



# Agent / Agency Contract Application

Welcome to the INF. We're excited for you to join our organization as a producer partner.

Below you will find instructions on how to complete our application to become a contracted producer for INF. We ask you complete the application in its entirety to ensure a quick appointment.

## **Step 1: Complete all sections of this Agent / Agency Application Form**

- Part 1: Agent Information
- Part 2: Agency Information
- Part 3: Other Information
- Part 4: Acknowledgement (including date, title, & signature)

## **Step 2: Provide Additional Required Documents**

- Life & Health or Property & Casualty Insurance License
- Errors & Omissions declarations page with active coverage dates and amounts

## **Step 3: Commissions Payment Method**

- Direct Deposit Form (for commission deposits to US Banks)

## **Step 4: Tax Forms**

- Individual - 1099 or Agency - W9

## **Step 5: Submit Application Documents in one of the following ways:**

- Email completed forms to [agents@infplans.com](mailto:agents@infplans.com)
- Fax completed forms to 408-520-4967
- Mail complete application to:  
INF Health Care  
Attn: Producer Partner  
7065 Westpointe Blvd Suite 209  
Orlando, FL 32835

All documents must be received & approved before INF Health Care, LLC can pay commissions to you and/your agency.

If you have any questions, please reach out to us directly at 408-634-0065. We will help you with anything you need.



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## 1. Agent Information

- A. Name: \_\_\_\_\_
- B. Address: \_\_\_\_\_  
\_\_\_\_\_
- C. City: \_\_\_\_\_
- D. State: \_\_\_\_\_ E. Zip Code: \_\_\_\_\_
- F. Telephone: \_\_\_\_\_
- G. Email: \_\_\_\_\_
- H. License No: \_\_\_\_\_ State: \_\_\_\_\_
- I. National Producer No: \_\_\_\_\_
- J. Beneficiary Designation (in case of death): \_\_\_\_\_

## 2. Entity Information

- A. Name: \_\_\_\_\_
- B. Address: \_\_\_\_\_
- C. City: \_\_\_\_\_
- D. State: \_\_\_\_\_ E. Zip Code: \_\_\_\_\_
- F. Telephone: \_\_\_\_\_
- G. E-Mail: \_\_\_\_\_
- H. This entity is a:
 

|                                      |                                      |  |
|--------------------------------------|--------------------------------------|--|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Partnership | <input type="checkbox"/> Sole Proprietorship |
|--------------------------------------|--------------------------------------|--|

## 3. Other Information

- A. To Whom Should commissions be paid?
 

|                                |                                 |
|--------------------------------|---------------------------------|
| <input type="checkbox"/> Agent | <input type="checkbox"/> Agency |
|--------------------------------|---------------------------------|
- B. I have included License, E&O, & W9
 

|                              |                             |
|------------------------------|-----------------------------|
| <input type="checkbox"/> YES | <input type="checkbox"/> NO |
|------------------------------|-----------------------------|

## 4. Acknowledgement

I authorize the release of commission payments to the licensed person or entity indicated in Section 1 and further agree to indemnify and hold INF Health Care, LLC and their insurance carriers harmless from any liability resulting from or arising out of any payments made in accordance with such designations.

I have read the Agent Contract and understand all the terms and provisions of the Agent Contract. I understand the Agent Contract wording may be adjusted from time to time; the current wording is available from INF Health Care, LLC

If approved, I agree to comply with and be bound by the terms of the Agent Contract, and all of the guidelines, rules, bulletins, or other written instructions issued by INF Health Care, Inc., now in force or as they may be hereafter promulgated, amended or supplemented and all applicable laws and regulations of any insurance department or other government authorities having jurisdiction over INF Health Care, Inc., its carriers or any subject matter of any contract. If Agent is a corporation, an authorized officer must sign and indicate the Officer's title.

I affirm that all the information provided on this application is true and accurate.

- A. Signature: \_\_\_\_\_
- B. Title: \_\_\_\_\_
- C. Date: \_\_\_\_\_

On behalf of INF Health Care, LLC

- A. Signature: \_\_\_\_\_
- B. Title: \_\_\_\_\_
- C. Date: \_\_\_\_\_

## 5. FOR OVERRIDING PRODUCER USE ONLY

- A. This is a Sub-Producer For: MCIS Multichoice Insurance Services
- B. Parent Producer Agent Number: AG10023

DO NOT COMPLETE THIS SECTION. HOME OFFICE USE ONLY

Agent #: \_\_\_\_\_ Commission: \_\_\_\_\_  
 RGA #: \_\_\_\_\_ MGA #: \_\_\_\_\_ GA #: \_\_\_\_\_  
 INF Health Care. Dev: \_\_\_\_\_ Date Received: \_\_\_\_\_  
 Approved & Returned on: \_\_\_\_\_



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The Administrative Company, INF Health Care, LLC (The "Company"), and the Undersigned Applicant (The "Agent")

IN CONSIDERATION OF THE MUTUAL PROMISES AND AGREEMENTS SET FORTH HEREIN, THE RECEIPT AND SUFFICIENCY OF WHICH IS ACKNOWLEDGED, THE COMPANY AND THE AGENT HEREBY AGREE AS FOLLOWS:

1. Appointment and Independent Contractor Relationship
  - a. The Company hereby appoints the Agent, as its non-exclusive agent, to produce applications on behalf of the Company for approved products.
  - b. In providing services under this Contract, the Agent will act as the Company's independent contractor. The Agent will not be the Company's employee or partner. Nothing contained in this Contract will create, or be construed as creating, the relationship of employer and employee, partner, joint venturer, or of franchiser and franchisee between the Company and the Agent or between the Company and any employee of the Agent. Neither party will have the right or authority to assume, create, or incur any third-party liability or obligation of any kind, express or implied, against or in the name of, or on behalf of the other party except as expressly set forth in this Contract.
2. Agent Authority
  - a. The Agent is authorized to solicit applications for the Elite Network, Traveler USA, Premier, Standard, Advantage, Choice, and SelectCare Insurance Products, and any other insurance products provided by the Company, provided that such authorization is limited to those states or territories where the Company is authorized to do business, and subject to the Agent's compliance with all applicable laws, ordinances, codes, regulations, and licensing requirements at the time of solicitation and in the jurisdiction, and to the terms and conditions set forth in this Contract. Agent represents and warrants to Company that it is duly licensed and will always maintain such license(s) in active status and in good standing that this Contract is in effect. In addition, Agent agrees to furnish copies of such licenses upon request by the Company. Agent must maintain E & O coverage of a minimum two million dollars.
  - b. The Company authorizes Agent to obtain physical or online applications for insurance policies and / or certificates ("Policies") and the mutual customer submit applications directly employing the sales portal link or Application programming interface (API) provided by the company. **Under no circumstance's shall the agent solicit credit card information, cash or other monetary instruments from clients in the name of the Company.** All transactions must occur on Company web site employing the sales portal link or API provided to the agent.
  - c. To market the Products, the Agent may only use the Approved Material. "Approved Material" means any material in any medium (print, electronic, or otherwise) for publication or distribution, advertisement, circular, statement, product illustration, or any other material provided by the Company to the Agent related to the Products and designated by the Company as an approved marketing material. The Agent may not alter any Approved Material without the prior written approval of the Company, which the Company may grant or deny in its sole and absolute discretion. The Company retains exclusive ownership of the Approved Material, and any Approved Material in the Agent's possession shall immediately be returned upon the Company's request.
  - d. Agent agrees to abide by the Company's administrative guidelines, including modifications and updates to products and procedures or other bulletins, from the moment released by the Company which shall become, for all purposes, a part of this Contract as fully as if contained word for word herein.
  - e. The Agent agrees to become informed as to the provisions and benefits of each Policy offered by the Company for which the Agent solicits applications hereunder, as the same may be amended or modified from time to time by the Company and/ or its insurers at their sole discretion, to represent such Policies adequately and fairly to its clients and to provide all usual and customary service to its clients in an effort to maintain in force any business placed with the Company.
  - f. The Agent has no authority to make, alter, modify, or discharge any Product, policy, application, applicant method (including by not limited to API, Sales Link, or Paper application) or contract; extend any provision thereof; extend the time for payments; waive any forfeiture; deliver any individual Product, policy or contract unless the proposed covered person thereunder is at the time in good health and insurable condition; incur any debts or expenses for which the Company may be liable; the Agent's own use or for the benefit of any third party any moneys, securities, policies or receipts belonging to the Company; or accept payments in other than the currency of the United States of America. The Agent must promptly submit to the Company any application for a Product.
3. Proprietary Marks
  - a. Agent acknowledges that the Company is the owner of all right, title and interest in and to the Company's proprietary marks including but not limited to, KV RAO INSURANCE, INDIA NETWORK HEALTH INSURANCE, INF HEALTH CARE, INF, INF VISITORS INSURANCE, INF VISITOR CARE, ELITE NETWORK, PREMIER, STANDARD, TRAVELER USA, ADVANTAGE, CHOICE, SELECTCARE, COVERAGE YOU WANT, PEACE OF MIND YOU NEED, THE PRICE YOU LOVE THE BRAND YOU TRUST, and the goodwill associated with and symbolized by them (collectively, the "Marks"). Agent will have no claim of any right, title or interest in and to the Marks.
  - b. Unless authorized by Company in writing, Agent may not use any of the Marks as a legal, corporate, or domain name. If Agent desires to use the Marks in any manner not authorized by this Contract, the Agent must disclose such proposed use to Company for approval and may not use the Marks until Company, in its sole and absolute discretion, approves of such proposed use in writing
4. Agent Compensation
  - a. The Company agrees to pay as full compensation for services performed under this Contract, for any net written premiums received by the Company for Policies issued on applications submitted by the Agent under this Contract and accepted by the Company, the commissions at the rates specified in the Commission Schedule(s) attached and incorporated herein. The commissions will be based on net written premiums paid on Agent Originated Policies. "Agent Originated Policies" means policies issued by the Company on applications submitted by the Agent prior to the termination of this Contract. Payment of commissions shall be subject to the Agent's satisfaction of all the terms and conditions set forth in this Contract.
  - b. The calculation for Net Written Premium = (Written Premiums - Cancellations - Applicable Taxes & Fees)
  - c. Commissions shall be considered payment in full for all services performed and expenses incurred by the Agent and will be subject to charge-back and / or reimbursement with respect to any Policy subsequently rescinded, replaced or canceled.
  - d. The Agent may not deduct or retain commissions from any gross payments, premiums, or other moneys received or collected on behalf of the Company without the written consent of the Company.
  - e. The Company will pay the Agent any commissions to which the Agent is entitled under this Contract on the 2<sup>nd</sup> Friday of the Month for all active policies as of the last day of the prior month. Commissions are only paid only if a \$500 minimum disbursement level is met.
  - f. If the Agent is a natural person and this Contract terminates due to the death of the Agent, all unpaid commissions due to the Agent under this Contract will be paid to the beneficiary designated on the Agency Contract Application, or, if no beneficiary is designated, the executor or administrator of the Agent's estate.
  - g. If the Agent is a corporation, partnership, or other entity and this Contract terminates because of the voluntary or involuntary dissolution of the Agent, the Company will not pay any further commissions to the Agent after the date of dissolution.



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## 5. Termination

- a. This Contract may be terminated, without cause and without any fees, charges, or penalties, by either party upon thirty (30) days written notice to the other party. The Company may, in its sole and absolute discretion, terminate this Contract for cause, which include the following:
  - i. The breach by the Agent of any covenant, provision, representation, or warranty set forth in this Contract upon notice by the Company to the Agent of such breach, and the Agent's failure to correct such breach within ten (10) days after such notice;
  - ii. The failure by the Agent to perform any obligation imposed upon it by this Contract within a period of ten (10) days after notice by the Company to the Agent; and/or,
  - iii. The violation by the Agent of the Company's trademarks or intellectual property rights.
  - iv. The agent engages in rebating of premiums with any monetary device or payment-in-kind
- b. If the Agent is a natural person, this Contract will immediately terminate upon death of the Agent. If the Agent is a corporation, partnership, or other entity, the death of any owner will not terminate this Contract, provided that the surviving owners are validly licensed and appointed to represent the Company.
- c. If the Agent is a corporation, partnership, or other entity, this Contract will immediately terminate upon the voluntary or involuntary dissolution of the Agent or the disqualification of the Agent to do business under applicable state laws.
- d. This Contract will immediately terminate upon the insolvency of the Agent, the Agent filing a petition for bankruptcy or the initiation of involuntary bankruptcy proceedings against the Agent.
- e. This Contract will immediately terminate if the Agent's license is revoked, suspended, terminated, or is not renewed.
- f. Upon termination of this Contract, Agent must (i) immediately cease using in any manner whatsoever, the Marks, any trade secrets, or confidential information of Company, (ii) immediately cease soliciting prospective clients, and (iii) immediately cease using all web sites, signs, advertising materials, displays, stationary, or any other articles that incorporate the Marks.

## 6. General Provisions

- a. Cooperation. The Agent will cooperate with the Company concerning any investigations arising from claims adjudication or otherwise.
- b. Confidential Information. The Agent acknowledges that, during the course of performance under this Contract, the Agent may have access to the Company's confidential/proprietary information, including, but not limited to, confidential information which relates to the Company's business operations, marketing strategies, promotional materials, trade secrets, technology, commission structure, pricing, underwriting and the terms of this Contract (collectively, the "Confidential Information"). The Agent agrees to maintain in confidence and not to copy, disclose, or distribute any of the Company's Confidential Information, or any part thereof, without the prior written consent of the Company. The obligations of confidentiality shall not extend to information publicly or generally available or known to the public, lawfully disclosed to the recipient by a third party, or independently developed by the Agent.
- c. Records and Supplies. All records maintained by the Agent hereunder and all books, rate manuals, forms and other supplies furnished to the Agent by the Company, including all Confidential Information, will remain the property of the Company and must be returned to the Company promptly following termination of this Contract.
- d. Underwriting. The Company reserves the right, at its sole and absolute discretion, to decline any application for coverage, to refuse to renew any coverage, to withdraw any Product, or to return directly to covered persons or applicants any payments submitted to the Company. The Agent expressly waives any right to contest an underwriting decision by the Company, and the Agent expressly waives any liability against the Company for an underwriting decision.
- e. Assignment. The Agent will not assign or otherwise dispose of this Contract or its right, title or interest therein, or any part thereof, to any individual, partnership, or corporation, or other entity or person without the prior written consent of the Company in its sole and absolute discretion. The Company shall have the right to assign or otherwise dispose of this Contract or its right, title, or interest therein, or any part thereof, to any individual, partnership, or corporation or other entity or person without the prior written consent of the Agent.
- f. Amendment. This Contract may be amended only by a writing signed by duly authorized representatives of both parties.
- g. Reciprocal Indemnification. The Agent hereby agrees to defend, indemnify, and hold harmless the Company and its agents, affiliates, officers, directors, shareholders and employees (collectively, "Company Indemnified Parties") from and against any losses, claims, damages, expenses, or liabilities, joint or several, to which the Company Indemnified Parties may become subject insofar as such losses, claims, damages, expenses, or liabilities (or actions in respect thereof) that arise out of or are based upon or relate to the actions or omissions of the Agent and/or the Agent's Sub- Producer(s), whether negligent or intentional. The Agent will pay the Company Indemnified Parties for any legal or other expenses reasonably incurred by the Company Indemnified Parties in connection with investigating or defending any losses, claims, damages, expense, liability, or action. Likewise, the Company agrees to defend, indemnify and hold the Agent and / or the Agent's Sub-Producer(s), affiliates, officers, directors, shareholders and employees (collectively, "Agent Indemnified Parties"), from and against any losses, claims, damages, expenses, or liabilities, joint or several to which the Agent Indemnified Parties may become subject insofar as such losses, claims, damages, expenses or liabilities (or actions in respect thereof) that arise out of or are based upon or relate to the actions or omissions of the Company or the Company Indemnified Parties, whether negligent or intentional. The Company will pay the Agent Indemnified Parties for any legal or other expenses reasonably incurred by the Agent Indemnified Parties in connection with investigating or defending any such loss, claim, damage expense, liability or action
- h. Errors and Omissions Coverage. The Agent shall always maintain that this Contract is, in effect, an Errors and Omissions policy of at least \$2,000,000
- i. Legal Papers. Within twenty-four (24) hours after the Agent is served with any paper in connection with any legal proceeding that involves or potentially involves the Company, the Agent must transmit the same to the Company by overnight mail. The Agent must reimburse the Company for any loss or expense to the Company caused by the Agent's failure to comply with this provision
- j. Notice. Unless otherwise specified in this Contract, any notice, request or other communication to be given by either party under this Contract must be in writing and delivered in person or sent by (1) registered or certified mail, postage prepaid, with return receipt requested or (2) an overnight courier guaranteeing overnight delivery to the Company at 7065 Westpointe Blvd, Orlando, FL 32835 Attn: Director of Sales, and to the Agent at the last known address appearing in the Company's records. Notice will be deemed delivered on receipt if delivered by hand or on the third



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business day after mailing if mailed by first class, registered or certified mail, or on the next business day after mailing or deposit with an overnight courier service if delivered by express mail or overnight courier.

- k. Governing Law. This Contract and the validity, construction, effect, and enforcement hereof and the obligations, rights, and remedies of the parties under this Contract shall be construed, governed, and enforced in accordance with the laws of the State of Florida, without regard to conflicts of law principles.
  - l. Remedies. No remedy herein conferred upon or reserved to the Company is intended to be or shall be exclusive of any other remedy, but every remedy herein provided shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity, or by statute. Every such right and remedy may be exercised from time to time and as often as may be deemed expedient. No delay or omission by Company to exercise any such right or remedy shall be construed to be a waiver thereof or an acquiescence therein.
  - m. DISCLAIMER AND LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES, WHETHER BASED ON A THEORY OF TORT, CONTRACT, EQUITY, OR ANY OTHER LEGAL THEORY, WILL THE COMPANY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION LOST REVENUES OR PROFITS OR LOSS OF BUSINESS, ARISING OUT OF THIS CONTRACT.
  - n. Severability of Provisions. Each provision of this Contract shall be considered separable and if for any reason any provision is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect the remaining provisions of this Contract.
7. Effective Date
- a. This Contract will be effective after it has been signed by the Company and the Agent has provided satisfactory evidence to the Company that the Agent is licensed to sell the Company's products in the state or territory where the Agent proposes to do business.
  - b. The Agent represents by signing this Contract that the Agent has read and fully understands the terms of the Contract.





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## Compensation Schedule to the Producer Agreement

Subject to the terms and conditions contained in Section 4 Of the Agreement (Compensation), beginning on the effective date of this Compensation Schedule, Producer will be entitled to earn compensation according to the percentages and calculation shown below for business in which Producer is identified as the producer of record on and after the effective date below. Compensation may be reduced by the amount of any compensation, override compensation, bonuses, or other amounts owed to sub-producers, assigns, successors, or their estates.

| <b>Product</b>         | <b>Compensation</b> |
|------------------------|---------------------|
| SRPO 75000-8030 – 8031 | 20%                 |
| SRPO 75000-8009 – 8029 | 20%                 |
| SRPO 75000-8005 – 8008 | 20%                 |
| GLM N10783434P         | 20%                 |
| GLM N10783515P         | 20%                 |
| GLM N10783434S         | 20%                 |
| GLM N10783515S         | 20%                 |