



## Independent Producer Agreement

---

This producer agreement is by and between Summit Life Group, LLC, the Producer, individually named below and its affiliated insurance agency (Producer's agency), if applicable, (Collectively the "Producer").

Name (Last, First, MI):

---

Address:

---

Phone:

---

Email:

---

Whereas, Summit Life Group, LLC is a General Producer, Managing General Producer, and/or Broker for insurance carriers under various contracts ("Summit Life Group, LLC Carriers") and has the authority to recommend the appointment of the Producer to sell the insurance products of Summit Life Group, LLC carriers;

And whereas, Producer is an Independent Contractor and desires to be appointed through Summit Life Group, LLC to access such Life insurance products from Summit Life Group, LLC carriers;

Now therefore, in consideration of the foregoing and the mutual provisions hereinafter set forth and for other good and valuable consideration and intending to be legally bound hereby, the parties hereto agree as follows:

- 1) The Producer shall comply with all (I) Federal, State, and Local laws, regulations and rules applicable to the Producer's solicitation of insurance products, and (II) all rules, policies, procedures, and standards which are provided to the Producer by Summit Life Group, LLC or by any Summit Life Group, LLC carrier.
  - a) The Producer shall be fully responsible for monitoring and complying with all Producer information and instructions released by Summit Life Group, LLC carriers with which the Producer is appointed or will request appointment.

## Independent Producer Agreement

---



- b) The Producer shall hold the appropriate insurance license(s) in the state of solicitation and in the state where the application is signed prior to submitting an application for insurance to Summit Life Group, LLC.
  - c) The Producer shall complete pre-contracting or appointment paperwork with the Summit Life Group, LLC carrier prior to soliciting the sale of a product, if required.
  - d) The Producer shall not alter, modify, waive, or amend any of the terms, rates, or conditions of any advertisement, brochures, applications, policies, contracts, or other materials provided to the Producer by Summit Life Group, LLC or any Summit Life Group, LLC carrier unless submitted and approved in writing by Summit Life Group, LLC and/or the Summit Life Group, LLC carrier.
  - e) The Producer shall not create any materials that reference Summit Life Group, LLC or Summit Life Group, LLC carriers unless submitted and approved in writing by Summit Life Group, LLC and/or Summit Life Group, LLC carrier.
  - f) The Producer shall not share commissions or any other compensation (including anything of value to induce the sale of a Summit Life Group, LLC carrier product) with an unlicensed person or entity. Summit Life Group, LLC does not permit rebating, Stranger Owned Life Insurance (STOLI), or Investor owned Life Insurance (IOLI).
- 2) The Producer shall, at all times, maintain liability insurance covering the Producer and the Producer's agents and employees against claims for damages based on actual or alleged profession errors or omissions in an amount and with an insurer reasonably acceptable to Summit Life Group, LLC. Proof of such insurance coverage shall be furnished to Summit Life Group, LLC upon request and Producer shall notify Summit Life Group, LLC immediately if for any reason such insurance coverage ceases to be in effect.
- 3) The Producer agrees that Summit Life Group, LLC has a right of offset against all commission and any other compensation payable by Summit Life Group, LLC to Producer under this agreement or under any other existing or further agreement with Summit Life Group, LLC, as security for the payment of any existing or future debit balance or other indebtedness of Producer to Summit Life Group, LLC. Summit Life Group, LLC may at any time and from time to time, with or without notice or judicial action, exercise such right by offsetting such indebtedness against any commissions and other compensation otherwise due to the Producer. This right of offset shall not be extinguished by the

## Independent Producer Agreement

---



termination of this agreement or any other agreement. The Producer shall immediately repay to Summit Life Group, LLC all compensation received from policies in which premiums have been returned or in which the policy has been subject to recapture or in which Summit Life Group, LLC is otherwise charged back or in which the Producer has been overpaid. The Producer agrees that any reasonable attorneys' fees associated with the collection of such compensation shall be the responsibility of and shall be reimbursed by the Producer to Summit Life Group, LLC.

- a) Producer may qualify for production bonuses and referral bonuses that are paid to the Producer by Summit Life Group, LLC. If the Producer has any debt balance with a Summit Life Group, LLC carrier, the bonus will be applied towards the Summit Life Group, LLC carrier debt and not paid to the Producer.
- b) The Producer will maintain a credit card on file with Summit Life Group, LLC at all times and should the Producer have a debt with Summit Life Group, LLC carriers, Summit Life Group, LLC is authorized to charge the card on file should that debt roll up to Summit Life Group, LLC. Summit Life Group, LLC will make three attempts to collect this debt before charging Producer credit card on file. If the debt is not collected, and no plan is in place, Summit Life Group, LLC will turn the debt over to a collection agency.
- c) Advanced commissions are given on a maximum of 1-3 Summit Life Group, LLC insurance carriers with a max advance of \$1000.00 on some of the Summit Life Group, LLC carriers. If the Producer would like to receive advances on additional Summit Life Group, LLC carriers, Summit Life Group, LLC reserves the ability to request a copy of Producer's credit report to determine if they are eligible for advances. Producer may obtain additional advances over time by managing their debt and business responsibility. If there is not a history of working together between Producer and Summit Life Group, LLC, a credit report may be requested to determine Producer's credit worthiness, at the cost of the Producer.
- d) If Producer carries a debt balance for over 45 days with a Summit Life Group, LLC carrier and/or has debt reported to Vector, Summit Life Group, LLC reserves the ability to adjust additional contracts to "As Earned" commissions. If this Occurs, the Producer may request for advances to be added once the debt with each Summit Life Group, LLC carrier has been paid in full.

## Independent Producer Agreement

---



- e) Summit Life Group, LLC agrees to “release” Summit Life Group, LLC carrier contracts to competing IMO or BGAs at Producer request provided there is not an outstanding debt balance on any Summit Life Group, LLC carrier or directly with Summit Life Group, LLC. All debt rolled up to Summit Life Group, LLC will be collected prior to releasing Summit Life Group, LLC carrier contracts.
  - i) Releases are contingent upon new IMO/BGA signing a reciprocal release stating that should Producer want to rejoin Summit Life Group, LLC, new IMO/BGA will sign the release allowing the transfer.
- 4) Producer certifies that he/she has never been convicted of a Federal or State felony involving dishonesty or breach of trust; or if so, that Producer has received written authorization from the applicable state insurance commissioner specifically referencing Section 1033 of the Violent Crime Control and Law Enforcement Act of 1994, Subsection (3)(2) granting permission to work in the insurance industry.
- 5) Producer will place the sale of insurance products through Summit Life Group, LLC with Summit Life Group, LLC carriers, when Summit Life Group, LLC has provided marketing support, leads, advanced sales, new business or underwriting support on the sale.
- 6) Party to this agreement shall indemnify and hold harmless the other party against any and all claims, actions, damages, losses and liabilities, (including, without limitation, reasonable attorneys’ fees) (collectively losses) arising from (A) any wrongful, unlawful, or tortious act or omission, or allegedly wrongful, unlawful or tortious act or omission , or (B) any failure to comply with any obligation under this agreement, in each case on the part of the indemnifying party or any of the indemnifying party’s agents or employees. Notwithstanding the foregoing, neither party shall be obligated to indemnify the other party for the amounts of any losses which have actually been reimbursed pursuant to errors and omission liability insurance maintained by the other party.
- 7) Producer shall at all times comply with all applicable insurance regulations and all other applicable State and Federal laws and regulations. This includes, but is not limited to:
  - a) Title V of the Gramm-Leach-Bliley Act (“GLB”) (15.U.S.c. 6801, et SEQ);

## Independent Producer Agreement

---



- b) The Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), including its implementing privacy regulations at 45 C.F.R. parts 160-164, and its implementing security regulations at 45 C.F.R. parts 160, 162, and 164;
  - c) The USA Patriot Act of 2001 (Pub.L No. 107-56) Including, without limitation, the requirement to develop and implement "Anti-Money Laundering" programs and "Customer Identification Programs";
  - d) Applicable State and Federal "Do Not Call" laws and regulations, including, but not limited to, the National "Do Not Call" registry rules under the Telephone Consumer Protection Act of 1991 ("TCPA") (47 U.S.c. 227, et SEQ);
  - e) The restrictions on sending commercial faxes found in the TCPA and the regulations enacted the TCPA; and the various State and Federal restrictions on the use of electronic mail and the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (15 U.S.c. 7708) ("Can-Spam Act"). Each party will not use or disclose nonpublic personal information, i.e. personally identifiable.
- 8) Information including, but not limited to financial or health information, that is not publicly available ("Protected Information"), about individuals who seek to obtain or obtain insurance products and/or services through the Producer ("consumers") or who have a continuing relationship wherein the individuals have one or more insurance products and/or services through Producer ("Customers"), except as provided herein;
- a) Each party will treat protected information confidential and access to protected information will be limited to those officers, employees, agents, or representatives of each party who need to use the information in connection with underwriting, claims administration or other servicing of insurance products and/or services for a particular consumer or customer.
  - b) Each party will not use or disclose or permit any of its officers, employees, agents or representatives to use or disclose protected information except:
    - i) As necessary to meet the purpose of this agreement;
    - ii) As authorized by the consumer or customer;
    - iii) As in compliance with each party's then current privacy policy;
    - iv) As required by law; or

## Independent Producer Agreement

---



- v) As otherwise permitted in accordance with applicable Federal and State laws and regulations including, GLB and HIPAA, and the regulations promulgated thereunder
  - c) Producer will not disclose, share, or otherwise distribute non-public information provided within Summit Life Group, LLC password protect portals including commission grids, proprietary systems, marketing plans, business plans, producer training, sales training or scripts, and/or best practices.
  - d) Each party will establish appropriate standards for safeguarding protected information within its control, i.e. Producer will establish his/her own internal security guidelines.
- 9) Producer is responsible to take such steps as shall be necessary to ensure that:
  - a) The information submitted to Summit Life Group, LLC by Producer (including any information contained in any application for any policy) is, to the best of Producer's knowledge (after reasonable inquiry), accurate and complete and;
  - b) Any and all medical information concerning an insured that is submitted to SummitLife Group, LLC in connection with a proposed transaction (including, without limitation, any medical records, exams, laboratory reports, and inspection reports), are the same set of information that was submitted to any life insurance carrier in connection with a proposed issuance of a policy or any annuity company in connection with a proposed issuance of an annuity.
- 10) Producer agrees that Summit Life Group, LLC will have no other involvement in the product sales other than performing the role as General Agency for the Summit Life Group, LLC carriers. By performing this limited role, Summit Life Group, LLC does not make, and specifically disclaims any endorsement or approval of any marketing or sales concept, nor does Summit Life Group, LLC make any representations to producer or any third party regarding tax, legal, or other economic consequences raised by any market or sales concept.
- 11) The Parties agree that Summit Life Group, LLC shall not act as , nor be considered, a promoter of any marketing or sales concept.
- 12) Producer shall not construe any statements made or actions taken by Summit Life Group, LLC or its employees or agents as tax, legal or other advice regarding any marketing or sales concept, and shall not represent to any client

## Independent Producer Agreement

---



or other third party that Summit Life Group, LLC or its employees or agents have given such advice.

- 13) Neither the termination or expiration of this agreement for any reason shall release or operate to discharge any party from any liability or obligation that may have accrued prior to such termination or expiration. In addition, the provisions of sections 3, 6, 8, 11, and 12 of this agreement shall survive the expiration or termination, for any reason, of this agreement, except for reason in which liabilities for either party no longer exist.

### Prevention of Fraud

- 1) Producer acknowledges and agrees that it has an affirmative obligation to prevent fraud by clients and Producer, and Producer shall not take any action or fail to take any action, directly or indirectly, that could mislead or defraud an insurance company or financial institution in connection with the issuance of any policy or annuity (or the financing thereof) and shall use its best efforts to prevent any such fraud by others.
- 2) In connection with the submission of any application, Producer hereby represents and warrants to Summit Life Group, LLC that as of the date of such submission, to the best of its knowledge after reasonable inquiry, the information in any application, and any other information provided by an insured owner or Producer to SummitLife Group, LLC in connection with such application, is accurate complete, correct, and not misleading.
- 3) If at any time Producer becomes aware of any false, incomplete or misleading information contained in any application or would make any information contained in application misleading, Producer will immediately provide written notice to Summit Life Group, LLC.
- 4) Any breach by Producer of this section shall result in immediate termination of producer's relationship with Summit Life Group, LLC.
- 5) Producer understands that in the the event Summit Life Group, LLC has any reason to believe that any false, incomplete, or misleading information has been provided to it or to any insurance company or financial institution, or that Producer or any clients introduced to Summit Life Group, LLC by Producer has taken any action for the purpose of defrauding any insurance company or

## Independent Producer Agreement

---



financial institution, Summit Life Group, LLC will immediately (and without providing any prior notice to Producer) report such conduct to, and assist with any investigation by, the relevant State Insurance Commissioner, such company, or financial institution and/or any other regulator.

- 6) By the Disclosure of Basic contact information above, such information including address, phone number, e-mail address (the "Contact Information"), the Producer Hereby consents to allow Summit Life Group, LLC to use such contact information for marketing purposes.

### Compliance with Health Insurance Portability and Accountability Act (HIPAA) - Business Associate Provisions

#### 1) Definitions

- a) Catch-all definitions: The following terms used in this agreement shall have the same meaning as those terms in the HIPAA rules: Breach, Data, Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
- b) Specific definitions
  - i) Business Associate: shall generally have the same meaning as the term "Business Associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Producer
  - ii) Covered Entity: shall generally have the same meaning as the term "Covered Entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Summit Life Group, LLC.
  - iii) HIPAA Rules: shall mean the privacy, security, breach notification, and enforcement rules at 45 CFR part 160 and part 164.

### Obligations and Activities of Business Associate

- 1. Business Associate agrees to:
  - a. Not use or disclose protected health information other than as permitted or required by the agreement or as required by law;
  - b. Use appropriate safeguards, and comply with subpart C or 45 CFR part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the agreement



## Independent Producer Agreement

---



- c. Report to covered entity any use or disclosure of protected health information note provided for by the agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410 and any security incident of which it becomes aware;
- d. In accordance with 45 CFR 164.502(E)(1)(II) and 164.308(B)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;
- e. Make available protected health information in a designated record set to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.524;
- f. Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations, under 45 CFR 164.526;
- g. Maintain and make available the information required to provide an account of disclosures to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.528;
- h. To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligations; and
- i. Make its internal practices, books, and records available to the secretary for purposes of determining compliance with the HIPAA rules.

### Permitted Uses and Disclosures by Business Associate

1. Business associate may only use or disclose protected health information only as specified below in sections 2 through 4;
2. Business associate may use or disclose protected health information as required by law;
3. Business associate agrees to make uses and disclosures and requests for protected health information consistent with covered entity's minimum necessary policies and procedures;
4. Business associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity, except for the specific uses and disclosures set forth below;

# Independent Producer Agreement

---



## Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

1. Covered entity shall notify business associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect business associate's use or disclosure of protected health information;
2. Covered entity shall notify business associate of any changes in, or revocation of the permission by an individual to use or disclose his/her protected health information, to the extent that such changes may affect business associate's use or disclosure of protected health information;
3. Covered entity shall notify business associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect business associate's use or disclosure of protected health information.

## Permissible Requests by Covered Entity

1. Covered entity shall not request business associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by covered entity. [Include an exception if the business associate will use or disclose protected health information for, and the agreement includes provisions for, data aggregation or management and administration and legal responsibilities of the business associate].

## Term and Termination

1. Term. The term of this agreement shall be effective as of the date of application for signing and shall terminate in writing or on the date covered entity terminated for cause as authorized in paragraph 2 of this section, whichever is sooner.
2. Termination for Cause. Business associate authorizes termination of this agreement by covered entity, if covered entity determines business associate has violated a material term of the agreement and business associate has not cured the breach or ended the violation within the time specified by covered entity. Bracketed language may be added if the covered entity wishes to provide the business associate with an opportunity to cure a violation or breach of the contract before termination for cause

## Independent Producer Agreement

---



3. Obligations of Business Associate Upon Termination.
  - a. Upon termination of this agreement for any reason, the business associate shall return to covered entity [or, if agreed to by covered entity, destroy] all protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, that the business associate still maintains in any form. Business associate shall retain no copies of the protected health information.
  - b. Survival. The obligations of business associate under this section shall survive the termination of this agreement.

### Miscellaneous

1. Regulatory references. A reference in this agreement to a section in the HIPAA rules means the section as in effect or as amended.
2. Amendment. The parties agree to take such action as is necessary to amend this agreement from time to time as is necessary for compliance with the requirements of the HIPAA rules and any other applicable law.
3. Interpretation. Any ambiguity in this agreement shall be interpreted to permit compliance with the HIPAA rules.

### Technology and Platform Fees

1. Summit Life Group, LLC charges a monthly fee of \$99 for Brokerage agents for access to all of our technologies including, but not limited to, our SLG CRM Agency Management System. Registration fee also includes SuranceBay contracting fees, access to all of Summit Life Group, LLC online training, meetings, and insurance carrier resources. It also includes access to order all Summit Life Group, LLC lead programs that are only available to Summit Life Group, LLC contracted agents.
2. Summit Life Group, LLC offers a one-time \$499 initial sign up option that provides full platform access for 12 months (\$689 Annual Savings). If an agent decides to discontinue working with Summit Life Group or is not active during the first 12 months, they will not be able to receive a refund.
3. Summit Life Group, LLC offers additional package discounts for various technology services such as agent websites, social media apps, etc. There are no refunds if an agent decides to discontinue working with Summit Life Group or becomes inactive.

## Independent Producer Agreement

---



4. Technology fees are non-refundable and are non-transferable.

### Leads

1. Leads can only be purchased, delivered and assessed if the technology fee payment is current. If the technology fee is not current, Summit Life Group, LLC will export all leads and clients to a spreadsheet and sent to agent upon request.
2. All leads purchased from Summit Life Group, LLC are required to be sold under Summit Life Group, LLC carrier contracts.
3. All leads purchased through Summit Life Group, LLC are non-refundable, non-transferrable, and non-cancellable.

### Referral Bonuses

1. Summit Life Group, LLC allows Independent Producers to refer cases to a more experienced in-house agent when it best serves their client's needs which may generate a referral bonus or split case.
2. Referral Bonuses apply to Life and Annuity products.
3. Summit Life Group, LLC reserves the ability to pay advanced market sales on an "As Earned" basis.
4. Summit Life Group, LLC reserves the ability for the Summit Life Group, LLC "In-House Career Agents" to write referred cases
  - a. Summit Life Group, LLC reserves the ability to determine the Producer's bonus from the referral cases written by "IN-House Career Agents" at their discretion.
5. Referral Bonus checks are mailed every 2 weeks.
6. Summit Life Group, LLC reserves the ability to pay a \$50 - \$75 Referral Bonus on Final Expense Referral sales.
  - a. The range of \$50 - \$70 is determined based on the type of final expense application that is written (i.e. level, graded, guaranteed issue, card paying, etc.).
7. Referral bonuses will only be paid out after the initial premium has been paid by the client.
8. Referring Producer must have made a "qualified" referral for referral bonus to be considered; ie; Giving only a name and number for another agent to call back is not considered a qualified referral.

## Independent Producer Agreement

---



9. Referral bonuses are paid from Summit Life Group, LLC directly to the Producer who made the referral to an in-house Producer.
10. Referral bonuses are designed to be an extra bonus when the original agent is unable to help the client themselves. Agents should always strive to write the applications themselves whenever it is possible.

### Brokerage 110 Program

1. Producer understands that a Brokerage 110 Producer is an Independent Producer who is contracted at higher commission levels.
2. Producer understands they are responsible for their own marketing and lead purchases.
3. Producer understands that they own their leads and are vested immediately with Summit Life Group, LLC carriers.
4. Producer understands they are initially contracted at the "SLG 110" level with Summit Life Group, LLC carriers. "SLG 110" commission level varies by Summit Life Group, LLC carrier. Exact commission levels can be identified on the "SLG Life Grid" and Carrier Contracts/Websites.
5. Producer understands advanced commissions are given on a maximum of 1-3 final expense carriers initially (typically Americo and or American Amicable). A max advance of \$1000.00 is used for final expense carriers.
  - a. If the Producer would like to receive advances on additional Summit Life Group, LLC carriers, Summit Life Group, LLC reserves the ability to request a copy of Producer's credit report to determine if they are eligible for advances.
6. The producer understands that a higher commission rate can be achieved based on production and managing business and debt responsibility.
  - a. If there is not a history of working together between Producer and Summit Life Group, LLC, a credit report may be requested to determine Producer's credit worthiness, at the cost of the Producer.
7. Producer understands that Summit Life Group, LLC will evaluate overall business quality when determining increases in contracting levels.
8. The producer understands that they must maintain their monthly technology fee (or have pre-paid for the year) in order to maintain access to the SLG CRM system.

### Brokerage 110 Program- Agency Building-Team or Call Center

## Independent Producer Agreement

---



1. Producer understands they may utilize Summit Life Group, LLC technology system and platform to build a downline team of Producers and or open their own call center.
2. Producer understands that all upline Producers must be contracted and in good standing with each Summit Life Group, LLC carrier that their downline Producer(s) are contracted with.
3. Producer understands that if the upline Producer is terminated from a Summit Life Group, LLC carrier for any reason the Producer cannot remain in the upline hierarchy with that particular Summit Life Group, LLC carrier and continue to receive override commission.
4. Producer understands all upline Producers must maintain active non-resident licenses in the states that their downline Producers write in order to guarantee they receive override commissions.
5. Producer understands if an active agency license is not maintained they should contract as an individual with each Summit Life Group, LLC carrier. NOTE: an agency license is typically only required if a Producer is contracting "LOA" Producers and paying out commissions to the downline Producers. If the downline Producers are set up on direct pay by the Summit Life Group, LLC carriers, the upline does not need an agency license in order to receive override commissions.
6. Producer understands all upline Producer are responsible for any unpaid downline Summit Life Group, LLC debt per carrier contract.
7. Producer understands upline Producer may increase their Summit Life Group, LLC carrier contract levels according to the Summit Life Group, LLC promotional guidelines.
8. Producer understands they must be in good standing with all Summit Life Group, LLC carriers and manage their business and debt responsibility to achieve increased contract levels.
9. Producer understands that upline Producers carrying debt balances over 30 days with Summit Life Group, LLC carriers may not be eligible for contract increases until all debt is cleared.
10. Producer understands contract level increases are based on sales volume, business quality, and responsible debt management.

### Annuity Agents and Advisors

1. Agent agrees to write Annuity business through Summit Life Group, LLC insurance carrier contracts when Summit Life Group, LLC system was utilized in

## Independent Producer Agreement

---



the sale, including specific sales support, technology, and various leads; such as pre-set appointments or Seminar Marketing Programs.

Producer Name (Print):

---

Producer Signature:

Date:

---

Summit Life Group, LLC

---

Signature:

Date:

---