

welcome

Stephens-Matthews Marketing, Inc

IMG Contract

Important items:

- Complete all enclosed documents and return to our office.
- Include a license copy for each state you want to appoint in.

Return your completed documents via:

Email: sunny@stephens-matthews.com

Fax: 1-888-984-2614

Questions may be directed to our contracting department:

Jessica 1-800-544-8250 x 20908

jessica@stephens-matthews.com

Sunny 1-800-544-8250 x 20904

sunny@stephens-matthews.com



www.stephens-matthews.com



Producer Agreement Checklist

Welcome to IMG!

We are excited that you are applying to become a contracted producer with IMG. Please follow the instructions below so that we can complete your producer application quickly.

Complete Producer Agreement – Please review the entire agreement, then complete the following:

- Select Producer Capacity for International Insurance Products (p.1, section 2)
- Select Producer Capacity for Travel Insurance Products (p.1, section 2)

Exhibit A on pp. 6-9 of the Producer Agreement describes the type of producer you may select. Please review Exhibit A to assist you with your selection.

NOTE: Approval must be received directly from IMG prior to becoming contracted as a Managing General Producer or General Producer.

- Sign and date the Compensation Schedule A to the Producer Agreement (p. 5)
- If you are a Travel Retailer, Complete Exhibit B - Certification of Travel Retailer and Certification of Authorized Travel Retailers Employee Listing (pp. 9-10, Exhibit B)
- Select Producer Capacity for International Insurance Products (p. 11, Exhibit C)
- Select Producer Capacity for Travel Insurance Products (p. 11, Exhibit C)
- Complete Producer Profile Page in its entirety (p. 11, Exhibit C)

Required Additional Documents:

For U.S. Resident Producers

- International Insurance Products – Life & Health or Accident & Health
- Travel Insurance Products – Property & Casualty and/or Travel or Limited Lines Travel (License is determined by state)

For Non-U.S. Resident Producers (Caribbean Only) – Your Insurance License

- International Insurance Products – Copy of license for any non-U.S. jurisdiction checked on Exhibit C

Submit Your Documents: (Producer Agreement, Insurance Licenses, Evidence of E&O or PI Insurance):

- Email to sunny@stephens-matthews.com
- Fax to 888-984-2614

Once IMG receives all required documents and accepts your Producer Agreement, we will send you a Producer Welcome Kit with a copy of all signed documents, a commission schedule for your plans, and a Producer Training Guide with product details.



**INTERNATIONAL MEDICAL GROUP, INC.
PRODUCER AGREEMENT**

This Producer Agreement (this "Agreement") is made between International Medical Group®, Inc. and its affiliates, iTravelInsured, Inc. and International Medical Administrators, Inc., with administrative offices at 9200 Keystone Crossing, Indianapolis, Indiana 46240 (collectively "IMG®"), and the party named as a producer herein ("Producer"), and shall be effective as of the Effective Date set forth below by an officer of IMG.

The parties agree as follows:

1. **IMG Capacity.** The parties acknowledge that IMG acts as managing general underwriter, agent and/or plan administrator for and on behalf of one or more insurance carriers ("its Underwriters") offering the products listed in the compensation schedule with respect to the placement and administration of various individual, family and/or group short-term and/or renewable travel and international insurance coverages effectuated by the issuance of insurance to eligible, qualified and approved applicants ("Insurance").

2. **Producer Capacity(ies) / License(s).** Producer executes this Agreement in the following capacity(ies) (please see Exhibit A for a description of each category and check the appropriate boxes below):

International Insurance Products:

<input type="checkbox"/>	Managing General Producer	See Exhibit A – Managing General Producer
<input type="checkbox"/>	General Producer	See Exhibit A – General Producer
<input type="checkbox"/>	Producer	See Exhibit A – Producer
<input type="checkbox"/>	Affiliate	See Exhibit A – Affiliate

Travel Insurance Products

<input type="checkbox"/>	Managing General Producer	See Exhibit A – Managing General Producer
<input type="checkbox"/>	General Producer	See Exhibit A – General Producer
<input type="checkbox"/>	Producer	See Exhibit A – Producer
<input type="checkbox"/>	Travel Retailer	See Exhibit A & B – Travel Retailer
<input type="checkbox"/>	Affiliate	See Exhibit A – Affiliate

With respect to all jurisdictions in which Producer conducts its business and which require by rule or applicable law that Producer be duly licensed, authorized or qualified as an insurance producer, agency, broker or travel retailer (for travel insurance only) in order to lawfully transact insurance business as contemplated herein ("License Required Jurisdictions"), Producer represents and warrants to IMG: (a) that it is so duly licensed, authorized and qualified as shown on the Producer Profile attached hereto as Exhibit C; (b) that it will maintain such license(s), authority(ies) and qualification(s) in active status and in good standing at all times this Agreement is in effect; and (c) that such license(s), authority(ies) and qualification(s) authorize(s) Producer to transact insurance business as contemplated herein in all such License Required Jurisdictions. The authorities granted by IMG to Producer under paragraph 3 of this Agreement shall only be effective: (i) in License Required Jurisdictions where Producer is duly licensed, authorized, and qualified by the appropriate regulatory agencies or governmental authorities and appointed by the insurer, and (ii) in such other jurisdictions where no such license, authorization or qualification requirements apply.

3. **Authority.** Upon execution hereof by the parties, continuing so long as this Agreement is in effect, and assuming such activities are authorized in writing by the insurer, IMG authorizes Producer to: (a) solicit or refer applications for Insurance and submit same to IMG for consideration, and/or (b) collect initial required premiums thereon and remit same to IMG at the time of application, and/or (c) if requested by IMG, deliver issued Insurance and related materials to eligible, qualified and accepted applicants ("Customers"). All such premiums received by Producer shall be held in a fiduciary and trust capacity for the account of IMG and its Underwriters.

If applicable by its Producer Profile, Producer also will have authority to recruit and recommend to IMG, subject to IMG's express written approval in its sole discretion, additional sub-producers and writing and/or soliciting producers (hereinafter referred to as "Sub-Produced"). At the time of such recommendation, the recruiting Producer will provide IMG the necessary documentation to evaluate the proposed Sub-Producer. Such documentation will include a completed producer agreement for the Sub-Producer (Producer level), a letter of qualification and recommendation from the recruiting Producer, copies of applicable licenses held by the Sub-Producer, and such other documents and information as reasonably requested by IMG.

4. **Limitation of Authority.** It is understood and agreed that Producer and its employees, agents and representatives shall have no authority to, and shall not under any circumstances: (a) approve applications for Insurance; evaluate or accept risks for or on behalf of IMG or its Underwriters; pass upon the insurability of applicants or prospective Customers; or act for, speak for, or bind IMG or its Underwriters in any way; (b) make, alter, waive, amend, or modify in whole or in part any Insurance or any application therefore, or waive, release, compromise or settle any of IMG's or its Underwriters' respective rights, remedies, conditions, limitations, exclusions or requirements thereunder; (c) collect or receive premiums or renewal premiums on Insurance other than the premium required at the time of initial application; (d) endorse, cash, negotiate, or deposit any checks or drafts payable to IMG or its Underwriters; (e) open any bank account or trust account on behalf of, for the benefit of, or containing the name of IMG or its Underwriters or any derivative thereof; (f) advertise or publish any matter or thing which uses any of the names, product names, trademarks, service marks, registered marks, designs or logos of IMG, its Underwriters or their respective subsidiaries, affiliates or related companies without the express prior written consent of IMG (granted or withheld in its sole discretion) and/or the insurer; (g) directly or indirectly induce, cause, or endeavor to induce

or cause any Producer, General Producer, Managing General Producer, Travel Retailer, Affiliate or other person or entity independently contracted with IMG to terminate, default under, breach, or alter its producer contract with IMG; or induce, cause or endeavor to induce or cause any Customer to cancel, replace or lapse an Insurance Product; or (h) do or perform any other act or thing relating to the Insurance, premiums or applications except as expressly authorized herein and/or by the Underwriter.

5. Relationship. The parties agree that Producer acts hereunder solely as an independent contractor and for its own account, and this Agreement does not create and shall not be deemed or construed to create an employer-employee, principal-agent, master-servant, partnership, representative, profit-sharing, or joint venture relationship of any kind between or among Producer (or any Sub-Producer) and IMG or its Underwriters. All acts, omissions and statements made or undertaken by Producer in pursuit of the authorities granted herein are made and undertaken by Producer for its own account and/or as agent and representative of the applicant, prospective applicant, or Customer.

6. Reciprocal Indemnity. Producer agrees to indemnify and hold IMG and its Underwriters harmless from any and all claims, penalties, fines, actions, losses, damages, costs and expenses (including attorneys' fees) (collectively, "Claims") incurred or suffered by or assessed against IMG or its Underwriters arising out of or resulting from any default or breach by Producer hereunder. Likewise, IMG agrees to indemnify and hold Producer harmless from any and all Claims incurred or suffered by or assessed against Producer arising out of or resulting from any default or breach by IMG hereunder.

7. Service. Producer agrees to become informed of the terms, conditions, limits, exclusions and benefits ("Terms") of each Insurance Product for which Producer solicits applications hereunder, as the same may be amended or modified from time to time by IMG and/or its Underwriters in their sole discretion, and to represent and disclose such Terms fully, truthfully and accurately to all applicants, prospective applicants, and Customers. As more fully provided in Exhibit A attached hereto and incorporated herein, Managing General Producers and General Producers must perform certain production and recruitment duties.

8. Compliance. Producer agrees to abide by IMG's and its Underwriters' reasonable administrative procedures and guidelines as disclosed to Producer from time to time. Producer will comply with all laws and regulations imposed by applicable regulatory and governmental authorities; will promptly notify IMG of any complaints, lawsuits, orders, administrative proceedings, licensure matters and other inquiries received from such authorities or from Customers relating to applications solicited and/or Insurance placed by or through Producer hereunder; and will cooperate with IMG in making timely and appropriate responses

9. HIPAA, Privacy Shield and EU Privacy Regulations. Producer recognizes that it has responsibilities under various data privacy and confidentiality laws, possibly including, the EU General Data Protection Regulation (GDPR), the Health Insurance Portability and Accountability Act ("HIPAA"), and any other applicable, state, federal or international rule, law, regulation, order or other authority that binds the parties, and will comply with such obligations with regard to any and all personally identifiable information, personal health information, and/or any and all sensitive, confidential or protected information ("PI") regarding any individual, patient, and/or insured for whom Producer holds, processes, uses or accesses such information ("IMG PI") in all material respects, including, but not limited to, by doing the following:

- a. only use IMG PI as specifically instructed by IMG;
- b. place commercially reasonable safeguards in place to ensure that IMG PI is safe from disclosure, misuse or theft;
- c. assist IMG if IMG is asked to respond to any request or complaint relating to the privacy of any insured or any other individual about whom Producer holds and/or processes PI as a result of this Agreement;
- d. require that any of Producers's agents or sub-contractors that have access to, process, or hold any IMG PI complies with the provisions of this paragraph;
- e. upon notice from IMG or any authorized governmental or regulatory entity, stop and remediate any unauthorized processing of IMG PI; and
- f. provide immediate notice to IMG if Contractor can no longer comply with the provisions of this paragraph.

Further, when Producer functions as a processor within the meaning of GDPR, it shall process all personal information and personal data governed by GDPR and provided by IMG as follows. Processor shall:

- a. only process personal information and data on documented instructions from the controller, including with regard to transfers of personal data to a third country or an international organization, unless required to do so by Union or Member State law to which the processor is subject; in such a case, the processor shall inform the controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;
- b. ensure that persons authorized to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- c. take all measures required pursuant to GDPR Article 32;
- d. comply with GDPR Article 28 when engaging another processor;
- e. taking into account the nature of the processing, assist the controller by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the controller's obligation to respond to requests for exercising the data subject's rights;
- f. assist the controller in ensuring compliance with the obligations pursuant to Articles 32 to 36 taking into account the nature of processing and the information available to the processor;
- g. at the choice of the controller, delete or return all the personal data to the controller after the end of the provision of services relating to processing, and delete existing copies unless Union or Member State law requires storage of the personal data;
- h. make available to the controller all information necessary to demonstrate compliance with the obligations laid down in this Article and allow for and contribute to audits, including inspections, conducted by the controller or another auditor

mandated by the controller; and

- i. immediately inform the controller if, in its opinion, a request or instruction to respond to third-party request for personal information or data infringes this Regulation or other Union or Member State data protection provisions.

10. **Compensation.** IMG will pay compensation to Producer as provided in the attached Compensation Schedule(s) on any Insurance Products issued and/or on applications solicited and submitted by Producer under this Agreement and accepted by IMG, which compensation will be payment in full for all services performed and expenses incurred by Producer and will be subject to charge-back and/or reimbursement with respect to any Insurance Products subsequently rescinded, replaced or cancelled. IMG reserves the right: (a) to accrue and defer, on an annual basis, payment of compensation until a minimum of \$50.00 becomes due, and (b) to modify or amend the Compensation Schedule(s) in its sole discretion at any time and/or from time to time upon 60 days advance written notice to Producer (or such earlier time as provided herein), whereupon the modified or amended Compensation Schedule(s) will supersede and replace any prior Compensation Schedule(s) and will then be controlling under this Agreement. However, no such modification or amendment will apply to then-issued Insurance for which IMG has previously accepted premiums.

11. **Accounting.** IMG will provide Producer monthly statements of compensation payable hereunder, which statements will be deemed approved and accepted by Producer and shall be final and binding unless IMG receives written objection thereto within 90 days of mailing same to Producer's last known address. If IMG or its Underwriters cancels, rescinds or terminates a Insurance Product and refunds premiums previously paid, any compensation previously paid or credited to Producer on the amount refunded will be repaid or re-credited to IMG by Producer, or may be deducted or offset by IMG against any compensation thereafter payable to Producer.

12. **Termination.** This Agreement and the authorities granted to Producer hereunder will terminate:

(a) for cause, immediately upon notice by IMG to Producer, if Producer or any of Producer's employees, agents, or representatives: (i) misappropriates funds from any applicant or Customer or from IMG or its Underwriters; (ii) induces or causes any Producer, General Producer, Managing General Producer, Travel Retailer, Affiliate or other person or entity independently contracted with IMG to cancel or breach its contract with IMG or to otherwise leave its services, or induces or causes any Customer to cancel, replace or lapse a Insurance Product; (iii) interferes with the collection of renewal premiums; (iv) engages in any fraudulent, dishonest, defamatory, deceptive or unlawful act or omission which could or tends to negatively impair the reputation or goodwill of IMG or its Underwriters; (v) is adjudged a bankrupt or executes a general assignment for the benefit of its creditors; or (vi) materially breaches or defaults hereunder, or otherwise acts or fails to act in a manner which could or does prejudice materially the rights or interests of IMG or its Underwriters;

(b) on the date that Producer, IMG or its Underwriters ceases ongoing business operations, is liquidated or dissolved, or is otherwise adjudged by regulatory or judicial authorities to no longer be a validly existing or legally operating entity;

(c) in the event of any order of suspension, revocation or termination of Producer's, IMG's or its Underwriters' respective license, or any order to cease or desist business operations hereunder; and/or

(d) on the date that the agreement between IMG and its insurer terminates.

Notwithstanding the foregoing, this Agreement may be terminated by either party, for any or no reason, without cause; by giving the other party at least 30 days advance written notice. Upon termination of this Agreement, any indebtedness then owed by either party to the other will become immediately due and payable; provided, however, that if this Agreement is terminated by IMG under paragraphs 12(a)(i)-(vi), regardless of what the Compensation Schedule(s) might provide, no compensation of any kind shall thereafter be payable to Producer by IMG with respect to premiums received thereafter, including compensation that would otherwise be considered vested compensation.

13. **Return of Materials.** Upon request by IMG, all application forms, brochures, marketing, sales, promotional and advertising materials, and all other materials and supplies furnished to Producer by IMG or its subsidiaries, insurers, affiliates, or related companies will be promptly returned by Producer to IMG.

14. **Modification of Contract.** This Agreement shall not be assigned or transferred in whole or in part by Producer, nor shall any of Producer's rights, duties or obligations hereunder be assigned or delegated to any third party, without the express prior written consent of IMG. This Agreement may only be modified in writing signed by a duly authorized representative of IMG. Subject to the provisions of paragraph 10 above regarding IMG's right to modify or amend Compensation Schedules upon notice, no amendment or modification of this Agreement will be valid or enforceable unless signed by IMG. Producer will be deemed to have accepted any changes, unless Producer notifies IMG in writing of its objection to the change within thirty (30) days of Producer's receipt of the change notice.

15. **Miscellaneous.** Plural terms used herein shall include the singular, and neuter terms shall include the masculine and feminine, as the context may require. The provisions of paragraphs 5, 6, 11, 13 and 14 herein shall survive the termination of this Agreement.

16. **Choice of Law.** This Agreement will be governed by and enforced in accordance with the law of the State of Indiana, and sole and exclusive venue and jurisdiction for any action, lawsuit or proceeding arising under or concerning this Agreement shall be in a Court of competent jurisdiction located in Indianapolis, Marion County, Indiana.

**COMPENSATION SCHEDULE A
TO THE PRODUCER AGREEMENT**

Subject to the terms and conditions contained in paragraph 9 Of the Agreement (Compensation), beginning on the effective date of this Compensation Schedule, Producer will be entitled to earn compensation according to the percentages and calculation shown below for business in which Producer is identified as the producer of record on and after the effective date below. Compensation may be reduced by the amount of any compensation, override compensation, bonuses, or other amounts owed to sub-producers, assigns, successors, or their estates.

Product	Compensation (%) Certificate Year 1	Renewal Compensation (%) Certificate Years 2 plus	Affiliates <i>Referral Fee Per referral</i>
Patriot Series	10	N/A	N/A
Global Series	15	5	N/A
GEO / GEM & Patriot Group Exchange Annual Plan	6 (Dental 4%)	6 (Dental 4%)	N/A
Travel Insurance Series	10	N/A	\$10 Lite \$12 SE \$25 LX

Compensation for Licensed Producers / Travel Retailers is calculated according to the following formula:

Monthly Gross Premium	Minus applicable premium taxes	Multiplied by compensation percentage	Equals monthly gross compensation
Example: \$1,000	- 70	x 1%	=\$9.30

IN WITNESS WHEREOF, the parties hereto have caused this Revised Compensation Schedule to be executed and made effective by their respective duly authorized officers as of _____ ("Effective Date").

International Medical Group, Inc.

Producer

Signature: _____

Signature: _____

Printed: Amanda Winkle

Printed: _____

Title: Chief Operating Officer

Title: _____

Date: _____

Date: _____

Producer Contract No: _____ (Assigned by IMG)

Effective Date of Producer Agreement: _____ (Determined by IMG)

Account Executive/ Regional Sales Manager: _____

FOR OVERRIDING PRODUCER USE ONLY

This Producer is a Sub-Producer for:

Parent Producer Contract Number: 15885

Name: STEPHENS-MATTHEWS MARKETING, LLC Phone/Fax: (740) 909-6132

Address: PO Box 1208, Beverly, OH 45715

Contact Person: Sunny Ramage

**EXHIBIT A
PRODUCER TYPES**

International Insurance Products

Managing General Producer -- IMG must receive and have on file a copy of your duly issued and effective license (Foreign Country or State + FL resident/non-resident if you wish to receive compensation on business solicited in FL). Agreement allows for sub-producer recruitment but producer must perform certain production and recruitment duties, as described below.

General Producer -- need an applicable license to be commissioned (Foreign Country or State + FL resident/non-resident if you wish to receive compensation on business solicited in FL). Agreement allows for producer recruitment but producer must perform certain production and recruitment duties, as described below.

Managing General Producer and General Producer Production and Recruitment Duties:

- a. Managing General Producer and General Producer shall: (i) actively recruit, train, and engage Sub-producer to submit business to IMG; (ii) be solely responsible for the compensation of your Sub-producer if their commissions are assigned directly to you as their Managing General Producer or General Producer; (iii) agree to indemnify and hold IMG harmless for any losses, costs, liabilities, or damages that are incurred by IMG as a result of Managing General Producer or General Producer failure to promptly or properly compensate sub-producers when commissions are directly assigned to you (iv) add value to the IMG and Sub-producer relationship by actively promoting and marketing IMG to Sub-producer.
- b. A Producer who is not presently contracted with IMG and is requesting to become your Sub-producer must complete an IMG Producer Agreement naming you as their Managing General Producer or General Producer. IMG will not protect any prospective producer as your lead who have not completed an IMG contract requesting to become your Sub-producer.
- c. A Sub-producer who is contracted with IMG under a Managing General Producer or General Producer contract and has written three (3) or more active individual travel plans and/or one (1) or more active group plan with IMG during the prior twelve (12) months must obtain a written release from their current Managing General Producer or General Producer.
- d. A Producer who is contracted with IMG as an Independent Producer and has written three (3) or more active individual travel plans and/or one (1) or more active group plan with IMG during the prior twelve (12) must obtain approval directly from IMG to transfer as a Sub-producer.
- e. A Sub-producer or Independent Producer who is presently contracted with IMG and is requesting to become your Sub-producer must complete a new IMG Producer Agreement naming you as their Managing General Producer or General Producer.
- f. A Sub-producer who is inactive or who has submitted less than three (3) individual travel plans within the prior twelve (12) months or more will be released as Your sub-producer upon request.

Failure to perform the above production and recruitment duties shall be a material breach of this Producer Agreement.

Producer -- need an applicable license to be commissioned (Foreign Country or State + FL resident/non-resident if you wish to receive compensation on business solicited in FL). Agreement does not allow for producer recruitment.

Affiliate:

(a) Affiliate is an independent contractor (and not affiliated with the other party hereto) and has no authority to bind IMG, Underwriters or any other party to any contract or obligation under this Agreement. Nothing in this Agreement is intended to create any agency, partnership, joint venture, or employer/employee relationship. IMG continues to retain the sole, exclusive authority for management of all Insurance, and Affiliate shall only perform those limited duties provided for in this Agreement.

(b) Affiliate shall: (i) refer persons interested in purchasing a Insurance; (ii) comply with all current rules and directives issued by IMG, as amended from time to time, regarding the Insurance and referral of customers; (iii) be acting on its own behalf and responsible for its own expenses incurred in the course of referring customers or complying with any obligation under this Agreement; (iv) use, display or distribute only the current edition of any materials provided or approved by IMG for the sole purpose of referring customers; (v) protect and treat as confidential and proprietary any information relating to operational procedures, business methods, trade secrets, and business concepts of IMG; (vi) not evaluate or provide advice concerning any insurance coverage and may only secure and furnish information for the purpose of referring customers to IMG; (vii) provide written notice, which must first be approved by IMG and the Underwriter, to customers advising them of the relationship of the parties hereto, that insurance is optional, and that any technical questions or evaluation of the coverage must be handled by IMG; and (viii) provide general information regarding Insurance benefits.

(c) Affiliate is a travel retailer or other third party that may offer and disseminate general information regarding the availability of Insurance through IMG, but is not authorized and shall not: (i) bind or commit IMG or Underwriter in any way or in any manner; (ii) make, underwrite, interpret, waive, or modify any terms, rates, conditions or limitations of any Insurance; (iii) have any ownership, copyright, patent, trademark, or intellectual property rights and protections relating to any materials provided by IMG to Affiliate; (iv) investigate, negotiate, adjust or settle any claim or dispute on behalf of IMG or Underwriter; (v) create or incur any indebtedness or

liability on behalf of IMG; (vi) be appointed nor act as an agent of IMG or the Underwriter or hold itself out as a spokesperson for IMG or Underwriter, in any proceeding or inquiry by any regulatory, administrative, or judicial agency or authority; or (vii) sell, solicit, or negotiate insurance in any state unless the person is licensed for that line of authority pursuant to applicable laws.

(d) For each qualified, legitimate lead who is referred to IMG, either because the qualified lead: (a) visits the IMG website from the Affiliate's website or is otherwise directly and electronically referred to IMG by Affiliate and (b) successfully completes an application, IMG shall pay to Affiliate a referral fee in accordance with Affiliate's status as a Tier 1 Affiliate and Schedule A attached hereto and incorporated herein by this reference, whether or not such potential customer is approved for Insurance from IMG. Such referral fees shall be paid to the Affiliate in the month following the date of the referral giving rise to such referral fees. Affiliate acknowledges and agrees that IMG's records will be used to determine whether a qualified lead was referred by Affiliate to IMG and for the calculation of all referral fees hereunder. Transactions qualifying for a referral fee are defined by IMG. IMG may change any referral fee rate upon no less than 7 days written notice with effect on such date as specified by IMG. Affiliate must promote IMG such that Affiliate does not mislead the visitor, and such that the referrals deliver bona fide transactions by the visitor to IMG from the referral. Affiliate shall not cause any transactions to be made that are not in good faith, including, but not limited to, using any device, program, robot, Iframes, or hidden frames. Affiliate may or may not be compensated for transactions where Affiliate or its agent is the visitor. Multiple Leads from the same individual, entity or IP address may be considered non-bona fide transactions. Affiliate shall not earn referral fees for non-bona fide transactions. IMG may apply a debit to Affiliate's account in an amount equal to a referral fee previously credited to Affiliate's account in circumstances of: (i) duplicate entry or other clear error; (ii) non-bona fide transactions; (iii) non-receipt of payment from, or refund of premium to, the visitor by IMG; or (iv) failure to comply with IMG's Insurance terms or other agreement with IMG ("Charge-back"). Charge-backs may be applied to Affiliate's account at any time, including previous payment cycles.

Travel Insurance Products

Managing General Producer -- IMG must receive and have on file a copy of your duly issued and effective license (State Producer or Limited Lines Travel Insurance Producer). Agreement allows for sub-producer recruitment but producer must perform certain production and recruitment duties, as described below.

General Producer -- need an applicable license to be commissioned (State Producer or Limited Lines Travel Insurance Producer). Agreement allows for producer recruitment but producer must perform certain production and recruitment duties, as described below.

Managing General Producer and General Producer Production and Recruitment Duties:

- a. Managing General Producer and General Producer shall: (i) actively recruit, train, and engage Sub-producer to submit business to IMG; (ii) be solely responsible for the compensation of your Sub-producer if their commissions are assigned directly to you as their Managing General Producer or General Producer; (iii) agree to indemnify and hold IMG harmless for any losses, costs, liabilities, or damages that are incurred by IMG as a result of Managing General Producer or General Producer failure to promptly or properly compensate sub-producers when commissions are directly assigned to you (iv) add value to the IMG and Sub-producer relationship by actively promoting and marketing IMG to Sub-producer.
- b. A Producer who is not presently contracted with IMG and is requesting to become your Sub-producer must complete an IMG Producer Agreement naming you as their Managing General Producer or General Producer. IMG will not protect any prospective producer as your lead who have not completed an IMG contract requesting to become your Sub-producer.
- c. A Sub-producer who is contracted with IMG under a Managing General Producer or General Producer contract and has written three (3) or more active individual travel plans and/or one (1) or more active group plan with IMG during the prior twelve (12) months must obtain a written release from their current Managing General Producer or General Producer.
- d. A Producer who is contracted with IMG as an Independent Producer and has written three (3) or more active individual travel plans and/or one (1) or more active group plan with IMG during the prior twelve (12) must obtain approval directly from IMG to transfer as a Sub-producer.
- e. A Sub-producer or Independent Producer who is presently contracted with IMG and is requesting to become your Sub-producer must complete a new IMG Producer Agreement naming you as their Managing General Producer or General Producer.
- f. A Sub-producer who is inactive or who has submitted less than three (3) individual travel plans within the prior twelve (12) months or more will be released as Your sub-producer upon request.

Producer -- need an applicable license to be commissioned (State Producer or Limited Lines Travel Insurance Producer). Agreement does not allow for producer recruitment.

Travel Retailer -- means a business entity that makes, arranges or offers travel services and may "offer and disseminate" travel insurance as a service to its customers on behalf of and under the direction of a Limited Lines Travel Insurance Producer (LLTIP).

Travel Retailers must sign the Certification in Exhibit B attached hereto and incorporated herein by this reference.

"Offer & disseminate" means providing general information, including a description of coverage and price, as well as processing the application, collection premiums and performing other non-licensable activities such as "enrolling" permitted by the state.

"Offer & disseminating" activities include: Dispensing brochures, and other general information, receiving and recording information from a policyholder to give to an insurance producer for his/her response, and delivering insurance policies or insurance cards

As a Travel Retailer; you are responsible for doing the following related to all parties operating under your business location:

- Complete and maintain the required registry of all employees (template provided);
- Attend Travel Retailer Training. This includes initial training session for all existing active employees as well as annual refresher trainings.
- Send copies of your registry of all employees monthly to iTravelInsured; and
- Provide signed certification that all of employees comply with 18 USC 1033 on an annual basis.

Affiliate:

(a) Affiliate is an independent contractor (and not affiliated with the other party hereto) and has no authority to bind IMG, Underwriters or any other party to any contract or obligation under this Agreement. Nothing in this Agreement is intended to create any agency, partnership, joint venture, or employer/employee relationship. IMG continues to retain the sole, exclusive authority for management of all Insurance, and Affiliate shall only perform those limited duties provided for in this Agreement.

(b) Affiliate shall: (i) refer persons interested in purchasing a Insurance; (ii) comply with all current rules and directives issued by IMG, as amended from time to time, regarding the Insurance and referral of customers; (iii) be acting on its own behalf and responsible for its own expenses incurred in the course of referring customers or complying with any obligation under this Agreement; (iv) use, display or distribute only the current edition of any materials provided or approved by IMG for the sole purpose of referring customers; (v) protect and treat as confidential and proprietary any information relating to operational procedures, business methods, trade secrets, and business concepts of IMG; (vi) not evaluate or provide advice concerning any insurance coverage and may only secure and furnish information for the purpose of referring customers to IMG; (vii) provide written notice, which must first be approved by IMG and the Underwriter, to customers advising them of the relationship of the parties hereto, that insurance is optional, and that any technical questions or evaluation of the coverage must be handled by IMG; and (viii) provide general information regarding Insurance benefits.

(c) Affiliate is a travel retailer or other third party that may offer and disseminate general information regarding the availability of Insurance through IMG, but is not authorized and shall not: (i) bind or commit IMG or Underwriter in any way or in any manner; (ii) make, underwrite, interpret, waive, or modify any terms, rates, conditions or limitations of any Insurance; (iii) have any ownership, copyright, patent, trademark, or intellectual property rights and protections relating to any materials provided by IMG to Affiliate; (iv) investigate, negotiate, adjust or settle any claim or dispute on behalf of IMG or Underwriter; (v) create or incur any indebtedness or liability on behalf of IMG; (vi) be appointed nor act as an agent of IMG or the Underwriter or hold itself out as a spokesperson for IMG or Underwriter, in any proceeding or inquiry by any regulatory, administrative, or judicial agency or authority; or (vii) sell, solicit, or negotiate insurance in any state unless the person is licensed for that line of authority pursuant to applicable laws.

(d) For each qualified, legitimate lead who is referred to IMG, either because the qualified lead: (a) visits the IMG website from the Affiliate's website or is otherwise directly and electronically referred to IMG by Affiliate and (b) successfully completes an application, IMG shall pay to Affiliate a referral fee in accordance with Affiliate's status as a Tier 1 Affiliate and Schedule A attached hereto and incorporated herein by this reference, whether or not such potential customer is approved for Insurance from IMG. Such referral fees shall be paid to the Affiliate in the month following the date of the referral giving rise to such referral fees. Affiliate acknowledges and agrees that IMG's records will be used to determine whether a qualified lead was referred by Affiliate to IMG and for the calculation of all referral fees hereunder. Transactions qualifying for a referral fee are defined by IMG. IMG may change any referral fee rate upon no less than 7 days written notice with effect on such date as specified by IMG. Affiliate must promote IMG such that Affiliate does not mislead the visitor, and such that the referrals deliver bona fide transactions by the visitor to IMG from the referral. Affiliate shall not cause any transactions to be made that are not in good faith, including, but not limited to, using any device, program, robot, Iframes, or hidden frames. Affiliate may or may not be compensated for transactions where Affiliate or its agent is the visitor. Multiple Leads from the same individual, entity or IP address may be considered non-bona fide transactions. Affiliate shall not earn referral fees for non-bona fide transactions. IMG may apply a debit to Affiliate's account in an amount equal to a referral fee previously credited to Affiliate's account in circumstances of: (i) duplicate entry or other clear error; (ii) non-bona fide transactions; (iii) non-receipt of payment from, or refund of premium to, the visitor by IMG; or (iv) failure to comply with IMG's Insurance terms or other agreement with IMG ("Charge-back"). Charge-backs may be applied to Affiliate's account at any time, including previous payment cycles.

**EXHIBIT B
CERTIFICATION OF TRAVEL RETAILER**

To iTravellnsured, Inc. (iTI)

The undersigned, an officer or/and owner, shareholder, member, partner, etc. of the entity identified below which is an applicant to become a travel retailer able to offer travel insurance products, hereby certifies under penalty of perjury under the laws of the states in which the organization has offices that the following are true and correct:

1. The attached list of employees of the travel retailer are qualified to offer travel insurance products under the authority of iTI's travel insurance license.
2. No person other than authorized travel retailer(s) employees sell or offer insurance on the organization's behalf.
3. All authorized travel retailer employees have completed the training required pursuant to the laws of the states in which products will be offered and included the types of insurance offered, ethical sales practices, and disclosures to prospective insurance customers as referenced in applicable laws.
4. The individuals identified in the attached listing comply with 18 U.S. C. 1033¹ (<http://uscode.house.gov/browse.xhtml>) and the insurance laws applicable to them.
5. Attached is a current certificate of good standing from the secretary of state's office in the organization's home state (e.g. http://www.in.gov/sos/business/files/COEsamples2011_%282%29.pdf)
6. The attached IRS Form W-9 (<https://www.irs.gov/pub/irs-pdf/fw9.pdf>) lists the organization's legal name, address, and federal tax identification number.
7. If required by a state, attached is documentation from the insurance department showing licensing with that insurance department.
8. The travel retailer acknowledges and understands it is required to update, maintain, and provide iTI annually with the list of certified employees.

Travel Retailer's Name: _____

Other names under which business is conducted: _____

Primary Website & Email Addresses: _____

Telephone Number: _____

Applicant's Signature: _____ Date: _____

Printed Name/Title: _____

Name, office address, e-mail, and telephone number of the person who directs or controls the travel retailer's insurance program if different from above: _____

Certification of Authorized Travel Retailers Employee Listing

Employee Name	SSN or TIN	Email Address	Date Training Completed

¹ It is a criminal offense for an individual who has been convicted of a felony involving dishonesty or breach of trust or any violation of 18 U.S.C. § 1033 to willfully engage or participate in the business of insurance unless that person has first obtained the written consent of the appropriate regulatory official. Further, it is a criminal offense for any person to willfully employ, or willfully permit, such "prohibited persons" to participate in the business of insurance without the required written consent. A "Prohibited Person" may be an officer, director or employee of an insurance agency or an insurance company, an agent, solicitor, broker, consultant, third party administrator, managing general agent, or subcontractor representing an insurance agency or insurance company who engages in or transacts the business of insurance.

**EXHIBIT C
PRODUCER PROFILE**

(For Agencies, Producers and Travel Retailers)

You are requesting a contract with International Medical Group®, Inc. and its affiliates, iTravelInsured, Inc. and International Medical Administrators, Inc. Please check the appropriate product(s) and producer type for each product which you are requesting a contract:

- | | |
|---|--|
| <input type="checkbox"/> International Insurance Products | <input type="checkbox"/> Travel Insurance Series |
| <input type="checkbox"/> Managing General Producer* | <input type="checkbox"/> Managing General Producer** |
| <input type="checkbox"/> General Producer* | <input type="checkbox"/> General Producer** |
| <input type="checkbox"/> Producer* | <input type="checkbox"/> Producer** |
| <input type="checkbox"/> Affiliate | <input type="checkbox"/> Travel Retailer |
| | <input type="checkbox"/> Affiliate |

*License Required: Life & Health or Accident & Health (U.S. State + FL resident/non-resident) (Non-U.S. – Caribbean)

**License(s) Required: Property & Casualty, and/or Travel or Limited Lines Travel (license is determined by state)

If an applicable license is not available for product type requested, the producer type will default to Affiliate (See EXHIBIT A)

Last Name		First Name		Middle	
Social Security Number (if applicable)			Date of Birth		
Agency/Entity Name			Tax ID# (if applicable)		
Resident Address		City	State	Zip	
Business Address		City	State	Zip	
Business Phone		Cell Phone		Fax Number	
Email			Website		
Signature:			Date:		

Preferred Mailing Address (Select One) Business Resident

Please check off the states below, in which you will hold any license(s) as an agency, producer and/or travel retailer.

Please provide a copy of such license(s) for each state checked. If assigning compensation to an agency or corporation, please also provide a copy of the agency license (if applicable). An Applicable license is required for each state that you will be selling and soliciting products.

*Resident and non-resident license is required

<input type="checkbox"/>	AL	<input type="checkbox"/>	AK	<input type="checkbox"/>	AZ	<input type="checkbox"/>	AR	<input type="checkbox"/>	CA	<input type="checkbox"/>	CO	<input type="checkbox"/>	CT	<input type="checkbox"/>	DE
<input type="checkbox"/>	DC	<input type="checkbox"/>	FL*	<input type="checkbox"/>	GA	<input type="checkbox"/>	HI	<input type="checkbox"/>	ID	<input type="checkbox"/>	IL	<input type="checkbox"/>	IN	<input type="checkbox"/>	IA
<input type="checkbox"/>	KS	<input type="checkbox"/>	KY	<input type="checkbox"/>	LA	<input type="checkbox"/>	ME	<input type="checkbox"/>	MD	<input type="checkbox"/>	MA	<input type="checkbox"/>	MI	<input type="checkbox"/>	MN
<input type="checkbox"/>	MS	<input type="checkbox"/>	MO	<input type="checkbox"/>	MT	<input type="checkbox"/>	NE	<input type="checkbox"/>	NV	<input type="checkbox"/>	NH	<input type="checkbox"/>	NJ	<input type="checkbox"/>	NM
<input type="checkbox"/>	NY	<input type="checkbox"/>	NC	<input type="checkbox"/>	ND	<input type="checkbox"/>	OH	<input type="checkbox"/>	OK	<input type="checkbox"/>	OR	<input type="checkbox"/>	PA	<input type="checkbox"/>	RI
<input type="checkbox"/>	SC	<input type="checkbox"/>	SD	<input type="checkbox"/>	TN	<input type="checkbox"/>	TX	<input type="checkbox"/>	UT	<input type="checkbox"/>	VT	<input type="checkbox"/>	VA	<input type="checkbox"/>	WA
<input type="checkbox"/>	WV	<input type="checkbox"/>	WI	<input type="checkbox"/>	WY										

Non-U.S. License Jurisdiction <input type="checkbox"/> Anguilla <input type="checkbox"/> Antigua and Barbuda <input type="checkbox"/> Aruba <input type="checkbox"/> Bahamas <input type="checkbox"/> Barbados <input type="checkbox"/> Bermuda		<input type="checkbox"/> British Virgin Islands <input type="checkbox"/> Cayman Islands <input type="checkbox"/> Canada <input type="checkbox"/> Curacao <input type="checkbox"/> Grenada <input type="checkbox"/> Jamaica <input type="checkbox"/> Saint Kitts and Nevis		<input type="checkbox"/> Saint Lucia <input type="checkbox"/> Saint Martin <input type="checkbox"/> Saint Vincent and the Grenadines <input type="checkbox"/> Trinidad and Tobago <input type="checkbox"/> Turks and Caicos Islands <input type="checkbox"/> Other _____	
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Notice Regarding Background Checks

Before our company may begin processing your appointment and/or license application, we are required by *federal law to ensure that all agents and/or employees we wish to do business with are not convicted criminals or felons. *(Criminal checks are based on the Violent Crime Control Act of 1994). We will notify you if your background report results are unfavorable and we consequently decline your license appointment. In addition, you will be advised to discontinue submission of business to our company and/or service to any of our clients as well.

In the event that the information reflected in the criminal report is incorrect, we will advise you of the protocol to appeal.