



# Power Plan

## Licensing Checklist

Please complete the following contracting papers. Remember to sign in the required areas. The more complete the application, the sooner it will be approved.

Agents Name: \_\_\_\_\_

Appointing Agent / Agency: \_\_\_\_\_

State(s) to be appointed in: \_\_\_\_\_  
 (Please include licenses)

Commission Level (if unknown, call MESSER 866-568-9649): \_\_\_\_\_

<b>Writing Agent Checklist</b>	MESSER Use
Complete application to represent The Power Plan	
Sign Agent agreement	
Sign EFT Form	
Attach all state licenses for appointment states	
Sign W9 Form	

**Please Return by Mail or Fax**  
 MESSER Financial Group - Attn: Contracting  
 4301 Morris Park Dr Charlotte, NC 28227  
 Secure Fax: 800-319-5332 Phone 866-568-9649

<b>For Office Use Only</b>		
Marketing Rep: _____	Date In: _____	Date Out: _____
<i>Notes:</i>		

# CashDoctor.com PRODUCER SALES AGREEMENT

This PRODUCER AGREEMENT ("Agreement") is entered into by and between CashDoctor.com, a Nevada Corporation (CD) and \_\_\_\_\_ ("Producer"),  
Social Security Number \_\_\_\_\_

## 1. RELATIONSHIP AND SCOPE OF AUTHORITY

CD hereby appoints Producer to represent CD and promote its products. The relationship of Producer to CD is that of an independent contractor, and nothing herein shall be construed to create the relationship of employee and employer. Producer is free to exercise his/her own judgment as to the time and manner for performing services required under this Agreement. Producer is also free to exercise his/her own judgment as to the persons from whom Producer will solicit applications and the time and place of solicitation. Producer shall make no representations or commitments of any type to applicants as to the issuance of plan or coverage of specific medical conditions or claims, nor will Producer incur any liability on behalf of CD or any Company. CD shall retain sole and final authority over acceptance of any sub-entities the Producer may seek to appoint.

## 2. COMPENSATION

CD shall pay to Producer the commissions specified in the attached Commission Schedule(s) as compensation in full for all services performed and all expenses incurred by Producer, subject to the terms and conditions of this Agreement. No commission shall be paid to Producer unless and until CD receives payment from the Client. Producer shall be paid only on payments paid to CD on plans approved by CD and personally sold by Producer or by entities appointed by and under the Producer which have applications bearing the Producer's or sub-entity's name. The Commission Schedule(s) and any commissions payable on future business may be modified from time to time by CD upon ten (10) days written notice, which may be contained in the CD Field Bulletin or other written communication.

## 3. TERRITORY

During the term of this Agreement, Producer may solicit throughout the Producer's state of residence and other states as authorized by CD but only if no specific counties are excluded in writing. This territory is not assigned exclusively to Producer. Producer shall not solicit applications in any manner in any state that prohibits the sale of CD products. Upon ten (10) days written notice to Producer, CD may, in its sole discretion, discontinue conducting all or any part of its business within all or any part of Producer's territory or any other territory.

## 4. RESPONSIBILITIES

Producer shall at all times comply with all laws and regulations of the states in which Producer solicits business. Producer shall not rebate any payments or payments to any party. Producer shall be responsible for acquiring and maintaining all licenses in any territory in which Producer solicits, as required by applicable law. Producer shall pay for all of Producer's license fees, appointment fees, bond fees, and fees and taxes required by any federal, state or local government. Producer is solely responsible for the performance, fidelity and honesty of Producer's employees or sub-Producers during the term of their employment with Producer. All funds collected by Producer are held by Producer in trust and are the property of CD, and Producer shall act as fiduciary with respect to those funds, which will in no event be used by Producer for personal, business or other purposes. Producer agrees to work diligently to prevent lapsing and replacement of CD products affected hereunder. All plans written by Producer are and remain the property of CD.

## 5. COMPANY AND CUSTOMER CONFIDENTIALITY

CD and the agent acknowledge that in the course of this agreement they will each gain access to and may gain possession of Confidential information (as defined below). They each agree to keep all Confidential information strictly confidential and not to use Confidential information for any purpose or disclose confidential information to any person or entity (a) during the relationship, except as expressly authorized by and for the benefit of CD and in the course of the Agent's duties or (b) at any time after this relationship terminates. "Confidential Information" shall mean any confidential or proprietary information of CashDoctor.com, CashDoctor™, CashDoctor.com's customers, CashDoctor.com's affiliates or agents, CashDoctor.com's other business relationships. Confidential information includes, but is not limited to, any technical and scientific information, any plans or projections, any customer lists, advertiser lists, supplier lists, customer sales analysis, patient information, price lists, sales presentations and any other NON-PUBLIC information concerning CD's business. Confidential information shall not include: (a) Information disclosed publicly in published material or (b) Information generally known in the industry.

## 6. DUTY TO COOPERATE

At all times during and after this Agreement, CashDoctor.com and the agent agree to perform all tasks and execute all papers necessary or appropriate to grant the other party the full benefits granted in this Agreement or to facilitate the other party securing and enforcing all rights pertaining to this Agreement.

## 7. Non-Competition: CD's competitors

Except with the prior written consent of CashDoctor.com and for a period of 6 months after the agent had ended this agreement. The agent will not directly or indirectly run, operate, control, be employed by, hold an interest in or participate in the management, operation, ownership or control any business if: (a) such business is in competition with CashDoctor.com and (b) if such business is conducted, or if its products are licensed, sold or used with the following geographic area: United States, Canada, Europe & Asia. As used in this agreement "business" includes any corporation, company, association, partnership, limited partnership, or other entity.

## 8. NON-SOLICITATION OF OTHER EMPLOYEES AND AGENTS/ AFFILIATES

Except with the prior written consent of CashDoctor.com, during this agreement with CashDoctor.com and for a period of one year after this agreement ends, the agent will not solicit or have any discussion with any employee or agent/affiliate of CashDoctor.com concerning employment or a business relationship for any business other than CashDoctor.com, and the agent/affiliate will not induce or attempt to influence any employee or agent/affiliate of CD to terminate his or her employment or relationship with CD. Except with prior written consent of the producer / affiliate or where this agreement is terminated by CD for cause, during this agreement and for a period of one year after this agreement ends, CD will not solicit or have any discussion with any employee or producer /affiliate concerning employment or a business relationship for any business other than the agent's. CD will not induce or attempt to influence any employee or producer / affiliate to terminate his or her employment or relationship with the producer / affiliate. For the purpose of this section "terminated for cause" will mean any deliberate act of or by the producer / affiliate to violate this agreement or any part of this agreement.

## 9. TERMINATION

This Agreement shall be for an initial term of one (1) year from the date of execution set forth below and shall automatically renew for an additional one (1) year period on each anniversary date of its commencement unless it is terminated as set forth below. This Agreement may be terminated for any or no reason by either party upon thirty (30) days written notice to the other. In addition CD may terminate this Agreement "for cause" immediately upon mailing written notice to Producer's last known address if Producer or any of Producer's employees or sub-producers shall:

A. Commit any fraud in connection with Producer's duties under this Agreement.

B. Violate any of the terms of this Agreement and/or the laws or regulations governing sales in the state or states in which Producer is licensed; and/or any other laws or regulations of such state or the territory which Producer has been assigned.

C. Be convicted of a felony.

D. Publish, distribute or use any circulars, advertising, sales material or other matter referring to CD or its plans without first securing the written approval of CD.

E. Communicate with any CD plan holder for the purpose of replacing a CD plan with a plan from another company.

If this Agreement is terminated for cause, then all of the Producer's rights to any compensation shall be immediately terminated, including but not limited to all commissions and renewal commissions. Forbearance or neglect of the Company to insist upon performance shall not constitute a waiver of any right. Upon termination, the Producer shall immediately deliver to the Company any supplies, records or materials connected with the business of the Company. The Company shall be relieved of any liability to pay any compensation hereunder if this agreement terminates due to the failure of the Producer to return to CD its materials and property. In addition, the Company reserves the rights to pursue appropriate legal action against the Producer to assure the return of its aforementioned materials and property.

#### **10. LIABILITIES OF OVERRIDE PRODUCER**

Any Producer who receives an override commission on another Producer is responsible for the liabilities and debit balances to CD of same Producer(s) from the date the new Producer is appointed by the Overriding Producer with CD. The amount of the account, which is deemed by CD to be uncollectible by CD, and any liability incurred by CD as a result of acts or omissions of such Producers, will be assessed to Overriding Producer. Satisfaction of Overriding Producer's debt incurred as a result of the uncollectible debit balances or other obligations to CD of such Producers appointed by or assigned to Overriding Producer will be achieved by CD retaining any and all of Overriding Producer's unpaid earned commissions and override commissions and other monies due and owing to Override Producer which are unpaid.

#### **11. VESTING OF MONTHLY RENEWAL COMMISSIONS**

Renewal commissions shall become vested in the Producer only in accordance with this paragraph and only if Producer is not in breach or violation of provisions 4, 5 or 11 of this Agreement. Subject to the above, beginning immediately Producer shall be 100% vested. In the event that the Producer's contract is terminated and the Producer's existing plans generate renewal commissions of less than twenty five dollars (\$25.00) in a month, vesting is terminated. Notwithstanding anything to the contrary contained in this Agreement or any other agreement between Producer and CD, commissions will be paid, upon Producer's death, to Producer's heirs, beneficiaries, surviving spouse or estate only to the extent they have vested in Producer before his death, subject, however, to provisions of this agreement.

#### **12. METHOD OF REMITTANCE ON NEW APPLICATIONS**

Producer shall immediately remit to CD payments Producer collects. It is understood and agreed that CD will accept no application unless accompanied by the initial payment. No commission shall be deemed earned until the plan is issued, delivered by Producer, and accepted by the applicant.

#### **13. REINSTATED PLANS AND CONVERTED PLANS**

No commissions shall be paid on lapsed plans. If a lapsed plan is reinstated by Producer, the commission to be paid to Producer shall be determined by CD based on the original effective date of such plan and total premiums received. If the reinstatement of a lapsed plan written by Producer is accomplished by a different CD Producer, Producer shall not be entitled to a commission on the reinstated plan. Reinstatement commissions are to be determined in accordance with the Commission Schedule in effect at the time of reinstatement. Commissions on reinstating, replacement, or conversion of one form of plan to another (or on surrendered plans) are not covered by this Agreement but may be determined by CD on applications submitted.

#### **14. RECORDS AND REPORTS**

Producer shall render such reports and keep such records and business accounts as CD requests. For so long as Producer represents CD, CD will furnish Producer with a monthly statement of Producer's Account and will pay any amount due Producer equal to or in excess of \$25.00. Upon receipt of such statement, Producer shall immediately examine it, and if not satisfied as to its accuracy, Producer shall return such statement and the payment to CD with full particulars of any discrepancy therein within thirty (30) days; otherwise the statement shall be deemed accepted by Producer as true and correct. The Account on the books of CD shall be competent evidence of such Account for all purposes.

#### **15. PRINTED MATERIAL**

CD will furnish Producer with all supplies, applications, circulars and printed matter CD or Carriers deem necessary for doing business under this Agreement. CD may, at its sole discretion, charge Producer for such supplies as published from time to time in CD Field Bulletins or other written communications. Certain Producers, determined at the sole discretion of CD, may be required to pay 100% of the cost of printed materials. Producer agrees not to publish, distribute or use any circulars, advertising, sales material or other matter referring to CD or to CD policies without first securing CD's written approval.

#### **16. REFUNDS/REJECTION**

CD reserves the right, at all times, to reject any application without specifying cause, and to cancel, refuse to renew, or modify any plan. Producer shall promptly refund all monies collected on any application by Producer on which a plan is declined, on any application by Producer on which CD issued a plan not accepted by the applicant, and on any application by Producer for which the payment is refunded.

#### **17. DISCONTINUANCE OF PLAN FORMS**

CD may discontinue or withdraw any plan now or hereafter made available for sale. CD may determine commissions and renewal commissions on any plan not scheduled herein.

#### **18. INDEMNITY**

Producer agrees to indemnify CD and hold CD harmless from any and all expense, costs, cause or causes of action and damages, including attorneys' fees resulting from any wrongful act, omission, statement or representation by Producer, Producer's employees or sub-producers.

#### **19. SURVIVABILITY**

Sections 4, 5, 6, 7, 11, 14, and 15 of this Agreement shall survive its termination for any reason.

#### **20. ASSIGNMENT**

Producer may not, without the express written consent of CD, assign any of its rights or responsibilities hereunder. CD may assign its rights hereunder to a third party, including but not limited to any lender.

#### **21. RECRUITING**

Producer may not, without the express written consent of CD, approach certain prospective Producers for the purpose of recruiting or contracting any national or regional marketing organization, internet based marketing organization or any organization soliciting sales from associations or similar multi-member groups.

#### **22. APPLICABLE LAW**

The validity of this Agreement, its construction, interpretation and enforcement and the rights of the parties hereto shall be determined under, governed by and construed in accordance with the laws of the State of Nevada, without regard to principles of conflicts of law. Producer agrees that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts located in the County of Clark, State of Nevada, or, at the sole option of CD, in any other court in which CD shall initiate legal or equitable proceedings and which has subject

matter jurisdiction over the matter in controversy. Producer waives, to the extent permitted under applicable law, any right that Producer may have to assert the defense of lack of jurisdiction over the person, the doctrine of "Forum non conveniens" or to object to venue to the extent any proceeding is brought in accordance with this paragraph.

**23. PARTIAL INVALIDITY**

If any provision of this Agreement is declared invalid for any reason, the invalidity of the provision shall not affect the validity of any other provision of this Agreement, and all other provisions shall remain in full force and effect. It is declared to be the intention of the parties that they would have executed all other provisions of this Agreement without including any such part or parts, or portions that may, for any reason, be hereafter declared invalid.

**24. ENTIRE AGREEMENT**

This Agreement, together with the other agreements incorporated herein by reference, constitutes the entire agreement between the parties and supersedes and replaces any and all prior agreements between CD and Producer. This Agreement may not be modified, altered or amended except by a writing signed by all parties to this Agreement.

**25. COMMISSION**

Commissions are payable in all years. For the purpose of determining commissions, commissionable premium will include the original plan premium and all subsequent increases. All processing fees, billing fees, administrative fees or association dues are excluded, unless otherwise noted in the schedule below.

Upon submission of those requests by the Producer, submissions to be accompanied by full payment for the services provided through National Alliance of Consumers and Healthcare Professionals (NACHP), the Producer shall become entitled to commission based on the payments received by the Company. Such commissions shall be payable so long as the Producer continues to service the member(s) and is recognized as the servicing Producer by both the member(s) and the Company. All commissions are vested for life and are transferable as long as the business stays in force, pursuant with section 5 and section 7 of the Agreement.

Product	First Year & Renewal
Individual	_____
Group	_____

**26. INTERNET SALES AGREEMENT**

CashDoctor.com (CD) offers the Producer the opportunity to establish links to our retail web site(s) for the purpose of allowing direct client access to online enrollment for products/services offered by or through CD. Such online enrollments shall be credited to Producer's commission account(s) in a manner consistent with sales made by Producer in the conventional non-electronic manner. Only those products/services for which Producer is contracted and/or licensed to sell shall be considered under this agreement. CD may terminate this Agreement immediately upon written notice to Producer via US Post or email if Producer is engaging in marketing or advertising activities that violate State or Federal regulations pertaining to internet activities, or upon receipt of proof that Producer is violating generally accepted ISP rules regarding SPAM, or in the event CD has reasonable concerns that Producer is diluting, tarnishing or blurring the value of CD's or its supplier's trademarks, service marks, and/or trade-names, and/or breach of CD's or its supplier's other intellectual property rights.

- 1) I understand that I may not promote these products/services by sending unsolicited mailings (SPAM).
- 2) I understand that all marketing efforts related to this agreement must be in compliance with all current federal and state legislation (such as the Can-Spam Act).
- 3) I understand that I must submit my promotions, websites, newsletters, search engine listings, and/or other marketing materials to CashDoctor.com™ for approval prior to use or distribution.

Name of Producer: \_\_\_\_\_

Name of agency (if any): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Taxpayer identification number (SS # if individual): \_\_\_\_\_

Signature of Producer: \_\_\_\_\_ Date: \_\_\_\_\_

(If a corporation or partnership, an officer must sign)

**OFFICE USE ONLY**

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

Appointment Code: \_\_\_\_\_ Producer Code: \_\_\_\_\_





# Agent Direct Deposit Authorization

Electronic Funds Transfer (EFT) of Agent Commissions

Direct Deposit to Checking Account Only

**Check one:**

- Add New EFT
  - Change Existing EFT
  - Cancel Existing EFT
- Agent Information – Please Print

\_\_\_\_\_  
Paid TIN Name

\_\_\_\_\_  
Paid TIN Number

\_\_\_\_\_  
Account contact

**Attach a Voided Check Here**  
If you account changes, please submit a new  
Direct Deposit Authorization form

E-mail	Agent Mailing Address	City	State	Zip
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**Bank Information**

Bank Name	Bank Phone
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Bank Address	City	State	Zip
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\_\_\_\_\_  
Name on Bank Account

Checking on Bank Account	Transit/ABA Number
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**Authorization – must be signed by the authorized bank account holder**  
Agent hereby represents and warrants that this request for payment of commissions via EFT is signed by Agent's duly authorized representative. This individual will be the account's contact person and he/she hereby represents and warrants that he/she is authorized to make this request on behalf of the Agent.

I hereby authorize CashDoctor.com or its affiliates to initiate deposits (credits) of my monthly commissions, and/or corrections to the previous credits, to the financial institution listed above. If necessary, CashDoctor.com or its affiliates may process withdrawal adjustments to this account in the event of overpayment. I understand that start and change request may require up to 30 days processing prior to the effective date and during that time NONE of my commission check will be direct deposited. Stop request will take effect in the next process cycle. This authority is to remain in full force and effect until I revoke it by giving 30 days prior written notice to CashDoctor.com, I also understand I will no longer receive a paper statement, but will receive all statements via e-mail.

Authorized Signature	Please Print	Date
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Title (if applicable)	Phone Number
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**Submission Instructions – submit completed Direct Deposit Authorization and voided check:**

Mail: CashDoctor                      Fax: (800) 470-1416  
 3132 W. Post Road  
 Las Vegas, Nevada 89118

Form CD010    Last Revised 11/01/2005

**CashDoctor ONLY**  
 Date Received \_\_\_\_\_ Processed By \_\_\_\_\_  
 Start Date \_\_\_\_\_ Date Completed \_\_\_\_\_

# Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2.</b>	Name	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ .....	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is 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.

Social security number
+

or

Employer identification number
+

**Note:** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

**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 4.)

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

**Note:** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Foreign person.** If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515**, Withholding of Tax on Nonresident Aliens and Foreign Entities).

### Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.