

PRODUCER COMPENSATION AGREEMENT

Effective as of the date signed below, ALLIED NATIONAL, INC., 4551 W. 107th St., Overland Park, KS 66207 ("ALLIED"), a Third Party Administrator for insurance companies that underwrite the insurance coverage referenced below ("INSURANCE"), and for the self-funded employer ERISA plans (including stop-loss insurance coverage) referenced below ("ERISA PLANS"), and the Producer named below ("PRODUCER"), in consideration of the following promises and covenants, AGREE AS FOLLOWS:

1. PRODUCER may submit to ALLIED applications for INSURANCE and/or enrollments for ERISA PLANS. PRODUCER will receive, as full compensation, commissions for the INSURANCE, and consulting fees for the ERISA PLANS, as provided in the attached Schedule of Compensation ("COMPENSATION").
2. PRODUCER has no authority to make or alter the INSURANCE or ERISA PLANS, or any policy, certificate, plan document or summary plan description ("SPD") thereof, including any term, provision, obligation or condition, or to extend the time of payment for monthly premiums, contributions or other charges, or to receive said payments (unless submitted with new business). Any such payments received by PRODUCER shall be promptly submitted (or paid) to ALLIED.
3. PRODUCER shall not place applications for INSURANCE and/or enrollments for ERISA PLANS until and unless properly licensed (and appointed, if required) by law.
4. COMPENSATION shall be payable to PRODUCER (or its legal representative) for any INSURANCE or ERISA PLAN submitted to ALLIED by PRODUCER. COMPENSATION may be modified by ALLIED, for either new or existing INSURANCE or ERISA PLANS, at any time upon written notice to PRODUCER. No assignment of COMPENSATION (earned or accrued, or to be earned or accrued) shall be binding upon ALLIED without its written consent.
5. COMPENSATION shall be payable to PRODUCER with respect to any INSURANCE or ERISA PLAN submitted to ALLIED by PRODUCER, unless ALLIED receives written notice from the insurance company, or the participating or sponsoring employer, or the insured, that PRODUCER is no longer authorized to act as their agent.
6. If for any reason coverage under any INSURANCE or ERISA PLAN for which PRODUCER has received COMPENSATION is rescinded, terminated retroactively, terminated early, delayed or otherwise modified, or premiums or contributions are reformed or otherwise adjusted, PRODUCER hereby agrees to reimburse ALLIED for any and all excess COMPENSATION due to such modification or adjustment.
7. ALLIED may, at any time, deduct from any COMPENSATION due PRODUCER, any indebtedness of PRODUCER to an insurance company or ALLIED, together with interest at the maximum legal rate and any collection costs.
8. This Agreement may be terminated for cause by ALLIED upon written notice to PRODUCER, if PRODUCER:
 - a) withholds any INSURANCE or ERISA PLAN monthly premiums, contributions or other charges, or excess COMPENSATION, whether due the insurance company, ERISA PLAN or ALLIED;
 - b) fails to comply with applicable law or regulation, or any policy or procedure of ALLIED or an insurance company;
 - c) knowingly misrepresents any INSURANCE or ERISA PLAN, or other product or service offered through ALLIED;
 - d) knowingly or negligently fails to comply with a material term of this Agreement in any manner;
 - e) defrauds or attempts to defraud ALLIED, a ERISA PLAN or an insurance company;
 - f) has any required license revoked or non-renewed;
 - g) uses any advertising materials not authorized by ALLIED, a ERISA PLAN or an insurance company;
 - h) knowingly furnishes false information, or fails to disclose information, of a material nature to ALLIED; or
 - i) dies, or is dissolved, liquidated or sold, but such termination will be no sooner than one year following the event.
9. If this Agreement is terminated for cause by ALLIED, PRODUCER shall not be entitled to any COMPENSATION which would otherwise be payable under this Agreement, including renewal COMPENSATION, effective as of the date of termination. Either party may terminate this Agreement without cause upon 10 days written notice to the other party.
10. This Agreement constitutes the entire contract between the parties hereto. Any amendment to this Agreement shall be in writing, effective as of the date executed by ALLIED.
11. ALLIED retains the right to decline acceptance of any application or enrollment form, to change or withdraw any insurance certificate or SPD, to decline to administer a self-funded plan or to change or discontinue any product or service at any time.
12. PRODUCER acknowledges it may receive certain non-public, personal information of individuals covered by the INSURANCE and ERISA PLANS ("CLIENTS") administered by ALLIED. PRODUCER:
 - a) shall securely and privately maintain the confidentiality of all non-public, personal information of CLIENTS ("CLIENT INFORMATION") pursuant to applicable state and federal privacy laws and regulations;
 - b) covenants and agrees not to use, disclose or in any manner reveal CLIENT INFORMATION other than as necessary for INSURANCE or ERISA PLAN administration purposes contemplated by this Agreement, including effecting or administering transactions on behalf of and requested by CLIENTS, or to comply with applicable laws or regulations; and
 - c) shall defend, indemnify and hold ALLIED harmless from all loss, costs, judgments, settlements, fines, assessments, penalties or other monetary expenditures, including reasonable attorney fees, incurred by ALLIED, as a direct or indirect result of a violation by PRODUCER of this paragraph 12 of this Agreement.
13. PRODUCER hereby authorizes and consents to receipt of communications from ALLIED for all purposes as contemplated by and during the term of this Agreement, whether by phone, fax, email, direct mail or any other form of communication.

PRODUCER SIGNATURE: X _____ Title: _____ Date: _____

PRODUCER NAME: (Please Print) _____ SSN or Tax ID# _____

ALLIED SIGNATURE: X _____ Title: _____ Date: _____

Allied National, Inc.

Return to: Allied National, Inc.
PO Box 29187
Shawnee Mission, KS 66201-9187

AGENT SCHEDULE OF COMPENSATION

For all business effective, and renewing, on or after 4/1/2012

Commissions are paid only on earned insurance premium. Service Fee compensation is paid on self-funded plans.

Fees on fully insured plans are not commissionable.

Group size is determined by number of lives at time of issue or renewal.

American General Underwritten Fully Insured Plans

Coverage Type	Group Size	First Year	Renewals
Dental	All Size Groups	10%	10%
Life and Disability, Standard Plan	All Size Groups	15%	10%
Life and Disability, Custom Plan	10 to 24 Lives	15%	10%
Life and Disability, Custom Plan	25+ Lives	12%	8%

American Alternative Insurance Underwritten Fully Insured Plans

Product(s)	Group Size	First Year	Renewal
Cost Saver	2 to 1000	10%	10%
Premium Advantage HSA Qualified Plan CoreValue Health Plan	2 to 24	6%	5% only if below minimum volume, see note below.
Cost Saver Plus Major Medical Provider Freedom	25 to 50	5%	4.5% only if below minimum volume, see note below.
Short Term Medical PLUS	NA	15%*	Not Applicable
* SHORT TERM MEDICAL PLUS BONUS: Any month in which your commission statement includes ten (10) months of commissionable premium for the Short Term Medical PLUS plan, a bonus of 5% of premium will be paid.			

Note: Renewal commissions on fully insured plans are reduced if agent has less than three active group cases in force at time of renewal (not applicable in Texas). **All** Allied group plans (health, dental, life and disability) count toward meeting this requirement.

Marketing Organization	Product	First Year	Renewal
Ben-e-lect	Group Health	7%	7%

Self-Funded Plan Compensation

Product(s)	Group Size	First Year and Renewal *
Funding Advantage	10 – 24	6% of total monthly cost
Funding Advantage	25 – 50	5 % of total monthly cost
Funding Advantage	51+	4% of total monthly cost

*This is the default compensation amount and may be varied based on agreement between the agent and the employer.