

PRODUCER COMMISSION AGREEMENT

ALLIED NATIONAL, INC., 911 Broadway, Kansas City, MO, 64105, a Third Party Administrator for insurance companies that underwrite the insurance coverage referenced below, herein called Allied, and First Party, the Producer named below, in consideration of the following promises and covenants, AGREE AS FOLLOWS:

1. First Party may submit applications for insurance coverage administered by Allied. On issued certificates, First Party will receive as full compensation the commissions provided under the attached Schedule of Commissions.
2. First Party has no authority to make or alter any certificate, to extend the time of payment of monthly charges, to waive or extend any certificate term, provision, obligation or condition, or to receive any monthly charge due on any certificate.
3. First Party shall not place applications until and unless properly licensed (and appointed, if required) by law.
4. Commissions shall be payable to First Party or its legal representative. The Schedule of Commissions may be modified by Allied at any time upon written notice to First Party. No assignment of commissions (earned or accrued, or to be earned or accrued) shall be binding upon Allied without its written consent.
5. Commissions shall be payable with respect to any Employer or Insured unless Allied receives written notice from the Employer or Insured that First Party is no longer authorized to act as their agent.
6. Any monthly charges for issued certificates received by First Party shall be promptly paid to Allied.
7. If for any reason coverage under an issued certificate for which First Party is agent is rescinded, terminated retroactively, terminated early, delayed or otherwise modified, or premiums are reformed or otherwise adjusted, First Party hereby agrees to reimburse any and all excess commissions paid on such coverage or premiums. .
8. Allied may, at any time, deduct from any monies due First Party, any indebtedness of First Party to the insurance company or Allied, together with interest at the maximum legal rate and any collection costs incurred by Allied.
9. This Agreement may be terminated for cause by Allied upon written notice to First Party, if First Party:
 - a) withholds any commissions, monthly charges or other monies due the insurance company or Allied;
 - b) fails to comply with applicable law or regulation, or any policy or procedure of Allied or the insurance company;
 - c) knowingly misrepresents any coverage, product or service offered through Allied;
 - d) knowingly or negligently fails to comply with a material term of this Agreement in any manner;
 - e) defrauds or attempts to defraud Allied or the insurance company;
 - f) has any required license revoked or non-renewed;
 - g) uses any advertising materials not authorized by Allied or the insurance company;
 - h) knowingly furnishes false information, or fails to disclose information, of a material nature to Allied; or
 - i) dies, or is dissolved, liquidated or sold, but such termination will be no sooner than one year following the event.
10. If this Agreement is terminated for cause by Allied, First Party shall not be entitled to any commissions which would otherwise be payable under this Agreement, including renewal commissions, effective as of the date of termination. Either party may terminate this Agreement without cause upon 10 days written notice to the other party.
11. This Agreement constitutes the entire contract between the parties hereto. Any amendment to this Agreement shall be in writing, effective as of the date executed by Allied.
12. Allied retains the right to decline acceptance of any application for coverage, to change or withdraw any insurance certificate, or to change or discontinue any product or service at any time.
13. First Party acknowledges it may receive certain non-public, personal information of individuals insured under coverage administered by Allied ("Clients"). First Party shall:
 - a) securely and privately maintain the confidentiality of all non-public, personal information of Clients ("Client Information") pursuant to applicable state and federal privacy laws and regulations, and covenants and agrees not to use, disclose or in any manner reveal the Client Information other than as necessary for insurance purposes contemplated by this Agreement, to effect, administer or enforce transactions on behalf of and requested by Clients, or to comply with applicable laws or regulations; and
 - b) defend, indemnify and hold Allied harmless from all loss, costs, judgments, settlements, fines, assessments, penalties or other monetary expenditures, including reasonable attorney fees, incurred by Allied, as a direct or indirect result of a violation by First Party of this paragraph 13 of this Agreement.
14. First Party hereby authorizes and consents to receipt of communication from Allied for all purposes as contemplated by and during the term of this Agreement, whether by phone, fax, e-mail, direct mail or any other form of communication.

Effective this _____ day of _____, _____ .

First Party

Producer Name (Please Print): _____ SSN or Tax ID # _____

Signature: X _____ Title: _____ Date: _____

Allied

X _____ Date: _____

Allied National, Inc. Raymond Y. Fushimi, Executive Vice President

Return to: Allied National, Inc.
PO Box 419254
Kansas City, MO 64141-6254

AGENT SCHEDULE OF COMMISSIONS
For all business effective on or after 11/1/07

Commissions are paid only on earned premium. Fees are not commissionable.
 Group size is determined by number of lives at time of issue or renewal.

AIG American General Underwritten Plans

Coverage Type	Group Size	First Year	Renewals
Dental	All Size Groups	10%	10%
Life and Disability, Standard Plan	All Size Groups	15%	10%
Life and Disability, Custom Plan	10 to 24 Lives	15%	10%
Life and Disability, Custom Plan	25+ Lives	12%	8%

American Alternative Insurance Underwritten Plans

Product(s)	Group Size	First Year	Renewal
Cost Saver	2 to 1000	10%	10%
Cost Saver + Major Medical	2 to 50	7%	7%
Premium Advantage No Deductible Health Savings Account	2 to 24	6%	5% only if below minimum volume, see note below.
Premium Advantage No Deductible Health Savings Account	25 to 50	5%	4.5% only if below minimum volume, see note below.
Temporary Medical	NA	15%*	Not Applicable
* TEMPORARY HEALTH BONUS: Any month in which your commission statement includes ten (10) months of commissionable premium for the Temporary Health plan a bonus of 5% of premium will be paid.			

Note: Renewal commissions on Premium Advantage, No Deductible and Health Savings Account are reduced if agent has less than 3 active group cases in force at time of renewal (not applicable in Texas). **All** Allied group plans (health, dental, life and disability) count towards meeting this requirement.

Marketing Organization	Product	First Year	Renewal
Ben-e-lect	Group Health	7%	7%

Guarantee Trust Life Underwritten Plans

Marketing Organization	Product	First Year	Renewal
Sharp Health Plan	Dual Option & Out of Area PPO	7%	7%
	Group Term Life	7%	7%
	Cost Saver Limited Benefit Plan	10%	10%
Healthland	Grower's Plan	5%	5%