned pursuant to this Agreement; and (2) reimburse Us for Our expenses, including costs and reasonable attorneys fees, incurred in connection with such a suit.
- (E) **Arbitration.** It is agreed that all disputes related to this Agreement, unless they can be settled amicably, shall be submitted to final and binding arbitration in Lehigh County, Pennsylvania, pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Arbitration shall be conducted by three arbitrators, one appointed by You, one

appointed by Us and one appointed by the named arbitrators. Such arbitration proceeding shall be completed not later than ninety (90) days following submission, except and only to the extent that such delay is attributable to the unavoidable delay of the arbitrators.

- (F) **Choice of Law.** This Agreement shall be interpreted in all respects in accordance with the internal laws of the State of Pennsylvania, without regard to principles of conflicts of law.
- (G) **Notice.** Any notice to Us under this Agreement must be in writing and delivered either personally or by certified mail to the President of the Company at Our home office. Any notice to You will be deemed given on the date it is delivered to You in person or mailed to Your last known address.
- (H) **Assignment.** Neither this Agreement nor any of the authority or commission provided for hereunder may be assigned or transferred by You in any manner, without Our prior written consent. Any permissible assignment by You shall always be subject to the Paramount and prior lien provided in section 1(D) (5) and 4 (D), whether for indebtedness existing at the time of the assignment or arising thereafter.

- (I) **Account Statements.** We will provide You with statements of earnings, advances, loans, charges and repayments of indebtedness.
- (I) **Banking Authority.** This Agreement does not authorize You to endorse checks payable to Us or to deposit such checks in Your bank account. Banking Authority to endorse and deposit such checks may be granted to You by Us, in Our sole discretion, at a later date.
- (J) **Amendment.** This Agreement may be amended only in writing by one of Our authorized officers or representatives.

General Agent's Statement:

I certify that the information supplied by me on the attached General Agent's Contract and Appointment Application are true and correct. I agree to comply with all the regulations of American Independent Network and the Insurance Department. I understand that I am not permitted to write or solicit insurance until I am appointed with American Independent Network and have notification in my possession from American Independent Network that I am qualified to write business for the company. I certify that I am free to appoint and contract with American Independent Network. I acknowledge that the Company has informed me that in connection with my initial contract and appointment application, re-appointment, renewal, any other licensing action or activity, or at the Company's discretion, a Credit Report and/or Investigative Consumer Report and Vector Report may be obtained. I understand these reports will provide information concerning my character, general reputation, personal characteristics and mode of living and that consumer report information may be obtained through personal interviews with my friends, neighbors and associates and through Credit Reporting Agencies. I expressly authorize the Company to conduct these investigations and authorize all persons and entities (including past and present employers) to provide the company with ALL requested information. I release from liability all persons and entities which supply information to the Company and/or its agents and/or affiliates and agree to hold the company harmless from any liability for conducting this or any other investigation. I authorize the Company to use these reports and to provide these reports and any other pertinent information to American Independent Network affiliate companies and to third parties where third parties legal interest and/or obligations are involved. I also authorize the Company to distribute any financial, business, tax or work performance history regarding me that it receives from third parties or Company affiliates or which is generated by the Company that is not part of an investigative report to all affiliate companies and third parties including but not limited to agents or agencies that assume my debt balance responsibility. I certify that I have reviewed this application and understand that if any information provided by me is found to be incorrect or incomplete, it will be grounds for rejecting this application and for termination of my contract and appointment, all at the sole discretion of the Company. **I agree that I will not solicit business until I receive notification from the Company that my application has been approved.**

By signing below, both parties agree and intend to be legally bound.

By:  _____ Approved by: _____
 General Agent Date Officer Date

If General Agent is a corporation or partnership, the following section must be completed:

Intending to be legally bound hereby, I state and represent that I have authority to enter into this Agreement on behalf of the corporation or partnership named herein. I further certify that each of the shareholders or partners personally and fully guarantee, in all respects, performance with respect to all aspects of this Agreement.

 Corporate Name Federal Tax I.D. By: _____ Signature Title

STATE APPOINTMENT FEES



Penn Treaty Network America
Insurance CompanySM
(PTNA Life Insurance Company in GA)

American Network Insurance CompanySM

American Independent Network Insurance
Company of New YorkSM

APPT-FEE-INST(6/04)