



Peek Performance Inc.
4115 East North Street
Greenville, SC 29615
864-228-2635 Office
800-539-1021 Fax
www.peakperformanceinsurance.com

ABACUS CONTRACT

Name: _____

Immediate Upline: _____

**** Please attach all licenses, current E/O certificate, **voided check**, release letter and/or letters of explanation. (For bankruptcy, vector, SLED explanation etc.)**

**** Contracting can be mailed to Peek Performance, or faxed to 800-539-1021.**

CHECKLIST FOR APPOINTMENT WITH THE ABACUS SERIES

INDIVIDUAL NAME: _____

AGENCY NAME: _____

STATE(S) TO BE APPOINTED: _____

- ___ KCL Business Contact Information
- ___ Group Broker Contract
- ___ Assignment By broker (if commissions pay to an agency)
- ___ W-9 (to be complete in the name of who will be receiving commissions)
- ___ Copy of State Insurance License (for each state you are to be appointed)
- ___ Completed Agent Application for Appointment
- ___ Signed Group Producer Agreement and Agent Contract Agreement
- ___ Abacus Series Marketing and Commission Agreement

Return To:
Peek Performance, Inc.
4115 East North St. Ste. 202
Greenville SC 29615
Fax: 800-539-1021
Office: 864-228-2635
ATTN: Contracting



Kansas City Life Insurance Company | Group Benefits
Business Contact Information

Name: _____

Gender: _____

Date of Birth: _____

Social Security Number: _____

Business Name: _____

Physical Address: _____

City, State, Zip: _____

Mailing Address: _____

(If different from above)

City, State, Zip: _____

Phone Number: _____

Mobile Number: _____

Fax Number: _____

E-Mail Address: _____

(Agency Number - Only if Applicable)

Agent Application for Appointment



Please Note: Information concerning age and sex will not be used to discriminate against or give preference to any individual. Certain states require this information for Agent licensing.

Type or Print Legibly

Name _____
Last, First, Middle (As reported to the IRS)

Preferred Mailing Address _____

Industry Designations _____

City, State, ZIP _____

Nickname _____

Phone Number _____

Social Security Number _____

Cell Phone Number _____

Date of Birth _____ Male Female

Fax Number _____

E-mail Address _____

Home Address (Required) _____

Complete only if this application is made on behalf of a corporation

City, State, ZIP, County (Required) _____

Corporation Name (As reported to the IRS) _____

Home Phone Number _____

Principal Officer's Name and Title _____

Where else has applicant lived in last seven years?

Tax Identification Number (Please attach a copy of the certificate of good standing.) _____

City, County, State _____

Mailing Address _____

City, County, State _____

Shipping Information (No PO Box) _____

City, State, ZIP _____

Address _____

Business Phone Number _____

City, State, ZIP _____

Business Fax Number _____

License Information — Attach legible copy of home state license and a copy of any nonresident licenses for state appointment purposes.

State	License No.	Expiration Date	Lines Qualified to Sell
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Please Note: Contracts cannot be processed without proof of a valid license. If applying for a first-time license and a copy is not available, please so indicate and show the date applied for: _____

Have you previously sold life insurance? Yes No

Have you previously been contracted with Kansas City Life? Yes No

Have you submitted business? Yes No

If "Yes," date of application _____



Employment History

Employer Name _____

Employment Dates _____ to _____

Position _____

City _____ Country Code _____

Employer Name _____

Employment Dates _____ to _____

Position _____

City _____ Country Code _____

Professional Liability Insurance

Does Agent/GA have errors & omission (E&O) coverage? Yes No

If "Yes," please attach copy of Declaration Page. If "No," proof of coverage is required within 90 days after the month-end of the first paid case. Note: If Agent is a rehire, proof of E&O coverage is required.

Background Questions

An incorrect or incomplete response to any question will constitute cause for termination of your appointment.

1. Has your insurance license or securities registration been suspended or revoked or have you ever been denied an insurance or securities license or securities registration? Yes No
2. Have you been fined or disciplined or entered into a consent order with any State Insurance Department, State Securities Department, the Securities Exchange Commission (SEC) or the Financial Industry Regulatory Authority (FINRA)? Yes No
3. Has any insurance company terminated your Agent, Agency or Broker Contract for any reason other than insufficient production? Yes No
4. Do you owe money to any insurance company you have worked for as an Agent or Broker? Yes No
5. Have you ever made a claim against your errors and omissions (E&O) insurance carrier? Yes No
6. Have you been sued by a Policyholder, Contract Holder, Beneficiary, insurance company or other person based on your activities as an Insurance Agent? Yes No
7. Have any court judgments been entered against you? Yes No
8. Have any garnishments or tax liens been filed against you? Yes No
9. Have you filed for bankruptcy or sought legal protection from your creditors through other means? Yes No
10. Have you been denied a Fidelity or Surety Bond? Yes No
11. Have you been convicted of a crime, other than minor traffic offenses? Yes No



If your answer to any of these questions is "Yes," please provide a full explanation, including dates, in the space below. If necessary, continue your explanation on a separate sheet of paper and attach it to this Application for Appointment. Attach copies of any documents that will help us understand your explanation.

The Fair Credit Reporting Act requires that we inform you that a background investigation may be conducted as part of our screening and hiring process. This may include an inquiry to obtain information regarding your character, employment history, general reputation, personal characteristics, policy record, education, qualifications, motor vehicle record, mode of living and/or credit and indebtedness. The primary objective on any investigation will be to verify information you provided on your application or during the interview process in connection with your application for and/or continued contract with the company. A consumer report and/or an investigative consumer report may be obtained at any time during the application process or during your contract with the company. Upon timely written request to our Agent Licensing department, and within 5 days of the request, the name, address and phone number of the reporting agency and the nature and scope of the report (if one is made) will be provided to you. You have the right to request details of the report from the consumer reporting agency.

Before any adverse action is taken, based in whole or in part on the information contained in the consumer report, you will be provided a copy of the report, the name, address and telephone numbers of the reporting agency, a summary of your rights under the Fair Credit Reporting Act, as well as additional information on your rights under the law.

I hereby authorize Kansas City Life, and its subsidiaries, and/or designated screening firm to investigate my background as it pertains to employment history and performance, personal and professional references, educational history, licenses and information contained in public records, including but not limited to, credit, criminal, motor vehicle data and workers compensation. I hereby release all persons, companies or other entities furnishing such information from liability and responsibility in connection herewith. I further authorize ongoing procurement of the types of reports mentioned herein at any time during my contract with the company. A photocopy of this document maybe substituted for the original.

Signature of Applicant (if an individual)

Date

Signature of Applicant (if corporation)

Date

By _____

Title _____

General Agent (Please Print)

Date

Agency Number _____



Kansas City Life Insurance Company | Group Benefits Group Broker Contract

(Group Broker Name – Please Print)

This contract is between Kansas City Life Insurance Company and the Group Broker named above. As used in this contract, "you" refers to the Group Broker, and "we" refers to Kansas City Life Insurance Company.

On the terms set out in this contract, you are invited to solicit premium quotes from us for life, disability, vision or dental insurance coverage of employer or other legally recognized groups who are your clients and customers. You are authorized to deliver any insurance policy that we issue, and to accept and remit to us the first premium for coverage. It is entirely within our discretion whether to issue an insurance policy or insurance certificate, and to change or discontinue any product or service at any time.

You are not authorized to, and will not: tell your clients or anyone else that you are our agent; collect renewal premiums; modify our insurance contracts; bind us to coverage; nor do any other act on our behalf except as expressly set out in this contract.

You are not our agent or our employee. You represent your clients, and do not represent us. You control the number of hours you work and your schedule, pay your own expenses and are responsible for your own federal, state and local taxes, assessments and fees of all kinds, and for income tax withholding.

We will pay you commissions based on premiums we receive from your clients, so long as you are properly licensed and the policy owner designates you as its agent of record. If, in our sole judgment, you do not provide adequate services to your clients, we may ask policy owners to designate a new agent of record who is a licensed insurance producer. In that event, we will pay commissions to the new agent of record. You will return any commissions that are based on premiums which we have refunded for any reason. We may offset any indebtedness of you to us from commissions otherwise payable to you.

Commissions will be separately negotiated for each group policy you place. We may change those commissions at any time. We will notify you in advance of any change. Changes will become effective upon policy renewal. You may not assign commissions without our approval.

We or you may terminate the contract without cause or for cause, by written notice mailed to the other party's last known address. This contract will automatically terminate upon your death. If you are a corporation or a partnership, it will terminate upon your dissolution. This contract also will automatically terminate if you have not submitted any request for quotes to us in any 24-month period.

You will notify us promptly if you or your client receives any written complaint or lawsuit relating to our insurance policy from any certificate holder, beneficiary or state or federal regulator, and will provide us a copy of same. You will cooperate with us, and will use your best efforts to cause your clients to cooperate with us, during and after the contract term, to investigate and respond to such complaint and/or defend such lawsuit.

This is the entire contract between you and us. The contract may not be modified except in writing signed by both parties.

Signed and effective at Kansas City, Jackson County, Missouri on:

Date: _____
(Date to be completed by Kansas City Life Home Office Associate)

Kansas City Life Insurance Company:

Group Broker:

By: _____
(Signed by Kansas City Life Home Office Associate)

By: _____
(Signed by Group Broker – Please complete this line only.)

(Agency Number – Only if applicable)



Kansas City Life Insurance Company | Group Benefits Assignment by Broker

For valuable consideration, the receipt of which is acknowledged, I, (print name) _____ the undersigned Assignor, a Broker of Kansas City Life Insurance Company (KCL), hereby assign, transfer and set over to (print name of Assignee): _____ any and all commissions, whether first-year, renewal, or deferred, service fees, bonuses, any and all credit balances which may become due me, and all other monetary compensation (other than KCL's contributions to any qualified or non-qualified benefit plan) which would otherwise be paid to me by KCL under (check only one):

- Contract number(s) _____, OR
- All Contracts currently in force between me and KCL.

I understand, acknowledge and agree to the following:

1. No proceedings in bankruptcy are pending against me, and my property is not currently subject to any assignment for the benefit of my creditors.
2. Payment by KCL to the Assignee pursuant to this Assignment constitutes a full satisfaction and discharge of KCL's obligation to pay those amounts.
3. This Assignment covers only such amounts as KCL is legally obligated to pay to me, and is subject to the terms of my Group Broker Contract(s), as well as any and all liens, garnishments, and contractual or other legal rights or duties of KCL, its subsidiaries or any other person or entity, which may affect KCL's duty to pay compensation to me.
4. This Assignment will become effective only when a fully completed original has been received and acknowledged in writing by KCL.
5. Any change of address of the Assignee must be provided to KCL in writing.
6. I will indemnify, defend and hold KCL harmless from and against any claim, cause of action loss or damage, of whatever nature, which KCL may incur in complying with this Assignment.
7. This Assignment does not apply to compensation from sales and servicing of variable insurance products or other securities.

This assignment is (check only one):

- Revocable upon written notice of revocation by me provided to the Assignee and to KCL (the effective date of revocation will be the date such notice is received by KCL), OR
- Irrevocable. If this is selected, the Assignee's written consent will be required to revoke the Assignment.

Signed and effective at _____ this _____ day of _____, 20____.

Signature: _____
Printed Name: _____
Broker Number: _____
Tax ID: _____
Name: _____
Address: _____
Phone: _____

ACKNOWLEDGEMENT

Kansas City Life Insurance Company acknowledges receipt of the original of this Assignment, and will honor it, at the Assignor's direction, strictly pursuant to its terms. KCL assumes no responsibility for the validity or legal effect of this Assignment. This Assignment is subject to any right of KCL to offset indebtedness of the Assignor against amounts otherwise payable hereunder, and will not be construed to limit any rights of KCL or its subsidiaries.

Signature: _____
Title: _____
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, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

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

Part II Certification

Under penalties of perjury, I certify that:

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

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Abacus Series — Group Producer Agreement and Contract Application

Abacus Series Group Producer

NAME

ADDRESS

CITY

STATE

ZIP

This Abacus Series Group Producer Agreement ("Agreement") is between The Abacus Group, LLC ("Abacus") and the Abacus Series Group Producer ("Group Producer") and is effective as of the date signed by an authorized Company official.

1. DEFINITIONS.

Abacus Series Marketing Agreement - For purposes of this Agreement, the Abacus Series Marketing & Commission Agreement entered into by and between Abacus and the Group Producer for purposes of marketing Group Contracts.

Company – Shall refer to Kansas City Life Insurance Company, which shall issue the Group Contracts described hereunder.

Group Contract - For purposes of this Agreement, any master group insurance coverage and/or policy underwritten and issued by or on behalf of the Company and designated by Abacus and the Company as an Abacus Series Group Policy that Abacus and the Company makes available to Abacus Series Group Producers. Individual certificates issued to Insured employees under such Group Contracts shall not be considered a Group Contract.

Group Producer - The insurance broker or agent who has entered into the Abacus Series Marketing Agreement with Abacus, has been accepted by Abacus, and is designated by the Policyholder as its agent of record for the Group Contract. The Group Producer of record for any Policyholder shall be effective on the date Abacus accepts the Group Producer of record letter from the Policyholder or its authorized representative. The term "Group Producer" shall refer not only to the insurance broker or agent who entered into the Abacus Series Marketing Agreement, but also to all agents or employees of the Group Producer.

Insured Employee - An eligible employee enrolled for coverage and insured under a Group Contract.

Participant - An employer unit insured under a multiple employer group insurance trust or an association of persons or an individual insured under a group insurance trust.

Premium or Premiums - All payments made to the TPA pursuant to a Group Contract, less the amount of any refunds of such payments.

Policyholder - The entity to which the Group Contract is issued.

TPA – Shall refer to the Third Party Administrator for purposes of the Group Contracts, which shall be North American Benefits Company or its successor.

2. **APPOINTMENT AND AUTHORITY.** Abacus appoints the Group Producer to solicit and forward to the Company applications for Group Contracts, deliver Group Contracts issued on such applications, collect and send to the TPA the deposit Premium for Group Contracts, service the Group Contracts and perform all other terms, conditions, obligations and duties as set forth in this Agreement. The terms, conditions, obligations and duties in this Agreement shall be performed only in the states in which the Group Producer is properly licensed and Abacus and the Company are qualified to do business.

The Group Producer may not accept risks, make, alter, discharge or reinstate any Group Contract or any other contract of insurance, waive any terms or provisions of any Group Contract or any other contract of insurance, incur any debt or liability against Abacus or the Company, bring any legal proceeding in the name

of Abacus or the Company, cash or endorse checks payable to the TPA, Abacus or the Company or bind or commit Abacus or the Company except as stated in this Agreement or otherwise expressly agreed by the parties in writing, and no such authority shall be implied.

3. **DUTIES.** The Group Producer agrees to: (1) obtain and maintain the proper licenses, bonds, or insurance under applicable state laws and regulations; (2) conform to all current and future rules and practices of Abacus or the Company regarding the conduct of the Group Producer's business; (3) hold in trust, account for and daily pay over to the TPA, all deposit Premiums received or collected on behalf of the Company; (4) fully comply at all times with all applicable federal and state laws; (5) cooperate with the Company and Abacus in meeting any HIPAA and other privacy obligations; (6) obtain Abacus' written consent prior to creating, issuing, or using any written or printed matter or advertising; and (7) abide by the terms of the Abacus Series Marketing Agreement entered into by the Group Producer with Abacus, a copy of which may be attached hereto solely for ease in reference.

The Group Producer shall maintain accurate records of all business activities conducted and monies received on behalf of Abacus or the Company. Such records shall be open, with the right to make copies, for audit and/or examination by authorized representatives of Abacus or the Company including, but not limited to, the Company's or Abacus' internal and external auditors, upon the Company's or Abacus' request and during normal business hours, including any time following termination of this Agreement.

4. **COMMISSIONS/FEES.** Except as otherwise provided, while this Agreement is in force, the TPA will pay to the Group Producer compensation in the form of commission and/or fees on Premiums received by the Company under each Group Contract issued under this Agreement. These commissions will be paid to whoever the Group Producer of record is at the time the premiums under the Group Contract are received by the TPA. The commissions will be paid at the rates set forth in the Abacus Series Commission and Fee Schedule ("Schedule") provided by Abacus. No commissions will be payable on any Premium waived by the TPA as a death or disability benefit under the provisions of any of its Group Contracts except as the TPA may determine.

The following provisions will also apply:

- A. The TPA, may pay commissions and/or fees on an estimated basis subject to periodic adjustment and, in the event of an adjustment of the Premium, the TPA shall have the right to adjust the compensation accordingly.
- B. Compensation will be paid by or on behalf of the TPA at such times and according to such rules, practices and procedures as the TPA may establish from time to time.
- C. In the event of an error in commission payments, the Group Producer shall notify Abacus immediately, and any adjustment, if necessary, will be made by the TPA as directed by Abacus.
- D. Subject to paragraph E below and provided this Agreement has not been terminated, compensation on Premiums received shall be paid to the Group Producer only if, at the time the commissions become payable, the Group Contract is being serviced by such Group Producer to the satisfaction of Abacus, the Company and the Policyholder or Participant, as determined by Abacus.
- E. Change of Group Producer During the First Year
 - 1) Commissions/Fees Payable to Original Selling Group Producer

If the Group Producer of record for the Group Contract is changed within the first twelve (12) months that the Group Contract is in effect ("First Year"), the Group Producer of record who originally sold the Group Contract to the Policyholder or Participant ("Original Group Producer") is entitled to continue receiving commissions and/or fees (at that Group Producer's commission level) on 100% of the Premium received for those coverages under the Group Contract originally sold by such Group Producer while designated as the Group Producer of record, to each Insured Employee (including any increases in coverage sold by the Original Group Producer to those Insured Employees) ("Original Group Producer's Business") until the First Year of the Group Contract expires.

2) Commissions/Fees Payable to New Group Producer

If the Original Group Producer of record is replaced with a new Group Producer within the First Year of the Group Policy, commissions/fees on the Group Contract, as described herein, are payable to the new Group Producer of record on and after the date such new Group Producer is designated agent of record by the Policyholder or Participant. Such new Group Producer is entitled to compensation (at such Group Producer's commission level) on 100% of the Premium received for those coverages under the Group Contract sold by this new Group Producer (including any increases in coverage sold by such new Group Producer to previously Insured Employees) for so long as the Group Contract remains in effect and such Group Producer remains the designated agent of record.

3) Commissions/Fees Payable After the First Year to Original Selling Group Producer

The commissions/fees payable to the Original Group Producer on the Original Group Producer's Business shall be reduced as of the first day of the thirteenth month after the effective date of the Group Contract. As of that date and thereafter for so long as the Group Contract continues in effect, the compensation payable to the Original Group Producer (at that Group Producer's commission level) shall be on 50% of the Premium received on the Original Group Producer's Business.

4) Commissions/Fees Payable After the First Year to New Group Producer

As of the first day of the thirteenth month after the effective date of the Group Contract, the then current Group Producer of record shall be entitled to commissions and/or fees (at such Group Producer's commission level) on 50% of the Premium received on the Original Group Producer's Business for so long as such Group Producer remains the agent of record on the Group Contract and the Group Contract continues in effect. In the event the Policyholder or Participant designates another Group Producer of record on the Group Contract, any commissions and/or fees payable to such subsequent Group Producer of record (at that Group Producer's commission level) on the Original Group Producer's Business shall be determined in the same manner as described in this paragraph.

5) Maximum Commission/Fees Payable

In no circumstance will the TPA ever be obligated to pay in excess of 100% of the commissions and/or fees payable on Premiums received for in-force coverage under a Group Contract.

F. Change of Group Producer after the First Year

If the original selling Group Producer of record is changed after the expiration of the First Year, the Original Group Producer shall be entitled to commissions/fees (at such Group Producer's commission level) on 50% of the Premium received on the Original Group Producer's Business for so long as such Original Group Producer remains the agent of record on the Group Contract and the Group Contract continues in effect. As of the date a new Group Producer of record is designated by the Policyholder or Participant, such new Group Producer of record shall be entitled to commissions and/or fees (at such Group Producer's commission level) on the remaining 50% of the Premium received on the Group Contract for so long as this new Group Producer remains the agent of record on the Group Contract and the Group Contract continues in effect.

G. Commissions and/or fees, if any, on Group Contract conversions, changes of plan, reinstatements, and Premium adjustments will be paid in accordance with TPA rules and practices in effect at the time of the occurrence of any such event.

H. Commissions and/or fees paid in error or paid on monies refunded by the TPA for any reason shall be refunded by the Group Producer to the TPA on demand by the TPA, whether or not this Agreement has terminated. The Group Producer agrees to accept the decision of the TPA in all such cases as binding and conclusive.

I. Notwithstanding E of this Paragraph 4, upon termination of this Agreement no further commissions shall be paid to the Group Producer except as provided in Paragraph 6 below.

5. **INDEBTEDNESS.** Compensation payable under this Agreement or any other agreements with the Company will be subject to offsets to repay any indebtedness or claims now due, or which may become due at any time from the Group Producer to Abacus. Abacus will have a first lien on all such compensation or claims as security for the payment of any and all such debts or claims, and Abacus will have the right, without any requirement that it first obtain the Group Producer's consent or give the Group Producer notice, to deduct any monies so due from such compensation together with interest.

This lien and assignment will not be extinguished by the termination of this Agreement and will be binding on the Group Producer and the Group Producer's executors, administrators, successors or assigns. Upon termination of this Agreement, all monies and indebtedness due Abacus will be payable immediately upon demand together with interest from the date of such termination.

6. **TERM AND TERMINATION.** This Agreement shall be effective as of the Effective Date and shall continue until terminated in accordance with this Agreement.

This Agreement shall terminate immediately without notice upon (1) the death or dissolution of the Group Producer; (2) commission by the Group Producer of a criminal, fraudulent, or dishonest act; (3) failure of the Group Producer to obtain and maintain a license, bond, or insurance as required by law; or (4) failure of the Group Producer to comply with this Agreement.

This Agreement may be terminated at any time by either the Group Producer or Abacus with or without cause by giving written notice to the other in advance of the termination date. Further, upon termination of the Abacus Series Marketing Agreement between Abacus and the Group Producer, Abacus shall terminate this Agreement by giving the Group Producer written notice of such termination.

No commissions and/or fees shall be paid to the Group Producer after the termination date of this Agreement except for any commissions/fees payable on Premiums received by the TPA prior to termination.

7. **RELATIONSHIP.** The Group Producer is an independent contractor, and nothing in this Agreement shall be construed as establishing the relationship of employer and employee between Abacus and the Group Producer or any other person employed by or under the supervision of the Group Producer. The Group Producer assumes responsibility for all taxes and other financial obligations of an independent contractor and will not assert the status of an employee of Abacus in the determination of eligibility for statutory benefits or otherwise..

The Group Producer acknowledges that the responsibility for paying self-employment tax is that of the Group Producer and that Abacus does not treat the Group Producer as an employee for federal, state or local tax purposes or for any other purpose. Section 7 shall survive the termination of this Agreement.

8. **ASSIGNMENT.** No assignment of this Agreement or of any compensation due the Group Producer will be valid unless authorized in advance in writing by an authorized officer of Abacus. Any such assignment will not require the consent of any beneficiary. Such assignment will be subject to and subordinate to any and all indebtedness of the Group Producer to Abacus.

9. **AMENDMENT.** No modification of this Agreement or the Schedule will bind Abacus unless it is made in writing and executed by an authorized officer of Abacus.

10. **INDEMNIFICATION.**

A. The Group Producer agrees to indemnify and hold harmless Abacus for any and all liability, losses, expenses, costs, fees (including, but not limited to, attorneys' fees or expert witness fees) and damages, of any type or description, arising out of or in any way relating to the negligent acts or omissions, intentional misconduct or breach of this Agreement by the Group Producer or the Group Producer's employees or agents.

B. This Section 10 shall survive the termination of this Agreement.

11. **PRIOR AGREEMENTS.** This Agreement supersedes any prior agreements between the parties as to Group Contracts issued on applications solicited on and after the Effective Date of this Agreement. The terms and conditions of any prior agreements between Abacus and the Group Producer shall continue to apply to any Group Contracts issued on applications solicited while those agreements were in effect.
12. **BENEFICIARIES.** The Group Producer may designate and change beneficiaries to receive commissions, fees, and other compensation payable to the Group Producer pursuant to this Agreement that have not been paid at the time of the Group Producer's death or dissolution. Any beneficiary designation shall be effective upon receipt of a request satisfactory to Abacus. If no beneficiary designation is in effect at the death or dissolution of a Group Producer, commissions, fees, and other compensation payable to the Group Producer that have not been paid at the time of the Group Producer's death or dissolution shall be paid to the Group Producer's executors, administrators, successors or permitted assigns. The rights of any beneficiary, whenever designated, shall be subject to the rights of Abacus and to the rights of any permitted assignee of this Agreement.
13. **PRIVACY.** Abacus may, from time to time, disclose certain information that it considers confidential. This confidential information may include any customer or consumer personal or health information as may be defined by applicable privacy laws or regulations ("Customer Confidential Information"). Group Producer agrees to use the Customer Confidential Information only for the purposes for which it was disclosed and not to further disseminate or disclose this Customer Confidential Information to other third parties, without written approval from Abacus or as otherwise required by law, unless such disclosure is necessary for Group Producer to meet its contractual obligations and that party is similarly bound by the same privacy standards in its handling of Customer Confidential Information. Further, Group Producer agrees, where legally required, to comply with all applicable privacy laws, including, but not limited to: (1) the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Privacy Rule"); (2) the Gramm-Leach-Bliley Act ("GLB"); (3) any and all applicable state privacy laws; and (4) any relevant regulations promulgated in conjunction with applicable privacy laws. Group Producer agrees to cooperate with Abacus to ensure Abacus' privacy compliance and to establish and maintain procedures reasonably designed to assure the security of all Customer Confidential Information. Section 14 shall survive the termination of this Agreement.
14. **HIPAA BUSINESS ASSOCIATE LANGUAGE.** In the event the Group Producer is considered a business associate with access to Protected Health Information ("PHI") (defined below) and/or Electronic Protected Health Information ("E-HI") (defined below), pursuant to 45 CFR Part 160 and Part 164, the following shall apply:
- A. Group Producer shall not use or disclose PHI other than permitted by this Agreement or as otherwise allowed pursuant to the HIPAA Privacy Rule or other applicable rule or statute.
 - B. Group Producer shall provide Abacus or the Company within five (5) days of Abacus' or the Company's request, access to PHI in the Group Producer's, or its agents or subcontractors possession or control in order to meet the requirements of the HIPAA Privacy Rule.
 - C. Group Producer shall make available to Abacus or the Company, for amendment, within five (5) days of Abacus' or the Company's request, PHI maintained by the Group Producer or its agents or subcontractors. Additionally, as directed by Abacus, or the Company, the Group Producer shall incorporate any amendment or related statement into the information held by the Group Producer or its agents or subcontractors. Should any individual directly request that the Group Producer or its agents or subcontractors amend PHI, the Group Producer shall notify Abacus or the Company, within five (5) days of such request.
 - D. Group Producer shall make internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by the Group Producer on behalf of Abacus or the Company, available to Abacus or the Company, or at the request of Abacus or the Company, to the Secretary of the Department of Health and Human Services, for purposes of monitoring compliance with the HIPAA Privacy Rule.
 - E. Group Producer shall document and make available to Abacus or the Company, within five (5) days of Abacus' or the Company's request, all information necessary for Abacus or the Company to respond to an individual's request for an accounting of the disclosures of his or her PHI as required under the HIPAA Privacy Rule. The necessary information should consist of, at a minimum, the following: (1) date of

disclosure; (2) name and address of the entity or person in receipt of the PHI; (3) a brief description of the PHI; and (4) a brief description of the reason for the disclosure.

- F. Group Producer shall use commercially reasonable and appropriate efforts to maintain the security of the PHI and to prevent unauthorized use and/or disclosure of the PHI. Group Producer shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of E-PHI that it creates, receives, maintains or transmits on behalf of Abacus or the Company.
- G. Group Producer shall not request, use or disclose more than the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure.
- H. Group Producer shall ensure that all of its agents and subcontractors to whom it discloses PHI agree to be bound by the same restrictions and obligations under this provision.
- I. Group Producer shall report to Abacus or the Company or its agent any unauthorized use or disclosure of PHI of which it becomes aware and to establish procedures for mitigating, to the greatest extent possible, any harmful effect that is created by any improper use and/or disclosure of PHI. Group Producer shall also report to Abacus or the Company any security incident of which it becomes aware.
- J. Abacus or the Company shall provide the Group Producer with its then current privacy practices and any amendments, and the Group Producer shall promptly comply.

For purposes of the above, Protected Health Information ("PHI") shall include any information, whether oral or recorded in any form or medium, that is created for or received from Abacus or the Company and that: (1) relates to the past, present or future physical or mental health or condition of an individual, provision of health care to an individual, or the past, present or future payment of health care provided to an individual; and (2) identifies the individual or provides a reasonable basis to believe that it may be used to identify the individual. The term Electronic Protected Health Information ("E-PHI") shall include PHI that is transmitted by or maintained in electronic media. Section 15 shall survive the termination of this Agreement.

- 15. **CONFIDENTIALITY.** The Group Producer acknowledges and agrees that the characteristics and provisions of the Group Contracts, premium levels, benefit levels, the identity of the Participants, Policyholders and Insured Employees all constitute confidential information which is the property of Abacus (collectively the "Abacus Confidential Information.") Group Producer acknowledges and agrees that upon termination of this Agreement, all Abacus Confidential Information shall remain the property of Abacus and Group Producer shall have no right whatsoever to copy or in any way utilize the Abacus Confidential Information after termination of this Agreement. Group Producer acknowledges that, should Group Producer attempt, in any way whatsoever, to copy or utilize the Abacus Confidential Information after termination of this Agreement, the harm to the business interests of Abacus would be immediate and irreparable and Group Producer thus consents to use by Abacus of all legal and equitable remedies, including, but not limited to, injunctive relief, to prohibit such copying or use by Group Producer of the Abacus Confidential Information. This consent by Group Producer to the use by Abacus of injunctive or other legal or equitable relief shall be in addition to the right on the part of Abacus to hold Group Producer liable for any and all damages, of any type or description, which might be suffered by Abacus as a result of any copying or use of Abacus Confidential Information by Group Producer.
- 16. **GENERAL PROVISIONS.** As the context requires herein, words in the singular include the plural. If the Group Producer is a partnership or corporation, all applications for Group Contracts shall be solicited only by officers, partners or employees of the Group Producer who are duly licensed, appointed, bonded and insured.
- 17. **CERTIFICATION.** The commissions and/or fees described in this Agreement constitute the full consideration payable to the Group Producer by the Company, Abacus or the TPA under any Group Contract. The undersigned hereby certifies that the undersigned has read this Group Producer Agreement and Contract Application and that all of the undersigned's answers and statements are true and correct to the best of the undersigned's knowledge and belief.

This Agreement is executed under seal as of the date and year set forth below.

GROUP PRODUCER
(PRINT OR TYPE NAME IN WHICH AGREEMENT IS TO HELD)

_____(SEAL)
SIGNATURE

TITLE

DATE

_____(SEAL)
ABACUS GROUP OFFICIAL

_____(SEAL)
SIGNATURE

TITLE

DATE

RELEASE AUTHORIZATION

In connection with the group producer appointment process, The Abacus Group, LLC, or its agent, may seek to obtain information and reports on your background, including consumer reports and investigative reports through consumer reporting agencies. The Abacus Group, or its agent, is required by law to make certain disclosures and may obtain consumer reports and/or investigative consumer reports. The Abacus Group, or its agent, is required by law to make certain disclosures and obtain your prior authorization before we obtain any consumer report or investigative consumer report.

Disclosure: A consumer report, with your information bearing on your creditworthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living, may be obtained for employment or other legitimate business purposes from a consumer reporting agency.

This report may be an investigative consumer report, in which information about your character, general reputation, personal characteristics, or mode of living is obtained through personal interviews with third parties. If an investigative consumer report is to be requested, you have a right, upon written request to The Abacus Group, LLC, to obtain a complete and accurate written disclosure of the nature and scope of the investigation which will be conducted.

Authorization: By signing below, you are authorizing The Abacus Group, LLC, or its agent, to procure consumer reports and/or investigative consumer reports on you for group producer appointment purposes. This authorization shall be valid while you are being considered for appointment, and for the period of your appointment.

Signature: _____ Today's Date: _____

The following must be filled out completely for your application to be considered. *(Please print)*

LAST NAME FIRST NAME MIDDLE INITIAL

HOME ADDRESS (CITY, COUNTY, STATE AND ZIP CODE)

SOCIAL SECURITY NUMBER MAIDEN NAME OR ALIAS

DRIVER'S LICENSE NUMBER STATE WHERE DRIVER'S LICENSE WAS ISSUED

Include a copy of your driver's license.

**North American Benefits Company
Direct Deposit Authorization Agreement**

I authorize North American Benefits Company, hereinafter called COMPANY, to make payment of any amount owed me (us) by initiating credit entries into the account at the bank listed below. This agreement will remain until I give written notice to change financial institutions, terminate service, or until COMPANY notifies me that this service has been terminated. I hereby authorize COMPANY and the financial institution to electronically deposit any payment into my designated account and to correct my account for any amounts deposited to which I am not entitled. COMPANY is not responsible for any payments you make assuming these funds are available.

**Please Print
Information on Agent/Agency Requesting Direct Deposit**

Name (no abbreviations): _____

Company Tax ID or SS#: _____

Mailing Address: _____

City, State, Zip: _____

Phone: _____ Email: _____

Signature: _____ Date: _____

INSTRUCTIONS FOR DIRECT DEPOSIT

Fill in complete banking information where indicated. If routing number is unknown, please contact your bank. Without the Routing Number, the automatic deposit cannot be processed.

Check One: New Direct Deposit: Change Existing Direct Deposit:

Bank Name: _____

Routing No.: _____ Account No.: _____

Account Type: Checking: Savings:

PLEASE ATTACH A VOIDED CHECK

Please note: It takes approximately one (1) month to implement an automatic deposit. If you transfer to a new bank, or if you change accounts, your automatic deposit may be interrupted.

**Peek Performance, Inc.
4115 East North Street, Ste. 202
Greenville, SC 29615
864-228-2635 Office
800-539-1021 Fax
www.peekperformanceinsurance.com
clayp@ppisales.info**