

National Insurance Benefit Coordinators, Inc.

Appointment Instructions for *AR Blue Cross & Blue Shield*

Please complete the following:

1. _____ **Producer Appointment Page:** Complete all required information.
2. _____ **Background Information:** Answer each question by marking the appropriate box. If you answer yes to any question please provide an explanation.
3. _____ **Acknowledgement Schedule:** Complete and sign.
4. _____ **NIBC Direct Deposit:** Complete and return with voided check.
5. _____ **State License:** Please provide a copy of your AR state licenses.
6. _____ **W-9:** Complete and sign W-9.
7. _____ **Commission Schedule:** Please sign and date all 4 pages of commission schedule.
8. _____ **E&O:** Blue Cross *requires* all agents to carry E&O coverage. Please provide a copy of your E&O Certificate.
9. _____ **CMS or AHIP:** Please provide a copy of your CMS or AHIP certification if appointing to sell Medicare Products.

Once all information has been completed you can fax the attached information to 501-372-2221 or e-mail to kristin@nibconline.com .

If you have any questions please call us at 501-372-4800.

National Insurance Benefit Coordinators, Inc.

112 Smart House Way
North Little Rock, AR 72114
(501) 372-4800 phone
(501) 372-2221 fax

PRODUCER APPOINTMENT INFORMATION

Full Name: Please Print All Information

Last	First	Middle

SSN: Required	DOB: Required	Producer NPN:

Agency Information

Bus. Name: National Insurance Benefit Coordinators, Inc				
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Tax ID: On File		Agency License: On File		
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(Only Required for Agency Appointment)		(Only Required for Agency Appointment)		
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On File	On File	On File	On File	On File
Agency Physical Address	City	State	Zip	County

Agent Mailing Address	City	State	Zip
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Bus Phone:	Bus Fax:
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Cell/Other:	E-mail:
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Producer Background Information

Name you prefer to use:

For all questions answered YES, give details on a separate sheet of a paper.

Describe the type and nature of any offense, as well as date/s and place of conviction or plea and disposition.

1. Have you ever been refused an insurance license, had a license suspended, or revoked?	YES <input type="checkbox"/> NO <input type="checkbox"/>
2. Have you ever been formally disciplined by any insurance department, state agency, government agency or other authority?	YES <input type="checkbox"/> NO <input type="checkbox"/>
3. Have you ever been charged in any capacity with fraud, financial irregularities, or misconduct by any insurer, financial institution, or others?	YES <input type="checkbox"/> NO <input type="checkbox"/>
4. Have you ever been discharged from employment for cause or for any of reasons stated in question #3?	YES <input type="checkbox"/> NO <input type="checkbox"/>
5. Other than traffic infractions or "youthful offender" adjudication, have you ever been convicted of a crime?	YES <input type="checkbox"/> NO <input type="checkbox"/>

CREDIT/INVESTIGATIVE REPORT NOTICE AND RELEASE FORM

As part of the application procedure, the Company may have an investigative consumer report prepared. The investigative report may consist of employment history, public records or other information, such as current status of Account. Upon my written request to the home office of the Company, the Company will provide me with additional detailed information as to the nature and the scope of this investigation. Should a report have an adverse effect on my application, the Company will notify me in writing and identify the name and address of the reporting agency that prepared the report.

I hereby authorize the Company to conduct all such inquiries and obtain these investigative reports. I authorize all persons, firms and entities having information about me to give the Company all information that it requests. I release from liability all persons, firms or entities supplying such information to the Company, and I agree to hold the Company harmless from and indemnify it from any liability which it may incur as a result of conducting any of the inquiries contemplated herein. The Company may provide to its affiliate companies all information it receives during its investigation. The Company may provide to its affiliate companies or third parties, including agencies that assume my debit balance, any financial, business, legal or tax information regarding me that is not part of the investigative report that it receives from third parties or its affiliate companies. I authorize the Company to provide information concerning any past-due debts owed the company to the credit reporting services to which it subscribes. These authorizations shall remain in effect for two (2) years after the date I sign this application.

I certify that I have reviewed this application and that my answers are true. I acknowledge that this application will form a part of my agent's contract with the Company. Further, I understand that if any information is incorrect or incomplete, it will be grounds at the sole discretion of the Company for rejecting this application or for termination of my contract.

Under Penalties of Perjury, I certify that the Social Security Number (or Taxpayer Identification Number) shown on this form is my correct taxpayer number.

Signature of Applicant: _____

Date: _____

CORPORATE AGENT
ACKNOWLEDGEMENT SCHEDULE & AGREEMENT

I, whose signature appears below, a director, officer, employee or agent of "**National Insurance Benefit Coordinators, Inc**" hereafter referred to as "Corporate Agent" which has entered into an Agent's Agreement, hereafter referred to as "the Agent's Agreement," with Company will represent Company on behalf of Corporate Agent in soliciting application(s) and servicing policyholder(s). In consideration of this representation, I acknowledge and agree as follows:

1. I have read the Agent's Agreement, understand its provisions, and agree that I, as an individual and as a representative of Corporate Agent, am obligated to abide by its terms, including, but not limited to, the Duties of Agent set out in Section 2.0 of the Agent's Agreement.
2. I understand and agree that the commissions payable under the Agent's Agreement as a result of my efforts in soliciting application(s) shall be paid to and become the property of Corporate Agent.
3. I understand and agree that Company may terminate my representation at any time, with or without the approval of Corporate Agent.
4. I understand that I am not authorized to represent Company until the later of the Effective Date of the Agent's Agreement or the date I execute this Schedule.

IN WITNESS WHEREOF, on this _____ day of _____, 20___, I hereunto set my signature:

[Signature]

[Type name of individual]

[Type address and telephone number of individual]

AGENT'S AGREEMENT

This Agent's Agreement ("**Agreement**"), made and entered into the ____ day of _____, _____, by and between **National Insurance Benefit Coordinators, Inc.** (hereinafter "**NIBC**") and _____ (hereinafter "**Agent**").

W I T N E S S E T H:

WHEREAS, NIBC desires to retain Agent as an independent contractor to perform certain services, and Agent desires to perform such services on behalf of NIBC on the terms and conditions stated herein.

NOW, THEREFORE, for and in consideration of the premises and covenants herein contained, the parties agree as follows:

1. Appointment. NIBC hereby appoints Agent as NIBC's nonexclusive representative for the solicitation and sale of insurance products offered through NIBC by the following insurance carrier(s): AR Blue Cross Blue Shield (hereinafter referred to as the "**Insurance Carrier(s)**"). Agent hereby accepts such appointment.

2. Duties of Agent. Agent shall: (i) solicit and sell insurance products offered through NIBC by the Insurance Carrier(s); (ii) abide by the procedures, policies, instructions, rules and regulations of NIBC and/or the Insurance Carrier(s), as may be communicated to Agent from time to time; (iii) receive and transmit applications and contracts of insurance as directed by the Insurance Carrier(s) and/or NIBC; (iv) observe and practice sound underwriting principles and abide by the underwriting guidelines that are from time to time adopted by NIBC and/or the Insurance Carrier(s); (v) hold and maintain in good standing, at Agent's expense, any licenses, certifications and registrations required to perform Agent's duties under this Agreement in each state wherein Agent is appointed to sell, and immediately notify NIBC of any expiration, termination, suspension or other action by a regulatory authority affecting such licenses, certifications and registrations; (vi) advise NIBC of all insurance companies which he is appointed to represent or becomes appointed to represent; and, (vii) on request, furnish NIBC copies of, and allow NIBC or its duly constituted representative at any time to inspect, any and all records pertaining to business solicited or insurance products sold by Agent for NIBC.

3. Termination. Either party may terminate this Agreement, with or without cause, by giving written notice to the other party. This Agreement will terminate automatically upon the Agent's death or disability. For purposes of this Agreement, "**disability**" means Agent's inability to substantially perform his duties hereunder due to Agent's illness, sickness or medical condition for ninety (90) consecutive days, in the opinion of NIBC.

4. Commissions. Subject to any supplemental agreements, amendments, schedules, and/or exhibits attached hereto, Agent's sole compensation under this Agreement shall be a commission equal to eighty percent (80%) of the commissions actually received by NIBC during the term of this Agreement from the Insurance Carrier(s) attributable to insurance contracts sold through NIBC that were procured by Agent. Provided, however, Agent's commissions attributable to insurance contracts procured by Agent for a particular Insurance Carrier, as provided in this **Paragraph 4**, shall immediately terminate and revert to NIBC upon Agent, for himself or his agency, entering into a contract or agreement, written or verbal, with such Insurance Carrier (or becoming a representative thereof) for the solicitation or sale of insurance products or any business which is in any manner competitive with NIBC. As used herein,

Agent: _____

NIBC: _____

“procured” means insurance contracts placed through NIBC that directly result from applications that were obtained by Agent and renewals from such insurance contracts.

5. Post Termination Commissions. If Agent is in good standing with NIBC at the effective date of the termination of this Agreement, and so long as Agent remains properly licensed and certified as directed by the Centers for Medicare and Medicaid Services (CMS) and the Insurance Carrier(s), NIBC will allow the commission provided in **Paragraph 4** above on the commissions actually received by NIBC to continue to be paid to Agent, if living, otherwise to the person(s) designated by Agent to receive such commissions in a valid and probated Will, otherwise to Agent’s estate, for a period equal to the number of months Agent has been continuously appointed by NIBC and producing business hereunder. Provided, however, Agent’s rights to all commissions shall be forfeited and revert to NIBC if, for himself, his agency, or on behalf of another, Agent does any of the following: (i) replaces any policy issued by an Insurance Carrier or any insurance company with whom NIBC is affiliated, or induces or attempts to induce any policyholder who obtained an insurance policy from or through Agent or an agent appointed by NIBC, to change the agent/broker of record on, cancel, lapse or fail to renew any policy sold by Agent or an agent appointed by NIBC or any parent, subsidiary or affiliate of NIBC; (ii) solicits, accepts or retains the services of any NIBC agent to solicit applications for insurance to be sold by a competitor of NIBC or any parent, subsidiary or affiliate of NIBC, as long as such representative is so appointed by NIBC or within one (1) year after such representative has ceased to be so appointed; (iii) solicits, accepts or retains the services of any employee, agent or any other person associated with NIBC, or any parent, subsidiary or affiliate of NIBC, as long as such person is so affiliated with NIBC or within one (1) year after such person has ceased to be so associated; (iv) enters into a contract or agreement, written or verbal, with an Insurance Carrier or any insurance company with whom NIBC is affiliated (or becomes a representative thereof) for the solicitation or sale of insurance products or any business which is in any manner competitive with NIBC; or (v) after the termination of this Agreement by either party for any reason, Agent, without the written consent of NIBC, for himself, his agency, or on behalf of another, uses Confidential Information (as identified in **Paragraph 6** below) to engage in any insurance business, or engages in any act prohibited under **Paragraph 7**. Provided, further, Agent’s rights to commissions shall terminate upon the natural expiration or prior cancellation of such first year or renewal commissions, or upon such Agent’s total commissions from the Insurance Carrier(s) returning less than \$100 per month, in the aggregate.

6. Confidential Information. Agent recognizes and acknowledges that, as a result of his engagement, Agent will be made aware of, come into contact with, help develop or obtain access to or possession of knowledge, information, business methods, techniques, customer lists, letters, files, records, marketing information, trade secrets, technical information and other information, which may be written or oral, relating to NIBC’s business (hereinafter “**Confidential Information**”). Said Confidential Information also includes, but is not limited to, special training, client contracts, policy expiration dates, policy terms, conditions and rates, familiarity with customers’ risk characteristics, information concerning insurance markets for large or unusual commercial risks, and any other information concerning the business, business services, business products or business operations of NIBC, including its manner of operation, its plans, policies, or systems, its advertising and marketing, any information treated by NIBC as confidential or any other information of any kind, nature, or description which is proprietary business information. Agent acknowledges and agrees that the Confidential Information and special training, whenever received by Agent, relating to the business of NIBC and its customers is strictly confidential and proprietary in nature. Agent recognizes and acknowledges that the Confidential Information is information which is known by NIBC, but is not readily available to the general public or competitors; that the Confidential Information is unique and has substantial value to NIBC; that NIBC has expended financial resources and other efforts to obtain the Confidential Information; and that NIBC has taken certain measures to guard and protect the secrecy of the information. For the period of this engagement and at all times afterwards, and except as otherwise required by law, Agent agrees not to use or disclose to anyone other than an authorized

Agent: _____

NIBC: _____

representative of NIBC any Confidential Information. Upon termination of this Agreement, Agent shall immediately return all proprietary and confidential information.

7. Nonsolicitation. During the term hereof, and for a period of one (1) year following the effective date of termination of this Agreement, Agent agrees that he will not, directly or indirectly, either for himself or for any other person, firm, corporation, partnership, association or other entity: (i) solicit or call upon any Client (as hereinafter defined) of NIBC for insurance related sales or perform services for any Client of NIBC which are in any manner competitive with services rendered by NIBC or its agents; (ii) accept any business from any Client of NIBC which is in any manner competitive with services rendered by NIBC; (iii) induce or attempt to induce any Client of NIBC to cease doing business with NIBC and to engage Agent for such business, or induce or attempt to induce any Client of NIBC to replace, change the agent/broker of record on, cancel, lapse or fail to renew any policy sold by Agent or an agent appointed by NIBC or any parent, subsidiary or affiliate of NIBC; or (iv) solicit, hire or entice any employee or agent of NIBC to work for any person (including himself) or entity which is engaged in any business which is directly or indirectly in competition with NIBC. For purposes of this paragraph, “**Client**” shall include any customer or account of NIBC which has been a customer or account of NIBC at any time within two (2) years prior to the effective date of termination of this Agreement.

8. Remedies. Upon any breach by Agent of the provisions of this Agreement, NIBC shall be entitled to appropriate injunctive relief; provided, however, nothing contained herein shall be construed as prohibiting NIBC from pursuing any other legal or equitable remedies available at law or in equity, including recovery of damages. Agent hereby acknowledges and agrees that any breach or evasion of any term of this Agreement will cause immediate and irrevocable injury to the business of NIBC; thus, if before the expiration of one (1) year after termination of the Agreement, any commission or fee becomes payable to Agent, or to any person, firm or corporation by whom Agent is then employed or appointed, and such commissions or fees arise as a result of Agent’s violation of any provision of the Agreement, then Agent shall promptly pay, or cause his employer or principal to promptly pay, to NIBC an amount equal to all such commissions or fees; and, it is further agreed that any such payment by or on behalf of Agent shall not be deemed an exclusive remedy, but that NIBC may also seek injunctive relief and/or specific performance, as well as other legal or equitable remedies to which it may be entitled by law or equity, against any person or entity whatsoever in connection with any such violation.

9. Indebtedness. NIBC may at any time offset against any commission or other compensation due or to become due Agent (or Agent’s surviving spouse, estate or assigns hereunder) any amounts due or which may become due NIBC from Agent. Agent grants NIBC a first lien in and to all commissions or other compensation due or to become due Agent under this Agreement. NIBC shall be entitled to add to Agent’s account any expenses which are incurred as a result of attempting to collect any amount due or which may become due NIBC from Agent under this Agreement; and if litigation is brought to recover on such account, NIBC shall be entitled to collect reasonable attorney’s fees and all costs and expenses incident to said action.

10. Independent Contractor. Agent is appointed by NIBC only for the purposes and to the extent set forth in this Agreement, and Agent’s relation to NIBC, during the time that this Agreement shall be in effect, is that of an independent contractor. Agent shall be responsible for maintaining his own office, telephone, support staff, and shall supervise and control Agent’s own work schedule and performance of duties hereunder. Agent recognizes and acknowledges that NIBC will not withhold taxes from Agent’s commissions and that he will be responsible for paying his own employment, unemployment, income and other taxes, as well as the payment of all of Agent’s own expenses.

Agent: _____

NIBC: _____

11. **No Authority.** Agent acknowledges and agrees that he has no authority to enter into agreements, arrangements or contracts for and on behalf of NIBC, and no authority to bind NIBC except as expressly authorized in this Agreement; and Agent shall be responsible for, and pay, all damages and losses incurred by Agent's exceeding such authority.

12. **Notice.** All notices hereunder shall be effectively given when delivered personally or mailed, certified or registered mail, postage prepaid, to the other party at the address most recently given by such party.

13. **Legal Effect; Assignment.** The rights and obligation of the parties under this Agreement shall inure to the benefit of and shall be binding upon their respective heirs, executors, administrators, successors and assigns. This Agreement may not be assigned or transferred by Agent, nor shall any assignment of commissions due or to become due under this Agreement be made without the prior written consent of NIBC.

14. **Entire Agreement; Modification.** This instrument contains the entire agreement of the parties with respect to the subject matter discussed herein and may not be changed orally but only by an Agreement in writing duly executed by both parties.

15. **Waiver of Breach.** The waiver by NIBC of a breach of any provision of this Agreement by Agent shall not be a waiver of any subsequent breach by Agent.

16. **Governing Law.** This Agreement shall be governed by and construed with the laws of the State of Arkansas.

17. **Severability; Gender.** Should any clause or term of this Agreement be deemed invalid or unenforceable, the remaining terms shall continue in full force and effect. As used herein, the terms Agent, his, he and him, shall include the feminine and masculine genders.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

NIBC: National Insurance Benefit
Coordinators, Inc.



AGENT

By: _____

Title: _____

Address of Agent:

(Street or P.O. Box)

(City, State, Zip)

National Insurance Benefit Coordinators

Direct Deposit Enrollment and Authorization Form (Authorization Agreement for Electronic Transfer of Funds via ACH Credits)

Instructions:

1. Complete this entire authorization agreement. Please print using black or blue ink.
2. Present this completed form to the company's financial office. If your checking account will be credited, please attach to this form a voided check for the checking account. If your savings account will be credited, please attach to this form a voided deposit slip for the savings account.
3. This agreement may be revised or terminated at any time by written notification or email to the company's financial office.

YOUR INFORMATION

Check appropriate box:

- New Enrollment/Authorization
 Change in Bank Account
 Cancel Participation

Last Name:

First Name and
Middle Initial:

Street Address:

City:

State and
Zip Code:

Daytime Phone: ()

Evening Phone: ()

CHECKING OR SAVINGS ACCOUNT ACH CREDIT AUTHORIZATION

Payroll deposits should be credited to my:

- Checking Account (Please attach a voided check.)
 Savings Account (Please attach a deposit slip.)

Routing Number (9 Digits): _____

Account Number: _____



Company Use Only:

ACH Transaction Set Up on ___/___/___ by _____

Individual ID Assigned: _____

I hereby authorize **National Insurance Benefit Coordinators** to automatically deposit payroll into my account by initiating ACH credit transactions per the information stated on this form. I also authorize **National Insurance Benefit Coordinators** to initiate debit entries to my account, should such entries be necessary to correct incorrect entries. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of NACHA requirements. This authorization will remain in effect until **National Insurance Benefit Coordinators** has received written notification from me of its termination in such time and in such manner as to afford **National Insurance Benefit Coordinators** a reasonable opportunity to act on it.

Account Holder Signature: _____

Date: ___/___/___

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	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 the "Name" line 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.

Social security number									

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

Employer identification number									

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. citizen or other U.S. person (defined below).

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.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

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.

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. 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.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

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.