

MERCHANTS BENEFIT ADMINISTRATION AGENT/PRODUCER AGREEMENT

This Agreement is entered into this ____ day of _____, 20____, by and between Merchants Benefit Administration, Inc. ("MBA, Inc."), an Arizona Corporation located at 7077 E. Marilyn Road, Building 1, Scottsdale, AZ 85254 and _____ (hereinafter referred to as Agent).

Agent Information: (Please print or type clearly)

Pay to (Check One):	Agent <input type="checkbox"/>	Agency <input type="checkbox"/>
Name:		
Contact:		
Street Address:		
City:		
State:		
Zip:		
Telephone Number:		
Fax Number:		
EMAIL:		
Federal Tax ID		
SSN:		
Birthdate:		
E & O Carrier:		
E & O Exp. Date		
Coverage Amt.:		
Deductible Amt.:		
General Agent:	Stephens-Matthews	

Product Selection:

The product(s) selected here will be the product(s) covered under this Agreement.

- ☐ Multiflex Dental and Vision
- ☐ Seniors Choice Group Retiree Medical & Part D

Required Documentation:

1. License(s): Agent shall provide and maintain current Agent/Agency license(s) for any state in which Agent wishes to sell any MBA product.
2. E&O declaration page: Agent shall provide and maintain Errors & Omissions (professional liability) insurance coverage in the amount of One Million Dollars per claim with a One Million Dollar aggregate and a deductible no greater than \$25,000. Agent shall provide current declarations pages for such coverage to MBA, Inc. on a yearly basis or as requested by MBA, Inc. Further, Agent shall promptly notify MBA, Inc. in the event that such Errors & Omissions coverage is terminated.
3. W-9: all commissions will be paid based on the information provided on the W-9 and must match the name listed on the license and E&O declaration page.

RECITALS

WHEREAS, MBA, Inc. has been authorized by various insurance companies to administer, market and distribute products covered under this Agreement;

WHEREAS, MBA, Inc. is interested in contracting with Agent for assistance with preparation of proposals for clients of the Agent, and assistance with servicing individual insurance plans/programs covered by this Agreement; and

WHEREAS, Agent is interested in contracting with MBA, Inc. under the terms and conditions contained in this Agreement.

NOW THEREFORE, the parties hereto, based upon the mutual promises and representations contained herein, agree to the following terms and conditions:

I. Agent Responsibilities:

A. Agent Administration:

1. Agent shall provide prompt service to those participants participating in insurance programs offered through MBA, Inc. for which Agent is being paid commissions under this Agreement. Agent shall cooperate fully with MBA, Inc. to ensure prompt and courteous service to participant.
2. Agent shall provide additional services as necessary to ensure the efficient administration of policies issued through MBA, Inc. and as reasonably requested by MBA, Inc. or insurance carriers.

B. Indemnification and Premium Refund:

1. Each party (the "Indemnifying Party") will defend and indemnify the other party (the "Indemnified Party") from and against liability, including the costs of defense (including reasonable attorneys' fees), settlements, and damages, imposed on the Indemnified Party by law which are sustained by policyholders to the extent directly caused by the fraudulent or negligent acts or omissions of the Indemnifying Party except to the extent the Indemnified Party:
 - a. Caused or contributed to such liability by its own fraudulent or negligent acts or omissions;
 - b. The Indemnified Party shall notify the Indemnifying Party promptly of any claim or suit against the Indemnifying Party or the Indemnified Party; provided that the Indemnified Party's failure to satisfy the notification requirement only relieves the Indemnifying Party of its indemnification obligations hereunder only to the extent the Indemnifying Party has been actually prejudiced by the Indemnified Party's failure to give notice as required.
 - c. The Indemnifying Party shall control any investigations, settlement or defense of such indemnification claim in a diligent manner and shall not settle or compromise a claim without the consent of the Indemnified Party, and the Indemnified Party shall not unreasonably withhold its consent.

C. Advertising, Communication & Marketing Materials:

Agent shall obtain written approval of any and all advertising and/or marketing materials in advance of their uses. For purposes of this paragraph, "marketing materials" means any and all written correspondence or documentation which references any MBA product, MBA, Inc. and/or any insurance carrier providing products through MBA, Inc. and which is intended to solicit, negotiate or effectuate individuals for insurance coverage. Such materials include but are not limited to: brochures, letters, presentations, postcards, fliers, facsimiles, applications or any other descriptive literature.

D. Authority:

1. Agent shall have no authority and shall not enter into any agreement in the name of MBA, Inc. or any insurance carrier offering products through MBA, Inc.
2. Agent shall have no authority and shall not incur debt, expense or liability in the name or on behalf of MBA, Inc. or any insurance carrier offering products through MBA, Inc.

3. Agent shall have no authority and shall not alter, amend, modify or eliminate any policy provision, application, rider or endorsement for policies and insurance products offered through MBA, Inc.
4. Agent shall have no authority and shall not infer or suggest that MBA, Inc. is an insurance carrier or is otherwise authorized to issue insurance contracts.
5. Agent shall have no authority and shall not pay or allow or offer to pay or allow any rebate or inducement for insurance in any manner whatsoever, whether directly or indirectly.
6. Agent shall have no authority and shall not issue any binding receipt for any contributions or premiums paid by or on behalf of participant.
7. Agent shall have no authority and shall not respond to any department of insurance or other regulatory inquiry on behalf of MBA, Inc. and/or insurance carriers offering coverage through MBA, Inc. Any such complaints/inquiries shall be forwarded to MBA, Inc. within 72 hours of receipt. Further, Agent agrees to fully cooperate with MBA, Inc. and/or insurance carrier(s) in preparing responses to the appropriate regulatory agencies.
8. Agent shall have no authority to respond to or settle legal action on behalf of MBA, Inc. and/or insurance carriers offering coverage through MBA, Inc. Any demand letters, complaints, subpoenas or other legal documents relating to products under this Agreement shall be provided to MBA, Inc. (with any supporting documentation) within 72 hours of receipt.

II. Responsibilities of MBA, Inc.:

- A. MBA, Inc. agrees to pay Agent first year and renewal commissions based upon premiums actually paid by participant (net of any administration fees). The term "premium" shall mean the premiums actually paid for benefits provided by the policy and shall only include those sums that have been properly paid by the bank or financial institution where any such check is drawn. The commissions to be paid by MBA, Inc. to Agent are set out in Exhibit A and B attached hereto. Commissions are subject to change at any time with 30 days prior written notice by MBA Inc. or its designee. Commission schedules shall be subject to all terms and conditions of the Merchants Benefit Administration Writing Agent/Producer Agreement.
- B. MBA, Inc. shall pay Agent commissions monthly based upon calculations of premiums paid and negotiated for participant. Commission payments may be subject to adjustment based upon participant's terminations, enrollment changes, administration fees, rate changes, lapses and/or at the direction of the underwriting carrier.
- C. MBA, Inc. reserves the right to reject or decline any application and/or Agent appointment deemed unacceptable in their sole and exclusive discretion.
- D. MBA, Inc. reserves the right to rescind or reform any certificates of coverage and reserve all other underwriting rights.
- E. MBA, Inc. and/or insurance carriers that provide products through MBA, Inc. reserve the right to discontinue, withdraw or modify any plan of insurance or endorsement/rider to any policy or plan of insurance.

III. General Provisions:

- A. This Agreement and any subsequent agreements between the parties hereto shall be governed and construed in accordance with the laws of the State of Arizona. Any action brought to enforce a term or provision of this Agreement shall be brought exclusively in the Maricopa County Superior Court in Phoenix, Arizona. The parties to this Agreement expressly consent to the jurisdiction of such court for the resolution of any disputes arising under this Agreement.
- B. This Agreement shall remain in force and effect until such time that either party provides written notice of its intent to terminate. The parties shall continue to respect their rights and responsibilities under this Agreement up to the termination date. Subject to paragraph E below, unless Agent is indebted to MBA, Inc., Agent shall continue to receive commissions on business written through MBA, Inc. prior to termination of this Agreement.
- C. This Agreement may only be amended or modified upon mutual written agreement by MBA, Inc. and Agent.

- D. If either party is required to institute legal proceedings to enforce a provision of this Agreement, the successful party in such legal proceedings shall be entitled to their reasonable attorney's fees and costs as determined by a court of competent jurisdiction.
- E. MBA, Inc. may terminate the Agreement and cease paying commission if the Agent violates any of the requirements or provisions as stated in this Agreement and fails to cure the violation within thirty (30) days from date the Agent receives, in writing from MBA, Inc. notice that an alleged violation has occurred.

Accepted By:

Agent Name: _____

Signature: _____

Title: _____

Agency: _____

Date: _____

General Agent Name: Stephens-Matthews

Signature: _____

Title: _____

Agency: _____

Date: _____

MBA, Inc.: _____

Signature: _____ Date: _____

Direct Deposit Form

We are pleased to offer you a new payment convenience—*Direct Deposit*. Now you can have your commissions payable by MBA, Inc. automatically deposited in your checking or savings account. **You do not have to change your present banking relationship to take advantage of this service.**

Direct Deposit will help you in many ways.

- Your money is deposited faster—no more waiting for the mail
- It saves trips to your financial institution.
- It saves time in depositing checks—no long lines to wait in.
- It eliminates the possibility of lost, stolen or forged checks.
- It means you get your money deposited to your account even if you are on vacation or away from the office on business or illness.

Direct Deposit is safe, convenient and easy. To take advantage of this service, complete the attached authorization form and return it to MBA, Inc.

The authorization form, which is provided below, gives MBA, Inc. and your financial institution authority to deposit your payment to your account. Simply complete the form in order to take advantage of Direct Deposit.

All you need do is:

1. Complete the authorization form below. Missing information may delay the process of your application.
2. Submit completed form and voided check to:

Mail: MBA, Inc.
Attn: Finance
7077 E. Marilyn Road, Building I
Scottsdale, AZ 85254

Email: directdeposit@mbainc.ws

Fax: (480) 776-5050

AUTHORIZATION FOR DIRECT DEPOSIT

I authorize MBA, Inc. to initiate electronic credit entries to my account each pay period. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law. This authority will remain in effect until I have cancelled it in writing.

Agent Number (optional): _____

Agent/Agency Name: _____

Address: _____

City/State/Zip: _____

Phone Number: _____

Contact Name & Email: _____

Signors Name (Please Print): _____

Signature: _____

Pay Commission to: _____ **Agent** or _____ **Agency**

PLEASE INCLUDE A VOIDED CHECK WITH THIS FORM.

Type of Account: ☐ **checking account** or ☐ **savings**

Financial Institution Name (Please Print): _____

Account Number at Financial Institution: _____

Financial Institution Routing/Transit Number: _____

Financial Institution City and State: _____

PLEASE KEEP A COPY OF THIS AUTHORIZATION FOR YOUR RECORDS.

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.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 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 generally 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.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

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.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.