

# PRODUCER REGISTRATION

## INSCRIPCIÓN DE PRODUCTOR



### PERSONAL INFORMATION / INFORMACIÓN PERSONAL

Individual

Legal Entity [Provide principal's personal information and formation documents] / Entidad Legal [Proporcionar información personal del principal y documentos de formación]

Contract Name: / Nombre de Contrato: \_\_\_\_\_

First Name, Middle Initial: / Nombre, Inicial: \_\_\_\_\_

Last Name: / Apellido: \_\_\_\_\_

Agency Name (if applicable): / Nombre de Agencia (si es aplicable): \_\_\_\_\_

Alias (if applicable) / Alias (si es aplicable): \_\_\_\_\_

**Check here, if you wish to register under your Agency Name.** By doing so, all communications, your producer profile, and commission payments will be addressed to this name. / **Marque aquí, si desea inscribirse bajo el nombre de su agencia.** Al hacerlo, todas las comunicaciones, su perfil de productor y el pago de las comisiones se hará a este nombre.

If an individual is registering under an agency name, they must complete the Legal Entity Data section. / Si un individual se está registrando bajo el nombre de una agencia, deben completar la sección: *Datos de Entidad Legal*.

Date of Birth: / Fecha de Nacimiento: \_\_\_\_\_

Gender: / Sexo:  MALE / MASCULINO  FEMALE / FEMININO

[Must match that provided in Photo ID] / [Debe coincidir con la identificación proporcionada]

Passport or Government ID: / Cédula: \_\_\_\_\_

Preferred Language: / Idioma de Preferencia:  ENGLISH / INGLÉS  SPANISH / ESPAÑOL

### RESIDENCE ADDRESS [Must match the document provided as Proof of Residential Address]

/ DIRECCIÓN DE RESIDENCIA [Debe coincidir con el documento proporcionado como prueba de dirección residencial]

Address: / Dirección: \_\_\_\_\_

City: / Ciudad: \_\_\_\_\_ State/Province: / Estado/Provincia: \_\_\_\_\_

Postal Code: / Código Postal: \_\_\_\_\_ Country: / País: \_\_\_\_\_

Phone [Primary]: / Teléfono [Principal]: \_\_\_\_\_  Residence / Residencia  Business / Negocio  Mobile / Celular

Phone [Other]: / Teléfono [Otro]: \_\_\_\_\_  Residence / Residencia  Business / Negocio  Mobile / Celular

### BUSINESS ADDRESS: / DIRECCIÓN DE NEGOCIO

Address: / Dirección: \_\_\_\_\_

City: / Ciudad: \_\_\_\_\_ State/Province: / Estado/Provincia: \_\_\_\_\_

Postal Code: / Código Postal: \_\_\_\_\_ Country: / País: \_\_\_\_\_

Email: / Correo Electrónico: \_\_\_\_\_

Country of Citizenship: / País de Nacionalidad: \_\_\_\_\_

In what countries do you currently provide insurance producer services? / ¿En que países proporciona servicios de seguro como productor?

\_\_\_\_\_

Do you have producers in these countries? / ¿Tienes productores en estos países?  NO  YES / Sí *If Yes, how many? / Si es Sí, ¿cuantos?* \_\_\_\_\_

# PRODUCER REGISTRATION

## INSCRIPCIÓN DE PRODUCTOR



**LEGAL ENTITY DATA** *(If contract is to be issued in the name of a legal entity, complete this section)*  
/ **DATOS DE ENTIDAD LEGAL** *(Si el contrato debe emitirse a nombre de una entidad legal, por favor complete esta sección)*

Legal Entity Name: / Nombre de Entidad Legal: \_\_\_\_\_

U.S. or Foreign Tax ID Number (if applicable): / Número de ID fiscal de los EE.UU. ó del extranjero (si es aplicable): \_\_\_\_\_

Additional Corporate Officers (if applicable): / Funcionarios Adicionales (si es aplicable): \_\_\_\_\_

Name / Nombre	Title / Título
_____	_____
_____	_____
_____	_____

### MAILING ADDRESS / DIRECCIÓN DE ENVÍO

If you wish to have plan documents and marketing materials sent to a separate mailing address please complete the section below / Si desea que los documentos del plan o material de mercadeo sean enviados a una dirección distinta, por favor, complete la sección de abajo.

Address: / Dirección:  Residence / Residencia  Business / Negocio

Address: / Dirección: \_\_\_\_\_

City: / Ciudad: \_\_\_\_\_ State/Province: / Estado/Provincia: \_\_\_\_\_

Postal Code: / Código Postal: \_\_\_\_\_ Country: / País: \_\_\_\_\_

### INDIVIDUAL CERTIFICATION OF FOREIGN STATUS / CERTIFICACIÓN INDIVIDUAL DE ESTADO EXTRANJERO

I certify that I am an individual who is NOT a United States citizen or a resident of the United States and that I am NOT a United States corporation, partnership, estate, or trust. / Certifico que soy una persona que no es ciudadano de los EE.UU. ni residente de los EE.UU. y que no soy una corporación, sociedad, patrimonio o fideicomiso de los EE.UU.

I am a citizen or resident of the United States / Soy ciudadano o residente de los EE.UU.

\_\_\_\_\_

PRODUCER SIGNATURE / FIRMA DEL PRODUCTOR

\_\_\_\_\_

DATE [MM/DD/YYYY]  
FECHA [MM/DD/AAAA]

### AUTHORIZATION AND CERTIFICATION / AUTORIZACIÓN Y CERTIFICACIÓN

I hereby authorize the Company to provide any written disclosure, documents, information to me electronically. I understand that it is my responsibility to provide and maintain with the Company a current electronic and physical mailing address.

I hereby authorize any individual or entity to give the Company or its authorized representatives, any and all information with reference to my character, credit, business reputation, criminal records, and employment history, and I release said individual or company from any and all liability whatsoever that results, or might result, from the disclosure of my information. I hereby authorize the Company to disclose at its sole discretion my information to any of its service providers that have a need for such information. A photocopy of this Authorization and Certification shall be as effective as the original.

I certify that I have read through and checked the attached Producer Registration form, International Producer Contract, and supporting documentation, and it is complete.

Por la presente, autorizo a la Compañía a proporcionarme cualquier divulgación por escrito, documentos, información por correo electrónico. Entiendo que es mi responsabilidad de proporcionar y mantener con la Compañía una dirección postal electrónica y física actual.

Por la presente, autorizo a cualquier persona o entidad para que entregue a la Compañía o sus representantes autorizados, toda la información con referencia a mi carácter, crédito, reputación comercial, antecedentes penales e historial de empleo, y libero a dicha persona o compañía de cualquier toda responsabilidad que resulte, o pueda resultar, de la divulgación de mi información. Autorizo a la Compañía a divulgar en su la discreción exclusiva de mi información a cualquiera de sus proveedores de servicios que necesiten dicha información. Una fotocopia de esta Autorización y La certificación debe ser efectiva como el original.

Certifico que he leído y comprobado el formulario adjunto de Inscripción de Productor, el Contrato de Productor Internacional y documentación apoyo, y está completo.

PRODUCER SIGNATURE / FIRMA DEL PRODUCTOR

DATE [MM/DD/YYYY]  
FECHA [MM/DD/AAAA]

### RECRUITING PRODUCER'S STATEMENT / DECLARACIÓN DEL PRODUCTOR RECLUTANTE

I, the undersigned, do certify that I am personally familiar with the integrity and character of, that her/his reputation is good, and that she/he is trustworthy. To the best of my knowledge, all statements contained in the Producer Registration form are true and correct. This producer is qualified to act as a producer on behalf of her/his clients in their dealing with the Company.

Yo, el firmante, certifico que estoy personalmente familiarizado con la integridad y el carácter de, que la reputación de ella / él es buena, y que ella / él es confiable. Según mi leal saber y entender, todas las declaraciones contenidas en el formulario de registro de productor son cierto y correcto. Este productor está calificado para actuar como productor en nombre de sus clientes en el trato con la Compañía.

RECRUITER NAME / NOMBRE DEL RECLUTADOR

PRODUCER CODE  
CÓDIGO DE PRODUCTOR

RECRUITER SIGNATURE / FIRMA DEL RECLUTADOR

DATE [MM/DD/YYYY]  
FECHA [MM/DD/AAAA]

# INTERNATIONAL PRODUCER CONTRACT

This Contract, [hereinafter, "Contract"], effective the date executed by PA Health Distributors Ltd., is by and between PA Health Distributors Ltd., a British Virgin Islands Company, [hereinafter, "Company"], and \_\_\_\_\_, [hereinafter, "Producer"], located at: \_\_\_\_\_, [and together with Company, collectively, "Parties"].

## SCOPE

This document, the Producer Registration form, incorporated herein by reference and made a part hereof, and the Commission Schedule set out the complete terms and conditions, on which the Company will accept Business from the PRODUCER [the 'Terms'].

## TERMS & CONDITIONS

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are acknowledged by the Parties agree as follows:

### 1. PRODUCER'S RESPONSIBILITY AND APPOINTMENT

- 1.1 APPOINTMENT:** The Company hereby appoints PRODUCER, without exclusivity or territory, and PRODUCER herein accepts said appointment, as an independent contractor. PRODUCER's sole authority pursuant to this International Producer Contract shall be to offer and receive applications and payments for health plans for those lines of business, classes of risks, and limits of liability authorized by the Company, and to forward such applications and premium remittance forthwith to the Company. PRODUCER shall have no authority to offer premium discounts or to include administrative fees or surcharges unless authorized in writing by the Company. PRODUCER hereby agrees that all sales and/or solicitations of the Company's products will be on a direct basis, and further covenants and agrees not to present the health plans through other individuals, organizations, or groups who would resell the health plans, unless agreed to in writing and by amendment to this International Producer Contract.
- 1.2 LIABILITY FOR PAYMENTS COLLECTED:** For all health plans, the Company and/or the issuing insurance company will normally bill and collect payments on insurance health plans placed by PRODUCER. However, all payments that may be collected, received, or that otherwise come under the control of the PRODUCER, which belongs to the Company, policyholders, prospective policyholders, or applicants shall not be used for any personal or other purposes whatsoever, but shall be sent immediately over to the Company. The PRODUCER guarantees the payment to the Company of all payments intended for or owing to the Company, the policyholder, prospective policyholder, or applicants that are collected, received, or otherwise come into your control. PRODUCER shall be solely responsible for all international wire fees. The PRODUCER is not authorized to collect money or payments under his or her name on the Company's behalf.
- 1.3 DUTY TO NOTIFY OF CLAIMS:** PRODUCER agrees to notify the Company immediately in writing of notice of any claims, suits, or losses under the Company's health plans; and to cooperate in the investigation, adjustment, settlement, and payment of claims. PRODUCER agrees and represents that it shall not collect deductibles from the policyholder.
- 1.4 MINIMUM PRODUCTION:** PRODUCER agrees to meet minimum production target as per the Producer Commission Schedule. PRODUCER acknowledges that maintaining said set minimum is a material inducement for the Company to enter into this International Producer Contract. Failure of meeting minimum production target, could result in the termination of this Contract. PRODUCER agrees to abide by the contracting guidelines set forth by the Company for all of its health plans.
- 1.5 WARRANTIES & COVENANTS:** PRODUCER represents and warrants that it has and maintains any and all licenses necessary to solicit insurance business and receive commissions pursuant to this Contract under the laws of the jurisdictions in which PRODUCER solicits sales of the Company's products. PRODUCER will provide the Company with copies of PRODUCER's licenses at the inception of this International Producer Contract and at the renewal of each such license and from time to time as the Company may request. PRODUCER agrees to notify the Company immediately of any expiration, termination, suspension or other action by a Department of Insurance or other regulatory body or governmental agency affecting said license or appointment. PRODUCER shall cease to offer the Company's products

once its licenses are terminated by any governmental agency or regulatory agency or department. PRODUCER further agrees to notify the Company in writing immediately upon receiving notice of any misdemeanor or felony charges or any actions including, but not limited to, convictions by any governmental authority for commission of any act involving fraud, dishonesty, breach of trust, theft, and misappropriation of money or breach of any fiduciary duty. PRODUCER will ensure and hereby covenants that any activities relating to the solicitation and sale of the Company's health plans will comply with all applicable laws.

- 1.6 TERM:** This Contract is effective as of the date signed by the Company. Either party may terminate this Contract at any time with or without reason by providing the other party thirty (30) days written notice. Otherwise, this Contract, shall renew automatically until written termination is provided by either party.
- 1.7 ADVERTISING MATERIALS:** PRODUCER may not produce, use or distribute any marketing and/or advertising that uses or includes the Company's name or that describes, via trade name or otherwise, the Insurance Products, without the Company's prior, express, written approval. All advertising produced by the Company, or producer under the Company's direction or with our cooperation, is, and at all times shall remain, the Company's intellectual property. This Contract grants the Producer only a limited license to use such advertising. The PRODUCER may not change the format or content of any Advertising, whether produced by the Company or produced by a third party and approved by the Company, nor may the PRODUCER incorporate another company's marketing/advertising material(s) into or with it.
- 1.8 ANTI-MONEY LAUNDERING:** PRODUCER is required to follow the Company's policy and procedures with respect to compliance with all applicable Anti-Money Laundering laws. Additionally, any and all Anti-Money Laundering training must be completed in a timely manner. Should Producer fail to follow the Company's policy and procedures, or fail or refuse to go to training, then the Company may at its sole discretion, terminate this Agreement, refuse to take any further orders and cancel any and all policies submitted by the Producer and undertake any and all other actions.

## 2. COMPENSATION

- 2.1 COMMISSIONS:** The Company will pay commissions to the PRODUCER on issued business for which payment is received on the health plans in accordance with and subject to the Commission Schedule in effect. It is understood and agreed that no commission is to be paid on taxes or on health plans fees or unpaid payments. Commissions will only be paid on such business for which PRODUCER has been designated "Agent of Record" or "Broker of Record" by the policyholder. If a policyholder wishes to change his/her "Agent of Record" or "Broker of Record" he/she must send the request in writing to the Company. After a ten (10) day waiting period, during which the Company shall notify the original Producer, if the change is not rescinded then the change shall take effect on the first of the month following receipt by the Company unless another future date is designated in the letter. Commissions shall only be paid to the old PRODUCER for a period of two (2) years following a change in "Agent of Record" or "Broker of Record." Commissions shall be paid to the new PRODUCER so long as the policyholder is current with his/her payments. If there are no changes to the "Agent of Record" or "Broker of Record" that designee shall be paid commissions so long as the policyholder is current with his/her payments.
- 2.2 RATE:** Commissions will be based on the commission rate in effect on the date the policyholder is required to pay the premium. Commission rates may be changed by the Company.
- 2.3 REFUNDS:** If any premium is refunded to the policyholders, PRODUCER must pay the Company the commission originally paid to or credited to PRODUCER's account because of such premium. The rate of the commission refund shall be the same as the rate at which the commission was originally paid. Said refund shall be due within fifteen (15) days from the date the Company notifies PRODUCER of the need to refund. If the PRODUCER fails to make said refund payment, the Company may off set and mitigate its losses by deducting the refund amount from any Commission not paid. In the unlikely event that there is no pending commission to deduct from, and PRODUCER fails to make a refund, then the Company may terminate this International Producer Contract forthwith and may proceed to file suit against the PRODUCER.
- 2.4 SET OFF:** The Company may reduce the amount of commissions to the producers by any amount for which producer owes to the Company or which is uncollected due to expenses incurred by the Company.

**2.5 TAXES:** PRODUCER shall solely be responsible for all taxes, now or hereafter imposed by any government, federal, state and/or local governmental unit upon, the commissions, earnings made by entering into this Producer Contract.

### 3. NO BINDING AUTHORITY

The parties hereto understand and agree that in no event, nor under any circumstances whatsoever, shall this International Producer Contract ever be interpreted or construed to the effect that PRODUCER may bind the Company or any insurance company or underwriter represented by the Company.

### 4. RELATIONSHIP OF THE PARTIES

PRODUCER shall be an independent contractor of the Company, and nothing herein shall be construed as creating a relationship of employer-employee, partner, joint venture, officer or agent of the Company in any manner for any other purpose, other than as specifically provided in this Contract.

### 5. MUTUAL HOLD HARMLESS

PRODUCER shall indemnify and hold the Company and/or the issuing insurance companies harmless against any and all claims, liabilities, or costs including attorney's fees or expenses which the Company may become obligated to pay as a result of loss to the policyholders or third parties claiming by or through the policyholders caused directly or indirectly by any act of the PRODUCER in the solicitation or processing of any business placed by the PRODUCER with the Company.

The Company shall indemnify and hold PRODUCER harmless against any claims, liabilities, or costs including attorney's fees or expenses which the PRODUCER may become obligated to pay as a result of loss to the policyholders caused directly by gross negligence on the part of the Company in the solicitation or processing of any business placed by the Company with the PRODUCER.

This Article, shall survive the Termination of this International Producer Contract by a matter of four years from the date of Termination.

### 6. TERMINATION OF THIS CONTRACT

**6.1 WITHOUT CAUSE:** This International Producer Contract may be terminated by PRODUCER or the Company without cause, at any time by giving thirty (30) days written notice to the other, provided however, that termination without cause shall not affect any accrued but unpaid liability for premium, commission or any right to indemnification. Termination without cause shall in no event affect the respective rights or liabilities of either party accruing up to the date of termination.

**6.2 TERMINATION WITH CAUSE:** The Company may terminate this International Producer Contract immediately upon written notice to PRODUCER at any time upon material default or substantive breach by PRODUCER of one or more of its obligations under this Contract (including any amendments), or PRODUCER's commission of fraud, dishonesty, breach of trust, theft, misappropriation of money, failure to attend or comply with anti-money laundering training and procedures, or breach of any fiduciary duty or loss of its license, suspension of its license, or a cease and desist order from any regulatory authority in its territory. PRODUCER's failure to comply with any provision of this International Producer Contract shall be material if the Company determines that such failure affects PRODUCER's ability to perform under this International Producer Contract. Termination for cause shall not be the Company's exclusive remedy, but shall be cumulative with all other remedies available at law or in equity. A failure to terminate this International Producer Contract for cause shall not be a waiver of the right to do so with respect to any past, current or future default. The PRODUCER will forfeit any compensation payable to the PRODUCER after the date of the Company's decision to terminate this Contract. The Company may terminate this Contract for cause as of the date the Company specifies in the event of (a) the PRODUCER committing a criminal, fraudulent or dishonest act, (b) the PRODUCER failing to disclose to the Company any material change of information from that listed on any Insurance product application obtained by the PRODUCER, or any other material change in risk or hazard the Company initially assumed, within ten

(10) calendar days after that material change is disclosed, or otherwise becomes known by the PRODUCER, (c) or the PRODUCER's breach of any provision of this contract.

- 6.3 This International Producer Contract will automatically terminate upon the death of the PRODUCER, if PRODUCER is an individual, upon his/her declaration of bankruptcy, insolvency, individual voluntary arrangement, or upon the dissolution of the corporation or partnership, if PRODUCER is a corporation or partnership or if the corporation or partnership files for bankruptcy, insolvency, or does an assignment for the benefit of creditors or a receiver is placed, and or if it sells substantially all of its assets.
- 6.4 All commission payments to PRODUCER under this International Producer Contract shall cease upon termination of this Contract for cause.

## 7. JURISDICTION/VENUE

This International Producer Contract shall be construed under and in accordance with the laws of the British Virgin Islands. Venue shall be in Tortola, British Virgin Islands, WI.

## 8. SETTLEMENT OF DISPUTES

PRODUCER shall cooperate fully with the Company in any investigation or proceeding of any regulatory or governmental body, or court of competent jurisdiction, including, where required by law, if it is determined by the Company that the investigation or proceeding affects matters covered by, related to, or arising out of this Contract.

PRODUCER shall defend any act or alleged act of PRODUCER or its employees at its own expense. PRODUCER shall reimburse the Company for all costs, expenses or legal fees that the Company incurs for the defense of any administrative action in which the Company or PRODUCER is named and which is determined by a court of competent jurisdiction or by an appointed arbitrator to be the consequence of any unauthorized act of PRODUCER.

## 9. DISPUTE RESOLUTION

In all cases where your claim to producer commission is disputed for any reason, the Company shall have the right to decide and settle the dispute, and the Company's decision should be binding, conclusive, and final. Any controversy or claim arising out of or relating to this Contract or the breach, shall be determined by arbitration administered by the International Centre for Dispute Resolution, (hereinafter, "ICDR"), in accordance with the British Virgin Islands Arbitration Act and the ICDR's International Arbitration Rules, as the exclusive means of resolution.

- 9.1 All arbitration hearings shall take place in British Virgin Islands. The language of the arbitration proceedings, awards, decisions and statements shall be in English.
- 9.2 The parties shall notify each other of their intent to submit their dispute to arbitration within ten (10) days from the date either one becomes aware of a breach or threatened breach. The number of arbitrators shall be one. The parties shall attempt to pick a neutral arbitrator from the ICDR list. If they are unable to do so, then the ICDR shall do so after receiving notice of the failure of the parties to agree on the appointment of a neutral.
- 9.3 While pending with the ICDR, the parties may seek to mediate their dispute with a neutral mediator of their choice.
- 9.4 Any arbitration award issued by the Panel may be entered by any court in the BVI having jurisdiction over the amount awarded.
- 9.5 **WAIVER OF JURY TRIAL:** Both Parties to this Contract agree that the underlying transactions contemplated between them are complex and not appropriate for determination by a jury. Therefore, both Parties herein WAIVE THEIR RIGHT TO A JURY TRIAL and they both acknowledge that said waiver is a material inducement to the other into entering this Contract.

**9.6** Any arbitration award issued by the panel may be entered by any court in the British Virgin Islands with BVI having jurisdiction over the amount awarded. Neither party shall be liable to the other for any incidental, consequential, special or punitive damages arising out of this Contract, whether on account of breach, tort or other cause. This limitation shall not limit either party's obligation to perform any provision of this Contract.

## 10. OTHER TERMS

The Company and PRODUCER shall comply with all applicable laws (including federal health care laws) and regulations applicable to their businesses, their licenses and the transactions into which they enter.

PRODUCER agrees that in performing under this International Producer Contract PRODUCER is acting in a fiduciary capacity to the Company. PRODUCER shall act in the best interest of the Company. PRODUCER shall not permit other interests, activities or responsibilities to interfere with PRODUCER's faithful performance under this Contract.

Any notice required from the Company under this International Producer Contract shall be deemed given on the day such notice is sent via International Courier addressed to PRODUCER at the address of the PRODUCER appearing on the records of the Company. Any notice required from PRODUCER shall be deemed given on the day after such notice is sent via International Courier or delivery to the Company.

**10.1 NOT LIABLE FOR CONSEQUENTIAL DAMAGES:** The Company's liability, if any, for damages to PRODUCER for any cause whatsoever arising out of or related to this International Producer Contract, and regardless of the form of the action, shall be limited to PRODUCER's actual damages. The Company shall not be liable for any indirect, incidental, punitive, exemplary, lost profits, special or consequential damages of any kind whatsoever sustained as a result of a breach of this International Producer Contract or any action, inaction or alleged tortious conduct or delay by the PRODUCER.

**10.2 ENTIRE CONTRACT:** Except for compensation and minimum production standards, this International Producer Contract may not be changed or modified except in writing and signed by the parties hereto. This International Producer Contract shall not become effective until accepted by the Company and the parties agree that this International Producer Contract contains all of the contractual Contracts existing between them relative to the brokerage relationship, and all other written or oral Contracts are deemed to be merged herein. The waiver by the Company of any breach of any provision of this International Producer Contract shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or a different provision of this Contract.

**10.3 SEVERABILITY:** In case any one or more of the provisions contained in this International Producer Contract shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this International Producer Contract, and this International Producer Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. If moreover, any one or more of the provisions contained in this International Producer Contract shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall then appear.

**10.4 ASSIGNMENT:** The Company, may assign or delegate this Contract to an affiliated company, successor, or subsidiary. However, PRODUCER shall not be able to assign this Contract or in any manner attempt to extend to any third party any right or obligation under this Contract without prior written approval of the Company, which consent may be withheld. Any assignment without the Company's prior written consent shall be void ab initio. This Contract shall be binding on the Parties' successors and assigns.

**10.5 ATTORNEYS FEES:** The prevailing party that brings any action to enforce, interpret or construe this International Producer Contract shall be entitled to recoup its costs, attorney's fees from all stages of the dispute up to and including any and all appellate costs.

**10.6 COUNTERPARTS:** This Contract may be fully executed in any number of separate counterparts by each of the parties hereto, all such counterparts together constituting but one and the same instrument and may be exchanged by



telecopy transmission, provided executed originals are forwarded by mail or courier to the respective parties. Any executed signature page to this Contract may be transmitted by facsimile or other electronic transmission to the other Party, which shall constitute an original signature for all purposes. Additionally, for purposes of this Contract, the Contract is “signed” or “executed” if it includes a symbol or action that is adopted or performed by the signer with the present intent to authenticate, manifest acceptance of or assent to the Contract (hereinafter, “E-Signature”). If an E-signature is affixed below through the use of an e-signature application, it shall be deemed to be an original signature as if handwritten below and no certification authority or other third party verification is necessary to validate the E-Signature of any party or any agreement between the parties resulting from an E-Signature.

- 10.7 HEADINGS:** The headings of the clauses in this International Producer Contract are for the purpose of easy reference only and shall not be construed as forming part of this International Producer Contract.
- 10.8 LEGAL REPRESENTATION:** Both parties acknowledge that they have or have had the right to have an attorney, solicitor or other licensed legal counselor review and advise them on this International Producer Contract prior to executing it and that neither party has been under any influence, duress or coercion to execute this International Producer Contract and that both parties are under sound legal mind to freely enter into same.
- 10.9 TERRITORY:** The Company reserves the right to discontinue accepting applications from all or any portion of any territory at the Company’s discretion without liability to the PRODUCER.
- 10.10 RESERVATIONS:** The Company reserves the following rights at the Company’s discretion without any liability to the PRODUCER:
- a) to change producer fees on any health plan form or rider.
  - b) to withdraw any health plan forms
  - c) to modify or amend any benefit contract or health plan
  - d) to determine all terms, conditions and limitations, including the effective date of any benefit contract or health plan
  - e) to modify or change the terms and conditions pursuant to which any Company’s product is authorized to be sold
  - f) to change premium rates
  - g) to reject applications for insurance without specifying cause,
  - h) to adopt rules and practices from time to time relating to any matter not otherwise covered in this Contract, and
  - i) to withdraw from doing business in any territory or area.
- 10.11 MISCELLANEOUS:** All agreements between the PRODUCER and the Company are contained in this Contract, and no modification of this Contract shall be binding on either party unless made in writing and signed by the Company. The Company and the PRODUCER each represent and warrant that the person signing this Contract has the authority to do so and is acting within the scope of his or her authority. EXECUTED as of the date signed by the Company below.
- 10.12 OECD/UN anti-corruption.** PRODUCER warrants that he/she, its officers, employees, are in compliance with all laws and regulations on anti-corruption, including, local laws, international treaties and conventions such as the OECD’s Convention to Combat Bribery of Foreign Public Servants in International Business Transactions [OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions] and the Convention against Corruption the United Nations [UN Convention Against Corruption].
- 10.13 EU’s General Data Protection Regulation, [“GDPR”].** PRODUCER herein warrants that he/she, it is in compliance with the GDPR and that same may be applicable to the Parties as some of the insureds may be from the European Union or citizens thereof.

# INTERNATIONAL PRODUCER CONTRACT



## PRODUCER INFORMATION

Acknowledged, accepted, agreed to:

Producer Full Name (Last, First, MI): \_\_\_\_\_

Effective Date: \_\_\_\_\_

SIGNATURE	
<input type="text"/>	<input type="text"/>
PRODUCER'S SIGNATURE	EFFECTIVE DATE [MM/DD/YYYY]

## MGA/GA INFORMATION *(if applicable)*

MGA/GA Full Name (Last, First, MI): \_\_\_\_\_

Effective Date: \_\_\_\_\_

SIGNATURE	
<input type="text"/>	<input type="text"/>
MGA'S SIGNATURE	DATE [MM/DD/YYYY]

## COMPANY OFFICER INFORMATION

Officer Full Name (Last, First, MI): \_\_\_\_\_

Effective Date: \_\_\_\_\_

SIGNATURE	
<input type="text"/>	<input type="text"/>
OFFICER'S SIGNATURE	DATE [MM/DD/YYYY]

# CÓDIGO DE CONDUCTA PARA LOS PRODUCTORES

PA Health Distributors Ltd. espera que las agencias y los productores contratados cumplan con el siguiente código de conducta:

- Comportarse de una manera ética y profesional. Integridad sobre todo.
- Esforzarse por mejorar su conocimiento y habilidades a través de una capacitación continua.
- Establecer las necesidades del cliente sobre cualquier otra consideración.
- Asegurarse que todas las primas cobradas sean enviadas a la Compañía lo antes posible.
- Solo reclutar productores que no estén bajo contrato y que tampoco se encuentren en el proceso de negociación otra agencia activa con la Compañía.
- Solo reclutar productores que tengan una buena reputación y conocidos por la agencia reclutadora.
- Nunca reclutar productores hacia otras compañías durante eventos de la Compañía,
- Nunca interferir con los clientes de otro productor.
- Usar brochures y herramientas de ventas dentro de las normas aprobadas por la compañía.
- Detallar bien los beneficios de los productos y nunca dar una interpretación incorrecta de los beneficios de nuestros productos.
- Verificar bien los datos de cada cliente antes de someter un nuevo negocio.
- Completar las solicitudes de seguro con todos los detalles que pudieran afectar la aprobación de esa solicitud.
- No participará en ninguna actividad ilegal que pueda implicar negativamente al productor y / o a la Compañía.

<input type="text"/>	<input type="text"/>
CÓDIGO DE PRODUCTOR <small>[SI ES UN PRODUCTOR NUEVO, DEJAR EN BLANCO]</small>	NOMBRE DEL PRODUCTOR
<input type="text"/>	<input type="text"/>
FIRMA DEL CONSULTOR	FECHA

# PRODUCER'S CERTIFICATION OF ONBOARDING TRAINING



CERTIFICACIÓN DEL PRODUCTOR DE LA FORMACIÓN DE INTEGRACIÓN

I certify that I have completed the Onboarding Producer Training provided to me by \_\_\_\_\_ [Recommended Producer/Agency],  
\_\_\_\_\_ [Producer Code] on \_\_\_\_\_ [Date].

I know and fully understand my responsibilities as an international producer of PA Health Distributors Ltd. and will fully comply with the requirements of the Company.

Certifico que he completado la Capacitación de Productores de Integración que me proporcionó \_\_\_\_\_ [Productor /  
Agencia Recomendada], \_\_\_\_\_ [Código de Productor] el \_\_\_\_\_ [Fecha].

Sé y entiendo completamente mis responsabilidades como productor internacional de PA Health Distributors Ltd. y cumpliré plenamente con los requisitos de la Compañía.

## PRODUCER / PRODUCTOR

NAME / NOMBRE

PRODUCER CODE  
CÓDIGO DEL PRODUCTOR

SIGNATURE / FIRMA

DATE [MM/DD/YYYY]  
FECHA [MM/DD/AAAA]

## TRAINING CONDUCTED BY / ENTRENAMIENTO REALIZADO POR

RECOMMENDED PRODUCER/AGENCY NAME  
NOMBRE DEL PRODUCTOR / AGENCIA RECOMENDADO

PRODUCER CODE  
CÓDIGO DEL PRODUCTOR

RECOMMEND PRODUCER/AGENCY SIGNATURE  
RECOMENDAR FIRMA DEL PRODUCTOR / AGENCIA

DATE [MM/DD/YYYY]  
FECHA [MM/DD/AAAA]

# PRODUCER COMMISSION SCHEDULE FOR INTERNATIONAL HEALTH

## PLAN DE COMISIONES PARA PRODUCTORES DE SALUD INTERNACIONAL



### COMMISSION SCHEDULE / PLAN DE COMISIONES

Attached to and part of the International Producer Contract between PA Health Distributors Ltd. and: / Anexo como parte del acuerdo entre PA Health Distributors Ltd. y:

Name of producer (Last, First, MI): / Nombre del Productor (Primer Nombre, Apellidos, Inicial):

Company: / Compañía:

MINIMUM PRODUCTION REQUIREMENT [ANNUALIZED]: US\$  
MÍNIMO DE PRODUCCIÓN REQUERIDO [ANUALIZADO]:

PRODUCT / PRODUCTO	FIRST YEAR / PRIMER AÑO	RENEWALS / RENOVACIONES
Global Health	%	%
Premier Disability Plus	%	%
PA Group Travel	%	%
Expatriate Health Life Insurance and AD&D Rider Travel Assistance Rider	%	%

### SIGNATURE / FIRMA

This schedule replaces all previous commission schedules and will apply to all new business issued after the effective date shown. Compensation paid to any sub-producer on new business issued while the Producer has this commission schedule will reduce the Producer's commission by the same amount. This commission schedule shall remain in force, conditionally upon the attainment of the above production requirements by the Producer and sub-producers. Furthermore, the Producer shall make every effort to ensure that the persistency standards of the Company are attained.

Este plan reemplaza todos los planes anteriores de comisiones, y afectará a todo negocio nuevo presentado después de la fecha de efectividad indicada. La compensación pagada a cualquier subproductor por negocios nuevos presentados mientras el Productor está bajo este plan de comisiones reducirá la comisión del Productor por la misma cantidad. Este plan de comisiones deberá seguir vigente, según y conforme se alcancen los requerimientos de producción descritos anteriormente por el Productor y el subproductor. Así mismo, el Productor deberá hacer todos los esfuerzos necesarios para asegurarse que se cumplen los estándares de persistencia de la compañía.

<input type="text"/>	<input type="text"/>	<input type="text"/>
PRODUCER NAME / NOMBRE DEL PRODUCTOR	PRODUCER SIGNATURE / FIRMA DEL PRODUCTOR	DATE [MM/DD/YYYY] FECHA [MM/DD/AAAA]
<input type="text"/>	<input type="text"/>	<input type="text"/>
MGA/GA	MGA/GA SIGNATURE / FIRMA DEL MGA/GA	DATE [MM/DD/YYYY] FECHA [MM/DD/AAAA]

### OFFICIAL USE ONLY / SOLO PARA USO OFICIAL



In witness whereof, PA Health Distributors Ltd. has executed this Commission Schedule as an attachment to the International Producer Contract. The above Commission Percentages submitted with the International Producer Contract are correct and accurate. / En fe como constancia que PA Health Distributors Ltd. ha ejecutado este Plan de Comisiones como anexo del Acuerdo del Productor Internacional. Los porcentajes anteriores de comisiones presentados con el Acuerdo del Productor Internacional son correctos y exactos.

<input type="text"/>	<input type="text"/>
PRODUCER CODE / CÓDIGO DEL PRODUCTOR	EFFECTIVE DATE [MM/DD/YYYY] FECHA EFECTIVA [MM/DD/AAAA]
<input type="text"/>	<input type="text"/>
NAME / NOMBRE	SIGNATURE / FIRMA

# PRODUCER BANK DEPOSIT

## DEPOSITO BANCARIO PARA EL PRODUCTOR



Please include a copy of a voided check from the bank account by clicking on  in the Attachments pane. / Por favor incluya una copia de un cheque anulado de la cuenta bancaria a través del botón  en el panel de Attachments.

### PRODUCER INFORMATION / INFORMACIÓN DEL PRODUCTOR

1. Producer Name (Last, First, MI): / Nombre del Productor (Apellido, Nombre, Inicial): \_\_\_\_\_
2. Producer Code: / Código del Productor: \_\_\_\_\_

### BANK INFORMATION / INFORMACIÓN DEL BANCO

3. Name of Account Holder (As it appears on the bank records): / Nombre del titular de la cuenta (como aparece en el registro del banco):  
\_\_\_\_\_
4. Bank Name and Address: / Nombre y dirección del banco:

5. SWIFT Code or ABA Number (for ACH/EFT payments): / Código de SWIFT o número de ABA (para pagos por ACH/EFT): \_\_\_\_\_
6. Account Number: / Número de cuenta: \_\_\_\_\_

### INTERMEDIARY BANK *[if applicable only]* / BANCO INTERMEDIARIO *[sólo si es relevante]*

7. Name of Account Holder (As it appears on the bank records): / Nombre del titular de la cuenta (como aparece en el registro del Banco):  
\_\_\_\_\_
8. Intermediary Bank Address: / Dirección completa del banco intermediario:

9. SWIFT Code or ABA Number (for ACH/EFT payments): / Código de SWIFT o número de ABA (para pagos por ACH/EFT): \_\_\_\_\_
10. Account Number: / Número de cuenta: \_\_\_\_\_

11. Any other information for more bank credit: / Cualquier información adicional para crédito bancario:

### SIGNATURE / FIRMA

I understand that my commissions will be deposited at the aforementioned Bank Account. / Entiendo que mi comisión será depositada en la cuenta del Banco mencionado.

PRODUCER SIGNATURE / FIRMA DEL PRODUCTOR

EFFECTIVE DATE (MM/DD/YYYY)  
FECHA EFECTIVA (MM/DD/AAAA)

# ASSIGNMENT OF COMMISSIONS

## ASSIGNMENT

I, \_\_\_\_\_ [Assignor], for valuable consideration which I acknowledge to be sufficient, hereby assign and transfer to \_\_\_\_\_ [Assignee], any and all first year and renewal commissions, override, bonuses, and allowances now due me or hereafter to become due under the terms and provisions of the International Producer Contract entered into between me and PA Health Distributors Ltd. (Hereinafter "Company") dated \_\_\_\_\_ and all supplements and amendments, if any, for producer code \_\_\_\_\_.

Assignor hereby covenants, represents and agrees that Assignor is the absolute and sole owner of said commissions, free from assignment or encumbrances of any kind of character whatsoever, including bankruptcy proceedings (by whatever name called) for the benefit of creditors, wage garnishment, child support maintenance, etc., and Assignor has the sole legal right, title and lawful authority to so assign the same without any encumbrances whatsoever. Assignor warrants and covenants that said assignment is not done with the intent to hinder any taxing authority or hinder the provenance of funds.

Assignor authorizes and empowers the Company to pay to Assignee all commissions as directed above. Assignor acknowledges and agrees that payment of said commission to the Assignee shall discharge the Company and its affiliates from all liability to the Assignor for the payment of such commissions to the same extent as if payment had been made directly to the Assignor. Assignor acknowledges that any payment made to Assignee is full and complete discharge of the Company's obligation to the extent of any payment(s) so made. The Assignor hereby waives any and all rights to claim from the Company any amounts paid by the Company to Assignee under the terms hereof. Assignor acknowledges that its sole recourse is to the Assignee.

## FURTHER, ASSIGNOR AND ASSIGNEE ACKNOWLEDGE AND AGREE THAT:

1. This Assignment is subject to and does not affect any terms or conditions of the International Producer Contract indicated above, any agreement between Assignor and the Company, or any other rights of the Company, to deduct, offset and withhold from said commissions due the Assignor or Assignee any and all present or future claims of the Company, including any indebtedness now due or which may become from Assignee, and is also subject to any prior assignment of interest in the commissions herein assigned;
2. This Assignment is the result of an arm's length agreement between Assignor and Assignee for which Assignee has paid Assignor good and valuable consideration;
3. This Assignment is subject to all applicable laws regarding the assignment of commissions by insurance consultants and/or producers (by whatever name called). Assignor and Assignee agree that the Company shall not be bound by this Assignment in any instance in which it believes the applicable law prohibits it from paying the Assignee as directed Assignment in any instance in which it believes the applicable law prohibits it from paying the Assignee as directed herein;
4. This Assignment does not apply to commissions or compensation from sales and serving of variable insurance products or other securities;
5. The parties consent that venue for any dispute that arises from this Assignment shall be in the British Virgin Islands and this Assignment shall be governed by the laws of the British Virgin Islands.
6. Assignor and Assignee shall at all times defend, indemnify and hold harmless the Company, affiliates and its officers, agents and employees from any and all suits, actions, losses, damages, claims, expenses (including, but not limited to the Company's legal expenses) and liability of any character, type or description which may arise by virtue of the execution or performance of this Assignment.
7. This Assignment can only be revoked, changed or modified after first receiving written approval of the revocation or modification by both Assignor and Assignee;

# ASSIGNMENT OF COMMISSIONS

8. The Assignee shall be responsible for all taxes, due and owing respect to any commissions paid by the Company hereunder, and that the Company shall not be responsible for any tax consequences of this Assignment;
9. This Assignment shall be binding upon, and inure to the benefit of Assignor and Assignee, and their respective heirs, administrators, successors and assigns; and
10. Regardless of the date this Assignment is executed, Assignor and Assignee further understand and agree that this Assignment is not effective until acknowledged and accepted in writing by the Company below.
11. In the event of a conflict between this Assignment and the International Producer Contract, the International Producer Contract shall control.
12. Assignor warrants that it shall remain fully liable for any chargeback on Commissions regardless of this Assignment.

## EXECUTION OF ASSIGNMENT

1. The parties have executed this Assignment this day of \_\_\_\_\_, 20\_\_\_\_.

*NOTE: For Producers who reside in the United States [if applicable], earnings on commissions will be reported to the Internal Revenue Service for the party [Assignor] who signed the International Producer Contract on which commissions are being paid. A notation will be made on the 1099 form indicating that commissions were assigned.*

## ASSIGNOR

1. Signature: \_\_\_\_\_
2. Name: \_\_\_\_\_
3. Title: \_\_\_\_\_
4. Producer Code: \_\_\_\_\_

## ASSIGNEE

1. Signature: \_\_\_\_\_
2. Name: \_\_\_\_\_
3. Title: \_\_\_\_\_
4. Producer Code: \_\_\_\_\_

## COMPANY ACKNOWLEDGMENT & EFFECTIVE DATE

Acknowledges receipt of, and consents to the foregoing Assignment, and will strictly honor the same at the Assignor's direction. However, the Company assumes no liability whatsoever, nor responsibility for validity, sufficiency or legal effect thereof. This Assignment is effective on the date signed below by an authorized representative of the Company.

1. Authorized Officer Signature: \_\_\_\_\_
2. Date [MM/DD/YYYY]: \_\_\_\_\_
3. Name: \_\_\_\_\_
4. Title: \_\_\_\_\_

The Company Acknowledges receipt of this Assignment of Commissions, but does not assume responsibility for the validity or legality thereof.



**ANEXAR:**

Formulario de declaración de impuestos W8 o W9 (Tax Forms) según el caso.

Copia de documento de identificación o pasaporte.

Copia de Factura de servicio público vigente a nombre del productor, o copia del RIF.

Copia del estado de cuenta o cheque nulo.

**NOTA:**

Esta solicitud de código debe venir acompañada de un Formulario de Aplicación de Nuevo Negocio en formato PDF.

Si el agente no tiene un nuevo negocio no se le creará el código.