

# **ENROLLING AGENT AGREEMENT**

## **for Healthcare National Marketing, Inc.**

**This Agreement executed between Healthcare National Marketing, Inc., a Florida Corporation, herein referred to as the “Company” and \_\_\_\_\_, hereafter referred to as the “Agent”.**

1. The Agent is authorized to solicit applications for the National Association for Medical and Dental, Inc. and to forward these applications to Company for approval and to collect only the initial Enrollment Fee due on such applications. The Company will be responsible for all billings. The Agent shall be devoted to the business of this appointment, but shall be free to exercise judgment as to the persons from whom they will solicit applications and the time and place of solicitation, subject to the provisions of this Agreement. It is understood that the Agent’s relationship to the Company shall be that of an Independent Contractor only, and that nothing herein shall be construed to create a relationship of employer and employee between the Agent and the Company. The Company may, from time to time, prescribe rules and regulations respecting requirements of applications not interfering, however, with the Agent’s freedom of action.
2. The Company shall allow the Agent the amount specified in this agreement as compensation in full for all services performed and for all expenses incurred by the Agent subject to the terms and conditions of this Agreement. The Agent agrees to accept the rate of payment set forth in this Agreement on fees paid to the Company for enrollments by the Agent on applications bearing the Agent’s name and Agent number. The Agent is responsible for the payment of the policy fee and first month’s premium on a monthly bank draft policy, and the policy fee and annual premium if paid yearly in advance. The Agent shall immediately remit to the Company all premiums collected or received.
3. Subject to the provisions contained in this agreement it is stipulated that this agreement shall be terminated by reason of Agent's death, or disability as determined by the Company, or terminated by the Company or the Agent, at will, without violation of its terms having occurred. The Agent agrees that he/she will not, at any time, induce or attempt to induce any Agent, representative, manager, or employee of the Company and/or the Company's Agents to terminate his/her association with The Company and will not induce or attempt to induce any policyholder of the Company to terminate his/her coverage with us. All rights to compensation, earned, but unpaid, shall be forfeited if the Agent commits any fraud in connection with or convert, fail or refuse to remit the Company's funds or premiums or commit any violation of law or regulation punishable by revocation of agreement the Agent operates in, or violate other terms of this agreement. The agreement shall be at will for an indefinite term. It is agreed that the Company or the Agent may terminate this agreement at any time by giving written notice to the other of such termination. Written notice shall be mailed to the last known address and shall be effective five (5) days after the date of termination letter.
4. The Agent agrees not to publish, distribute or use any circulars, advertising, sales material or other matter referring to the Company or its policies, other than those provided by the Company, without first securing the Company's written approval. The Agent is not authorized to a) extend credit for the Company, b) alter, waive, or modify any of the terms, conditions or limitations of any policy issued, c) affect any verbal agreement or contract of coverage, d) affect any agreement of coverage except by means of authorized policy forms according to the Company's regulations. The Agent shall have no authority other than expressly granted in this agreement. No Forbearance or neglect on the Company's part to insist upon compliance by the Agent with the terms of this agreement shall be construed as, or constitute a waiver of any terms of this agreement.
5. The Company shall mail to the last known address, as reflected on Company records, of the Agent or the Agent's manager, if any, a monthly statement showing compensation and deductions made within the accounting period. Each statement is deemed to be correct and accurate unless objection is made in writing; within 30 days after it has been mailed by the Company.
6. Neither this agreement nor any of the benefits the Agent accrues hereunder shall be assigned or transferred either in whole or part without our written consent. Any ambiguities contained in this contract shall not be construed against the drafter. The Agent agrees to indemnify the Company and hold the Company harmless from any and all expense, costs, cause or causes of action and damages resulting from any wrongful act or actions by the Agent. The Agent agrees to comply with all the Company rules and regulations and with all state laws where they solicit business. The Agent agrees not to illegally withhold any funds. The Agent agrees to make no fraudulent or negligent statements in presentation of the Company's product. If any lawsuits shall be brought against the

Company in consequence of any unauthorized action or statement of the agent, all costs and damages arising therefrom shall be paid by the Agent. This agreement is governed by the laws of State of Florida. Florida shall be the place of jurisdiction for service of process and legal purposes. Any controversy or claim arising out of or relating to this contract including, but not limited to the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association or similar arbitration association, and judgments upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. It is further agreed that in the event of judgment against one of the parties, that party shall pay all costs of arbitration. This paragraph will survive the termination of this agreement.

**Enrolling Agent Information**  
**(PLEASE PRINT CLEARLY)**

FULL NAME \_\_\_\_\_

SOC. SEC. # \_\_\_\_\_ DOB \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

DAY TIME PHONE:(\_\_\_\_) \_\_\_\_\_ ALT PHONE:(\_\_\_\_) \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

**If commissions are to be paid to your corporation, please list:**

NAME OF CORPORATION: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

How did you hear about this program? [  ] I called Healthcare National Marketing, Inc. [  ] Website

[X] I was referred by: Joseph Klimczak #C2749 \_\_\_\_\_

Agent Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Please submit a copy of YOUR STATE INSURANCE LICENSE and AGENT SET UP FEE TO:**

**Bay Insurance Marketing**  
**P.O. Box 518**  
**Palm Harbor, FL 34682**  
**Office:1-800-878-9399**  
**Fax: 1-800-878-9467**  
**Email: bay@bayinsurance.com**



Agent Compensation Package

# General Agent Enrolling Form

General Level Override Fee per application:

- Florida Applications
  - Single \$90.00
  - Single + One \$90.00
  - Family \$90.00
- Texas & California Applications
  - Single \$100.00
  - Single + One \$100.00
  - Family \$100.00

(Paid on the 1<sup>st</sup> and 15<sup>th</sup> of each month)

**There is a one time Agent Set Up fee of \$50 that will be deducted from your first commission direct deposit. The \$50 set up fee will be returned to the agent after 5 enrollments plus an additional \$50 for a total of \$100.00.**

General Enroller Name: \_\_\_\_\_

General Enroller Signature: \_\_\_\_\_

Administered By: **Healthcare National Marketing, Inc.**  
5211 US Highway 19, Suite 200  
New Port Richey, Florida 34652

*\*\*Write 5 applications or more within the month, and receive an additional \$10.00 per application, retroactive to the first application written.\*\**

# Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2</b>	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"/> Other ▶ ..... <input type="checkbox"/> Exempt from backup withholding	
	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.

<b>Social security number</b>								

**OR**

<b>Employer identification number</b>								

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

## Part II Certification

Under penalties of perjury, I certify that:

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

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

<b>Sign Here</b>	Signature of U.S. person ▶ <b>X</b>	Date ▶
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## 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.

**U.S. person.** 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.

In 3 above, 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.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**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,

**Direct Deposit of Payroll / Authorization Agreement for Automatic Deposits**

Healthcare National Marketing Inc.

Company / Employer Name

\_\_\_\_\_  
Company ID Number

I authorize the above Company and the Financial Institution listed below to electronically deposit my net pay to the specified account each payday. (circle one)    CHECKING    SAVINGS

\_\_\_\_\_  
Bank Name

\_\_\_\_\_  
Branch

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Bank Transit / ABA Number

\_\_\_\_\_  
Account Number

If monies to which I am not entitled, are deposited to my account, I authorize my EMPLOYER to direct the Financial Institution to return said funds. This authority will remain in effect until I have filed a new authorization, or until revoked by me in writing, or upon termination of my employment with said COMPANYY.

\_\_\_\_\_  
Employee Name (please print)

\_\_\_\_\_  
ID Number

X

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Please fill out this form then print and sign it. Once completed, fax this form as well as a copy of a blank check for Checking Account deposits or a copy of a Deposit slip for Savings Account deposits to Healthcare National Marketing Inc.**

Please attach a copy of your  
state insurance license.

Fax all paperwork to;  
800 878 9467