

2011

Medicare

Advantage

Producer

Agreement

PRODUCER AGREEMENT

This PRODUCER AGREEMENT ("Agreement") is made and entered into this _____ day of _____ 201__ ("Effective Date") by and between Universal Healthcare Senior Division L.L.C, ("UNSD"), a Third Party Marketing Administrator of Universal Health Care.(herein after referred to as "UNSD") and _____ located at: (*Producer*)

(*Street Address, City, State & Zip*)
(hereinafter referred to as "Producer," at times, UNSD & UHC are collectively referred to as "The Parties").

RECITALS

WHEREAS, UNSD desires to market Universal Healthcare., Inc's Medicare Advantage Plans, and

WHEREAS, UNSD is seeking a network of independent Producers to provide beneficiary education, outreach and enrollment services to assist eligible Medicare beneficiaries applying for a Medicare Advantage Plan sponsored by Universal Health Care.

NOW, THEREFORE, in consideration of the covenants, promises, representations and warranties set forth herein, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by the parties), intending to be legally bound hereby, the parties agree as follows:

I. APPOINTMENT AND RELATIONSHIP

- A. The Parties hereby appoints the Producer to act on its behalf and represent it only to the extent authorized herein.
- B. The Producer is an independent contractor with respect to The Parties and nothing contained herein shall create or be construed to create the relationship of Employer/Employee between The Parties and the Producer or between The Parties and any employee of the Producer.

- C. Nothing herein contained shall be deemed to create an agency, joint venture, partnership or franchise relationship between the Producer and the Parties. The Producer acknowledges that the Producer is NOT an employee of the Parties and is NOT entitled to the Parties's employee rights and benefits; and agrees to waive any and all of his or her rights under the EEOC and ADA to the extent they exist if at all. Producer shall be free to exercise independent judgement as to the time and manner in which it may perform the services authorized by this agreement.

II. SCOPE OF SERVICES, AUTHORITY AND RESPONSIBILITY OF PRODUCER

- A. The Producer is hereby authorized on behalf of the Parties, but only in those States and Counties where the Parties are authorized to do business and provided that the Producer is in compliance with all applicable regulatory licensing requirements at the time of solicitation, to solicit applications for the approved products offered by the Parties authorized for marketing by The Parties and which are listed in written documents provided to the Producer by UNSD which are made a part of this Agreement. Producer shall have no protected territories or regions.
- B. The Producer shall pay all expenses including but not limited to state insurance appointment costs incurred by him/her or his/her Sub-Agents in the performance of this Agreement. Any such expenses not paid by the Producer may be offset by the Parties against any commissions or service fees payable to the Producer or Sub-Agents.
- C. The Producer shall be available, during the term of this Agreement, to attend and participate in all required training, monitoring and supervision activities and or seminars as required and or requested by the Parties.
- D. The Producer may not use the the Parties' names or logos; the plan name or logo; or any proprietary information on any printed materials, or electronic advertising, or internet site without prior written approval of the Parties. The Producer may create an electronic link from the Producer's Internet site to the Parties' internet site(s),

but the Producer may not reproduce any of the Parties' Internet content or programs on the Producer's internet site. The Producer may not re-create or alter any material considered proprietary by the Parties in electronic, printed, or any other form.

E. The Producer is required to protect the privacy and confidentiality of personal and financial information regarding the Parties plan applicants, current and former members, employer groups, and providers. The Producer will not disclose personal or financial information to anyone other than the Parties, as is applicable for the purpose stated herein. The Producer agrees to comply with all Federal, State, and Local laws regarding the privacy and confidentiality of information regarding applicants, current and former members, employer groups and providers. The Producer agrees to comply with all the Parties privacy and confidentiality requirements and the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Gramm-Leach-Bliley Act (1999) including any regulations or amendments. The Parties and the Producer all agree they will not disclose or use the non-public personal information provided to them under this joint marketing agreement to any person or entity except as necessary to carry out the joint marketing of any of the products offered by the Parties, under this agreement, or under another expressly recognized exception to the Gramm-Leach-Bliley Act's opt-out requirement, in the ordinary course of business to carry out such joint marketing, unless and until the individual about whom the non-public personal information is shared becomes a customer of the Parties and the Producer.

F. The Violent Crime Control and Law Enforcement Act (18 U.S.C. 1033 et seq.) makes it a crime for individuals convicted of certain felonies to willfully engage in the business of insurance. By entering into this contract the Producer represents that he/she is not prevented from engaging in insurance business under this act or any other applicable law. The Producer agrees to accurately and fully complete the Background Information forms provided and required by the Parties, and to advise the Parties in writing within 30 days if they have been convicted of a felony while this contract is in effect. The Parties recommends that any Producer who has concerns about their ability to act as a Producer to contact the appropriate regulatory agency.

G. The Producer understands and agrees that the Parties and the Producer through the established business relationship by this agreement, may choose to communicate with each other through the use of telephone, mail, email or facsimile to the mailing address(es), phone numbers, or email address(es) provided herein. The Producer agrees to notify The Parties immediately of any change of any of

the Producer's contact information.

- H. The Producer agrees that while this agreement is in force, and following its termination for any reason, the Producer shall not directly or indirectly contact, solicit, communicate or meet with any of the Parties Medicare Advantage enrollees for the purpose of modifying, rewriting, canceling, lapsing or replacing the Parties Medicare Advantage plans. Failure to comply with the provisions of this Section will result in termination of this agreement for cause, and termination and forfeiture of any and all commissions or Vested Commissions (if any).
- I. Producer covenants that it will not market, solicit, or contact doctors and other healthcare providers introduced to it by UNSD or UHC to offer or provide any product or services except product or services on behalf of UHC .

III. LIMITATIONS OF AUTHORITY

- A. The Producer shall have no authority to make, alter, modify or discharge any evidence of coverage, policy, rider, or contract; extend any Provision thereof; waive any forfeiture; incur any debts or expenses for which the Parties may be liable; receive any money for the Parties, except as may herein or elsewhere specifically in writing be authorized by the Parties; withhold or convert to their own use or for the benefit of others any monies, securities, policies or receipts belonging to the Parties or fail to submit promptly to the Parties any applications for coverage; or accept payments of any kind for the Parties' Medicare Advantage plans.
- B. The Producer shall have no authority to endorse or present for collection any check, draft or other instrument made payable to the Parties.
- C. The Producer shall have no authority to conduct telemarketing, "cold calling", door-to-door solicitation or any other form of "direct" solicitation.

IV. PAYMENT

- A. In consideration for the provision of the Services by the Producer, the Producer shall be compensated by commission, as follows: UNSD shall pay a Commission on approved and accepted new enrollments, based upon the current Schedule of Commission then in effect (see Attached "Schedule of Commissions and Fees"). No additional compensation, bonuses, remuneration or reimbursement will be due and payable to the Producer. During the term of, and subject to the provisions of this Agreement, and subject to the rules and regulations of UNSD, the Producer shall be entitled, as full compensation for all of its services and expenses

hereunder, commissions and service fees, as set forth in the Schedule of Commissions and Fees attached hereto and incorporated herein by reference on all business produced by it personally or by Agents in the Producer's hierarchy ("Sub-Agents"). Sub-Agents, less commissions or service fees due to its Sub-Agents by reason of any contract which any Sub-Agents hold with The Parties. Any officer of UNSD may amend the Commission Schedule at any time. Internal transfers of business shall be payable in accordance with applicable CMS guidelines. All expenses incurred in the marketing or enrollment of plans offered by The Parties are the sole responsibility of Producer. UNSD's liability is limited to the payment of commissions as delineated in the Schedule of Commissions and Fees, as amended from time to time.

- B. No commissions shall be payable on any application not accepted by CMS, UNSD, or UHC. In the event that the Producer or Sub-Agents incur indebtedness to UNSD, or any assignee of UNSD, UNSD may offset against, and deduct from, any compensation due the Producer. Producer agrees such indebtedness shall be a first lien against all such compensation.

Producer acknowledges and agrees that all payments to Producer and Agents in the Producer's hierarchy for members enrolled in UHC's Medicare Advantage plans shall be deemed an advance of compensation to Producer. UNSD, or any assignee may set off any advances or other amounts owed by Producer or its Agents to UNSD against the amount of any commissions owed by UNSD to Producer.

- C. UNSD will furnish the Producer with a periodic statement of the Producer's Account and will pay any amount due Producer hereunder. Upon receipt of such statement the Producer shall immediately examine it, and if not satisfied as to its accuracy, Producer shall return such statement and the payment to UNSD with full particulars of any discrepancy therein within sixty (60) days of the date of the statement; otherwise the statement shall be deemed accepted by Producer as true and correct. Any unpaid Producer Account balance due to UNSD shall bear interest at the rate of one percent (1%) per month beginning on the first day of the calendar month following the month the balance is initially incurred. The Account on the books of UNSD shall be competent evidence of such Account for all purposes.
- D. If this Agreement is terminated by UNSD or the Producer or should the Producer die or become totally disabled while this Agreement is in force or in the case of his/her death, his/her heirs or legal representatives shall, except as hereinafter provided in this Agreement, receive commissions that accrue under the provisions of this Agreement, if any. Such renewal commissions shall

terminate when the total renewal commissions so payable are less than \$600.00 annually.

- E. UNSD may at any time offset any debt or debts due from the Producer to UNSD arising from his/her transactions under this or any previous or subsequent contract against any commission, service fees, or other compensation due or to become due him/her from UNSD and any and all affiliates of UNSD. Unless otherwise specifically provided, all debts due UNSD, including advances to the Producer or his/her Sub-Agents against commissions or other compensation, are payable upon demand and are not recoverable solely from commissions or other compensation. Should UHC for any reason refund any premium on any policy secured hereunder, then the Producer shall repay, on demand, any commissions received by producer or his/her Sub-Agents on that premium. A failure to repay these commissions is agreed to constitute authorization for UNSD to offset such amounts against any commissions or service fees due the Producer on any policy secured hereunder.
- F. The Producer shall be jointly and severally liable, with each Agent in their hierarchy, to UNSD for the payment of all monies due from the Producer or his/her Sub-Agents in his/her hierarchy, or debit balances on the account of the Producer or his/her Sub-Agents or debit balances resulting from loans to the Producer or Sub-Agents from UNSD. UNSD books and records shall be prima facie evidence of such debit balances or loans due.

The Producer hereby assigns to UNSD, with recourse, as collateral for all such monies due, debit balance or loans, all amounts due and to become due to the Producer from each Sub-Agent or from UNSD and all notes, of Sub-Agents in favor of the Producer. The Producer agrees to execute all other documents required of him/her by UNSD in order to properly evidence and effectuate such assignments, and to guarantee the legal enforceability thereof.

V. TERM.

This Agreement shall commence on the date hereof and continue in effect, unless terminated earlier in accordance with Section VII hereof. The term of this Agreement shall be ongoing, unless either party notifies the other in writing, not less than ten business days prior to the end of the then current enrollment period.

VI. RETURN OF PROPERTY.

Upon the termination of this Agreement for any reason whatsoever, the Producer agrees to end all further use and utilization of, and to immediately return to UNSD, in good condition, all property of UNSD including, without

limitation, any property or equipment furnished by UNSD or created or prepared by the Producer, either alone or jointly with others, pursuant to the provisions or requirements of this Agreement. Without limiting the generality of the foregoing, all correspondence, reports, records, charts, advertising materials and other similar data pertaining to the business, activities, research and development, Intellectual Property or future plans of UNSD and/or that are collected by the Producer, including any and all copies or reproductions thereof, as well as any computer equipment, passwords and access cards provided to the Producer by UNSD, shall be delivered promptly to UNSD without request by it upon termination of this Agreement.

the Producer has sixty (60) days after termination of this Agreement to notify UNSD in writing of any complaints or issues he/she may have against UNSD or the Producer will waive all rights to any claims against UNSD. Such must be sent by certified mail to UNSD to the attention of:

Universal Healthcare Senior Division, LLC
2536 Country Side Blvd., 6th Floor
Clearwater, FL 33763
Attn: General Counsel

If the Producer does not repay any indebtedness to UNSD after termination of this Agreement, for whatever reason, the Producer agrees to the entry of a judgement against Producer equal to the amount of the indebtedness.

VII. TERMINATION.

A. Regardless of anything to the contrary contained in this Agreement, (a) UNSD may terminate this Agreement immediately for any reason or for no reason and, in such event, the Producer shall immediately stop performing all services (unless otherwise directed by UNSD in writing.) The Producer may terminate this Agreement at any time upon not less than 10 business days' prior written notice to UNSD. Upon the effective date of the termination of this Agreement, UNSD shall have no further obligation or liability to the Producer other than to make any payments of commissions due for business written and submitted while this Agreement is in force, less applicable chargebacks. In any instance in which commissions have not been paid to UNSD for business written by Producer, UNSD shall have no obligation to pay commissions to Producer. UNSD shall pay commissions on fully completed applications that are submitted to UNSD by the Producer during the term of the Agreement, provided that UNSD determines that the applicant is eligible for membership in the applicable Medicare Plan. The commission schedule must be approved by CMS and follow CMS chargeback regulations. Commissions will be based on the applicant's enrollment date. UNSD's determination regarding whether the applicant is eligible shall take into account enrollment data received from CMS. No commissions shall be payable on any application not accepted by UNSD. However, in the event that UNSD terminates this Agreement for cause, as a result of a breach of this Agreement, due to violation of Section VIII of this Agreement or unpaid indebtedness, by the Producer, UNSD shall not be obligated to pay any further commissions or renewals. Producer understands and accepts that this Agreement may be terminated for cause if Producer does not pay to UNSD or assignee any and all amounts due for chargebacks, advance repayments, cancellations or rescissions within 30 days of notification by UNSD or assignee that monies are due.

Upon termination of this Agreement for whatever reason,

VIII. COMPLIANCE WITH APPLICABLE LAWS.

- A. The Producer warrants that the services performed under this Agreement shall comply with all applicable federal, state and local laws and regulations, and shall comply with all requirements thereunder, including annual requirements of CMS and other applicable agencies or entities.
- B. The Producer's performance under this Agreement shall be conducted with due diligence and in full compliance with the highest professional standards in the industry. The Producer shall comply with all The Parties policies and procedures, applicable laws, rules and regulations in the course of performing the Services.

IX. PRODUCER REPRESENTATION.

Producer is authorized by this Agreement to act on behalf of the Parties solely to conduct approved and regulatory compliant marketing and sales activities for membership into the Parties' Medicare Advantage plans. Producer and the Parties understand and agree that this contract is sufficient evidence of Producer's assignment to the hierarchy of UNSD.

X. REMEDIES IN THE EVENT OF BREACH

In the event of a breach by the Producer of any of the covenants of this Agreement, UNSD shall be entitled to:

- (1) Obtain an injunction enjoining any violation or threatened violation of the covenants herein for the benefit and protection of UNSD;
- (2) Obtain an injunction compelling the performance

by Producer of all obligations and covenants owed to UNSD under this Agreement;

- (3) Withhold from Producer and not pay to Producer any sum otherwise payable by UNSD or its assignees to Producer, including without limitation, any such sum attributable to commissions or renewals.

XI. GENERAL.

- A. Notices. All notices, requests and other communications hereunder must be in writing and will be deemed to have been duly given only if delivered personally against written receipt, or by facsimile transmission against facsimile confirmation, or by email against confirmation of receipt (but only if a copy is also sent by first class United States mail (postage prepaid) on the same day or on the next business day), or mailed by internationally recognized overnight courier prepaid, to the parties at the following addresses or facsimile numbers:

If to UNSD to:

Universal Healthcare Senior Division, LLC
2536 Countryside Blvd., 6th Floor
Clearwater, FL 33763

If to the Producer:

Information provided on Producer data sheet.

All such notices, requests and other communications will (i) if delivered personally to the address as provided in this Section XI(A), be deemed given upon delivery, (ii) if delivered by facsimile transmission to the facsimile number as provided for in this Section XI(A), be deemed given upon facsimile confirmation, (iii) if delivered by email to the email address as provided for in this Section XI(A), be deemed given upon confirmation of receipt (provided that a copy is also sent by first class United States mail as provided for in this Section XI(A), and (iv) if delivered by overnight courier to the address as provided in this Section XI(A), be deemed given on the earlier of the first business day following the date sent by such overnight courier or upon receipt. Any party from time to time may change its address, facsimile number or other information for the purpose of notices to that party by giving notice specifying such change to the other party hereto.

- B. Entire Agreement; Modification. This Agreement and Attached exhibits constitutes the entire Agreement among the parties with respect to the Services. This Agreement supersedes all prior Agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. Whenever possible, UNSD will provide written notification of amendments or modifications 30 days prior to effective date of amendment or modification, however, UNSD reserves the right to amend or modify immediately as is required or directed to maintain regulatory compliance. This Agreement cannot be

changed by any oral promise or statement by whomsoever made, and no written modification or change will bind the Parties unless it signed by the President or Managing Member, and expresses intention to modify or change this Agreement.

- C. Waiver. Any term or condition of this Agreement may be waived at any time by the party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the party waiving such term or condition. No waiver by any party of any term or condition of this Agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of this Agreement on any future occasion. All remedies, either under this Agreement or by law or otherwise afforded, will be cumulative and not alternative.
- D. No Assignment; Binding Effect. Neither this Agreement nor any right, interest or obligation hereunder may be assigned (by operation of law or otherwise) by Producer without the prior written consent of UNSD and any attempt to do so will be void. Subject to the preceding sentence, this Agreement is binding upon, inures to the benefit of and is enforceable by the parties hereto and their respective successors and assigns.
- E. Survival. Notwithstanding anything to the contrary contained in this Agreement, the provisions of Section II H, Section II I and Section IV hereof shall survive the termination or expiration, for any reason, of this Agreement.
- F. Headings. The headings used in this Agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof.
- G. Severability. Any term or provision of this Agreement that is invalid, illegal or unenforceable in any situation in any jurisdiction shall not affect the validity, legality or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If such invalidity, illegality or unenforceability is caused by length of time or size of area, or both, the otherwise invalid provision shall be, without further action by the parties, automatically amended to such reduced period or area as would cure such invalidity, illegality or unenforceability; provided, however, that such amendment shall apply only with respect to the operation of such provision in the particular jurisdiction in which such determinations are made.
- H. Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Florida, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Florida.

I. Jurisdiction; Venue. All actions and proceedings arising out of or relating to this Agreement and not subject to arbitration shall be heard and determined in any Florida state court in Pinellas County, Florida, or federal court sitting in the city of Tampa, Florida, and each party hereby irrevocably accepts and consents to the exclusive personal jurisdiction of those courts for such purpose. In addition, each party hereby irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Agreement or any judgment entered by any court in respect thereof brought in any state or federal court sitting in the county of Pinellas, Florida, and further irrevocably waives any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum.

J. Waiver of Trial by Jury. In any action or proceeding arising herefrom and not subject to arbitration, the parties hereto consent to trial without a jury in any action, proceeding, or counterclaim brought by any party hereto against the other or their successors in respect of any matter arising out of or in connection with this Agreement, regardless of the form of action or proceeding.

K. Counterparts; Facsimile Execution. This Agreement may be executed and delivered (i) in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument, and/or (ii) by facsimile, in which case the instruments so executed and delivered shall be binding and effective for

L. Indemnification. The Producer agrees to indemnify, defend, and hold UNSD harmless from and against any and all claims, damages, costs, losses, and expenses, including, without limitation, reasonable attorney's fees and costs of settlement or defenses, for all acts or for those arising out of or relating to the actual or alleged negligent or actual or alleged willful misconduct of the Producer and employees or agents of the Producer with respect to their obligations under this Agreement.

M. Accounting. UNSD shall have the right to inspect and copy (at its own expense), and the Producer shall make available at its primary offices for such purposes, all records reflecting business placed with UNSD of the Producer, or its Agents, including the hierarchy of Agents and the policies written by such hierarchy, which arose, directly or indirectly, from the efforts of the Producer. Such inspection shall be granted within thirty (30) days of written request by UNSD for same and shall be conducted during normal business hours. The above shall not be requested more frequently than once a year.

The Producer hereby acknowledges they have read and understood all parts of this Agreement including all relevant attachments. The Producer also acknowledges and understands UNSD may add to, remove from or amend any section of this Agreement or attachments. The Producer will be held accountable for all new information, rules or regulations.

I, _____, have had the opportunity to thoroughly read and analyze this Agreement. I fully understand all the terms and conditions and agree to them without reservation. I have been afforded an opportunity to discuss this Agreement with my attorney and have declined to do so.

IN WITNESS WHEREOF, UNSD and the Producer have executed this Agreement as of the date first written above.

GUARANTEE BY OFFICERS OR PARTNERS

If the Producer is a corporation or partnership, each of the undersigned, in consideration of the company executing this Agreement, represents to the Company that the principal stockholders or partners of the Agency, with the percentages of interest in the total ownership of the Agency, are as follows, and does hereby personally and severally guarantee the performance of all terms, liability and responsibility for any default in such terms, conditions, covenant, and/or amendments.

X _____	Signature	_____	Print Name	_____	Title	_____	% Interest
X _____	Signature	_____	Print Name	_____	Title	_____	% Interest
X _____	Signature	_____	Print Name	_____	Title	_____	% Interest

Producer

X _____
 Printed Name: _____

<p>Universal Healthcare Senior Division, LLC Internal Use Only</p> <p>X _____</p> <p>Printed Name: _____</p> <p>Title: _____</p>
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PROFESSIONAL PROFILE

Your Personal Information:

FIRST NAME: _____ MI: _____ LAST: _____
MALE: _____ FEMALE: _____ D.O.B.: _____ SS# (REQUIRED): _____ - _____ - _____
RESIDENCE STREET:(must be physical street address): _____
CITY: _____ STATE: _____ ZIP: _____ COUNTY: _____
DAYTIME PHONE: _____ CELL PHONE: _____
BUSINESS NAME: _____
SHIPPING ADDRESS (no P.O. Box): _____
CITY: _____ STATE: _____ ZIP: _____ COUNTY: _____
INSURANCE LICENSE #: _____ Fax Number: _____
E-MAIL ADDRESS: _____

Licenses Held/Permission to Appoint: Required

I am contacting as a(n): Individual/Sole Proprietor _____ Corporation _____ Partnership _____
Federal Tax ID: _____
I give Universal Healthcare Senior Division, LLC permission to appoint me as required in the following state(s) _____
I will be conducting business in: _____
I hold the following licenses: _____ Health _____ Life & Health _____ Life, Health & Variable Annuity _____
(Attach copies of your Accident & Health license(s) for the applicable state(s) listed above and be sure to include agency license if contracting as Corporation.)

Assignment of Commissions: (if contracting as corporation with no agency license complete)

I permit Absolute Assignment of Commission: No _____ Yes _____ TO: _____
Signature: _____ Corporate ID#: _____

Compliance History: Please read and answer each question. Attach detailed explanations in writing for any answer of

1. Have you ever been convicted of or pleaded guilty or nolo contendere (no contest) to: Yes No
a. Fraud, embezzlement, forgery, false statements, counterfeiting, extortion, or any other act involving the misappropriation of funds? _____
b. A conspiracy to commit any of the above offenses? _____
2. Are you now or have you ever been the subject of ANY complaint, investigation, or proceeding by any Insurance department, the SEC, or any federal or state regulatory agency? _____
3. Do you have unsatisfied judgements or liens against you, or any pending litigation in which you are a defendant? _____
4. Are you currently a party, or in the past ten years, have you been a party, to any lawsuit, arbitration, or civil litigation? _____
5. Have you ever been convicted of a felony or a misdemeanor other than a traffic offense? _____
6. Have you personally or have any businesses in which you had control or an ownership interest been (or currently are) under the Securities Investor Protection Act? _____
7. Has any person ever complained to an insurance department or regulatory agency about your conduct as an agent? _____
8. Has any insurance or security company ever terminated any agency, agent, broker, or representative contract for other than low production? _____
9. Have you ever voluntarily resigned, been discharged, or permitted resignation after allegations were made that accuse you of:
a. Violation investment-related statutes, regulations, rules or industry standards of conduct? _____

I CERTIFY THE FOREGOING ANSWERS, INCLUDING ATTACHMENTS, ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND
Signature: _____ Date: _____

DISCLOSURE OF USE OF CONSUMER REPORTS: As part of its agreement process, Universal Healthcare Senior Division, LLC reserves the right to request consumer reports on prospective agents. From time to time following employment and/or contracting, Universal Healthcare Senior Division, LLC reserves the right to request consumer reports on its agents in connection with their contracts. This may include personal interviews with sources such as your neighbors, friends, associates and/or former employers. Consumer reports and investigatory consumer reports may include information about any of the following: your character, general reputation, personal characteristics, mode of living, education, past employment, credit report, professional credentials or your driving or criminal record. If we request an investigative report, we are required by Fair Credit Reporting Act to notify you within three days after the report is requested, and if you make a written request, we are obligated to disclose to you within five days the nature and scope of the investigation requested.

AUTHORIZATION: I authorize Universal Healthcare Senior Division, LLC to request and obtain one or more consumer reports and/or investigative consumer reports about me for employment and/or contracting purposes.

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Name: _____
(as shown on your income tax return)

Check appropriate box: Individual/
Sole Proprietor Corporation Partnership Other

Address: _____
(number, street and apt. or suite no.)

City: _____ State: _____ ZIP Code: _____

Part I Taxpayer Identification Number (TIN)

Social Security Number: _____ - _____ - _____ or

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. person (including a U.S. resident alien).

**Sign
Here**

Signature of

U.S. Person:

Date:

AUTHORIZATION AGREEMENT FOR ACH CREDITS

(Allows For Electronic Funds Transfer Of Commissions To Your Bank Account)

Company/Individual Name: _____

ID Number: *(Company Tax ID or SSN)* _____

I understand that all advances and commissions due to me will be deposited by the company directly into my account. I (WE) hereby authorize Universal Health Care Senior Division, LLC (hereinafter called "UNSD"), to initiate, credit entries and/or correction entries to our [] Checking [] Savings account (select one) indicated below at the depository named below, herein called DEPOSITORY, to credit the same such account.

DEPOSITORY NAME: _____ BRANCH: _____

CITY: _____ STATE: _____

BANK TRANSIT/ABA NUMBER: _____ ACCOUNT NUMBER: _____

This authorization is to remain in full force until UNSD has received written notification from me (or either of us) of its termination in such time and in such manner as to afford UNSD and DEPOSITORY reasonable opportunity to act upon it.

NAME(S): _____ ID Number: _____
(Company Tax ID or SSN)

SIGNATURE: _____ DATE: _____

SIGNATURE: _____ DATE: _____

!!STOP!!

Listed below are the most common mistakes made when submitting the agent contracting paperwork that is enclosed for **UNIVERSAL HEALTH CARE**. Please take a moment to verify that you have completed all necessary items before submission. If your contract is not complete, it will hold up the issuance of your writing number subsequently affecting pay of commissions.

The most common mistake holding up commissions are **MISSING SIGNATURES**. It takes **4 SIGNATURES** to complete contracting. Please read below the most common mistakes made in the contracting process prior to submitting your paperwork.

Page 2 - Enter your information into paragraph one ('Agreement').

Page 7 - **SIGN** your name in the space indicated on the bottom left hand corner of the page stating that you are executing this agreement with UNSD. You **DO NOT SIGN** in the space marked for Universal Health Care Senior Division located on the right side of the page.

W-9 - Please complete in its entirety then **SIGN AND DATE**.

Voided Check - Please return a copy of a voided check that coincides with the ACH agreement information.

Insurance License - Please return a legible copy of your insurance license for any/all states in which you wish to produce in.