Common Insurance Services Agency _____
14541 Brookhurst St, Ste A7, Westminster CA 92683 Tel. (800) 900-8850 Fax. (866) 515-8850

AGENT CONTACT INFORMATION

Today's Date_____

Personal Information

Last Name: _____ First Name: _____ M.I. _____

SSN: _____ Birthdate: _____

Home Address: _____ Apt# _____

City _____ State _____ Zip _____

Cell Phone#: _____

Email: _____

Mailing Address (if different from Home address):

_____ Apt# _____

City _____ State _____ Zip _____

License Information

Insurance License #: _____ State: _____

Issue Date: _____ Expiration Date: _____

National Producer Number (NPN) #: _____

To find your NPN, go to https://pdb.nipr.com/html/PacNpnSearch.html

Driver's License #: _____ State: _____

E&O Policy #: _____ E&O Carrier: _____

E&O Coverage Amounts _____

E&O Eff. Date: _____ E&O Exp. Date: _____

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DIRECT DEPOSIT AUTHORIZATION FORM

☐ New ☐ Change ☐ Cancel
(Check one box above and complete the entire form below)

Last Name: _____ First Name: _____ M.I. _____

Current Address: _____

City _____ State _____ Zip _____

Social Security Number: _____

Bank Name: _____ Bank Phone: _____

Bank Address: _____

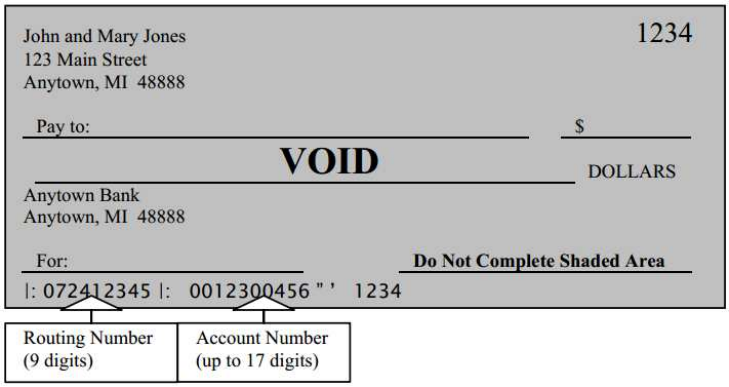
Bank Routing Number: _____

Bank Account Number: _____

Type of Account (must be checked. If left bank will be processed as Checking):

☐ Checking ☐ Savings

For a CHECKING account:
Write VOID on an unused check and attach here.
For a SAVINGS account:
Contact your bank and obtain written verification of your account and routing numbers. Attach that verification to this form



I authorize Common Insurance Services Agency (CISA) to deposit all commission or payroll payments automatically to the account indicated above and, if necessary, to adjust or reverse a deposit for any payroll entry made to my account in error. I agree that the ACH transactions authorized herein shall comply with all applicable U.S. Law. This authorization will remain in effect until cancelled by me with written notification to CISA, or cancelled by the financial institution or CISA, at which time they will notify me by mail at the most current address they have on file for me.

Sign Here: _____ **Date:** _____

Mail or fax this form to:
CISA
14541 Brookhurst St, Ste A7
Westminster, CA 92683
Fax: 1-866-515-8850

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

		–							

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	**Signature of U.S. person**	**Date**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

MAC SELECTION RESOURCES, INC.
(d/b/a Common Insurance Services Agency)

INDEPENDENT PRODUCER'S AGREEMENT

This Independent Producer's Agreement ("Agreement") is made this _____ day of _____, 20 _____, by and between Mac Selection Resources, Inc. a California corporation, d/b/a Common Insurance Services Agency ("General Agent") and _____ ("Producer").

RECITALS

WHEREAS, General Agent desires to engage Producer to solicit applications for Medicare Advantage and Prescription Drug Plans (Plans) as specified in this Agreement; and

WHEREAS, Producer is an independent contractor who desires to solicit individuals for enrollment with Carriers that General Agent represents.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements contained herein, the parties agree as follows:

1. Appointment. General Agent hereby appoints Producer to solicit applications for Medicare Advantage and Prescription Drug Plans (Plans) as specified in this Agreement and subject to the terms and conditions herein. The Producer hereby accepts such appointment. The General Agent may appoint other producers on behalf of the General Agent without liability to the Producer. This Agreement is subject to approval by the Plans, as represented by General Agent for whom Producer will solicit applications.

2. General Agent's Duty. General Agent's duty is to pay a commission to the Producer upon procuring applications as specified in this Agreement. In the event the application of a prospect is accepted by the Plans and approved by the Centers for Medicare & Medicaid Services (CMS) for such coverage, General Agent shall pay Producer the compensation specified in this Agreement. General Agent shall not have an obligation or duty to provide client prospects to Producer.

3. Producer's Duties. The Producer shall:

A. Prior to the solicitation of applications, successfully complete the certification and sales training course conducted by the Plans or its designee. Producer is also subject to periodic monitoring of their conduct and performance relating to the solicitation of the Plans' products to ensure compliance with Federal and State HMO statutes, the Centers for Medicare & Medicaid Services (CMS), the Plans, and General Agent's standards.

B. Use best efforts to offer the Plans' products, as represented by General Agent, to individuals within qualified groups or to individuals in a non-discriminating manner per CMS guidelines.

C. Maintain proper records and accounts of business transacted under this appointment in such manner and form as required by the General Agent and industry practice. Producer shall retain such books and records for at least a period of ten (10) years.

D. Give prompt and courteous service to the Plans' subscribers solicited by Producer and assist them in realizing the benefits provided by their policies or contracts and make every effort to keep such policies and contracts in force.

E. Promptly forward all applications and transmittals to General Agent.

F. Conform to the rules and regulations of CMS, the Plans, and the General Agent including any changes made from time to time. These rules and regulations shall constitute a part of this Agreement.

G. Possess whatever licenses and regulatory approval that is necessary to perform the duties listed herein prior to the performance of said duties.

H. Promptly produce whatever licenses and regulatory compliance as required enabling Producer to perform Producer's duties under this Agreement and to act at all times within the scope of such licenses and regulations.

I. Complete, in a manner satisfactory to the General Agent and the Plans, any training program as may be made available from time to time.

J. Perform all services as listed above and such other services as the General Agent may require in accordance with the General Agent's or the Plans' rules and regulations.

K. Maintain all time Errors and Omissions Insurance (E&O) in the minimum amount of $1 Million / $2 Million, or carrier specified minimum, whichever is greater. General Agent is not responsible to provide E&O Insurance to the Producer. Failure to maintain the appropriate licenses and E&O insurance will result in commissions either being held or forfeited.

4. Limitation on the Producer's Authority. The Producer has no authority, nor shall Producer represent Producer as having such authority, to do any of the following:

A. Hold Producer out as an employee, partner, joint venture, or associate of the General Agent.

B. Hold Producer as an agent of the Plans as represented by General Agent in any other manner or for any other purpose than as specifically prescribed in this Agreement.

C. Alter, modify, waive, or change any of the terms, rates, or conditions of any policies or contracts or advertisements or other promotional literature of the Plans as represented by the General Agent in any respect.

D. Distribute any Plan circular or promotional literature without the prior written authority of the Plans. Nor shall the Producer write any letters or any publications concerning the Plans without first obtaining the written approval of the Plans.

E. Make any misrepresentations or incomplete comparison for the purpose of inducing a policyholder of any company to convert, lapse, forfeit, or surrender such policyholders' insurance therein.

F. Violate any of the State or Federal laws and regulations under which the Producer is appointed to act on behalf of the General Agent.

5. Relationship Between Producer and General Agent. The Producer is acting as an independent contractor only, and not as an employee, partner, joint venture, or associate of the General Agent. The Producer may exercise his own judgment as to the time and manner of performance of his services except that the Producer shall conform to the General Agent's and the Plans' rules and regulations concerning solicitation. The Producer shall pay all expenses including licensing fee and bonding fees in connection with services as a producer and has no authority to incur any indebtedness on behalf of the General Agent.

6. Licensing. The Producer hereby covenants, represents, and agrees that it is licensed to act as a transactor on behalf of the General Agent as required by the state in which the Producer is licensed to do business as a resident agent, broker, or solicitor.

7. Compensation. Producer agrees to accept compensation paid by Plans for applications submitted to and accepted by CMS.

A. Compensation amounts are set by the Plans and CMS per State where the application is submitted and can change from time to time for each year as per the Plans and CMS. Compensation will be paid directly from the Plans or through the General Agent depending on the contract between each Plan and Producer.

B. The Producer shall have no claim for commissions on any business unless the Producer actually solicited and procured the application and the Producer's name appears thereon. In the event that the General Agent's Agreement with the Plan is assigned to a successor General Agent, then upon written consent of the Plan the successor General Agent shall be substituted for and in place of the General Agent under this Agreement and shall assume all liability for payment of the commissions hereunder. Such assumption shall release the General Agent herein from any and all liability therefore. It is agreed that the Producer shall in no event have any claims against the Plans as represented by the General Agent for commissions under this Agreement.

C. It is the intent of this Agreement that the Plans as represented by the General Agent shall pay commissions directly to the General Agent. General Agent is not obligated to pay commissions to the Producer except as specified in this Agreement. General Agent has no obligation to pay commission to Producer if it does not receive payment from the Plan for any application Producer claimed.

D. The Producer must meet all qualification requirements established by Federal and State authorities, as well as the Plans (e.g., properly licensed by the state, authorized by the Plans, etc.) to receive commissions hereunder.

E. The General Agent shall pay any commission accruing under this Agreement five (5) business days following receipt of commissions from the health plan.

8. Indebtedness and Right of Offset. The General Agent shall have the right at all times to offset against any commissions or other compensation payable to the Producer under this Agreement, any indebtedness, chargeback, or liability owed by the Producer to the General Agent or to any Plan arising out of or related to this Agreement.

9. Termination and the Right to Commissions Thereafter. Either party upon at least thirty (30) days written notice may terminate this Agreement without cause. If the Producer is an individual, this Agreement shall terminate upon his death or total disability. "Total Disability" shall mean complete and permanent disability as determined by the General Agent in its sole discretion. Cancellation shall become effective upon the mailing of the written notice of cancellation to the other party at the address provided at Article 19 of this Agreement. The General Agent may terminate this Agreement for cause at any time without prior notice if the Producer shall:

A. Violate any provision of this Agreement;

B. Fail to conform to the rules and regulations of the General Agent and the Plans;

C. Lose his or her license to transact business hereunder;

D. Fail to comply with the State or Federal laws or administrative regulations governing Medicare Advantage and Prescription Drug Plan products;

E. Cease soliciting or writing business on behalf of General Agent;

F. Improperly induce or attempt to induce any policyholder of Medicare Advantage or carriers represented by General Agent to discontinue premium payments on his or her policy or to change coverage;

G. Commit any fraud under this Agreement.

If the General Agent terminates this Agreement for cause, no further commission shall be payable to the Producer after such termination except commissions which have accrued and were payable prior to such termination less any outstanding indebtedness to the General Agent.

10. Breach After Termination. The General Agent shall have the right to terminate all future payments of any sort under this Agreement in the event that the Producer or anyone acting on behalf of the Producer

commits any of the following acts. This provision shall survive the termination of the other terms and provisions of this Agreement. This provision applies in the event the Producer does any of the following after this Agreement is terminated:

A. Improperly induces or attempts to induce any Plans' subscribers as represented by the General Agent to cancel their policy.

B. Induces or attempts to induce after termination of this Agreement any employee of the General Agent to leave its service or to cease soliciting or writing business for the General Agent or to reduce the volume of such business written.

11. No Waiver. The forbearance or neglect of the General Agent to insist upon strict compliance by the Producer with any of the provisions of this Agreement whether continuing or not, shall not be construed as a waiver of any of the General Agent's rights or privileges herein. No waiver of any right or privilege of the General Agent arising from any default or failure of performance by the Producer shall affect the General Agent's rights or privileges in the event of a further default or failure of performance.

12. Discretion. Whenever in this Agreement some action, report, or change must be taken or omitted by the Producer if required or deemed necessary by the General Agent, and whenever the General Agent is given the option to require any act or omission by the Producer, or to take or not to take any action on the Producer's part (including the adoption and promulgation of rules and regulations), the General Agent may act in its sole absolute discretion which shall be final and conclusive.

13. Assignment. Neither this agreement nor any of the commissions, reimbursements or benefits under this Agreement may be pledged, assigned, or transferred by Producer either in whole or in part or in any manner without the prior written consent of the General Agent.

14. Entire Agreement. This Agreement constitutes the entire agreement between the parties. Any prior representations, statements, or agreements between the parties are merged in this Agreement. Any representation, warranty, promise, or condition not expressly incorporated shall not be binding upon either party to this Agreement.

15. Confidentiality. Producer acknowledges that in the course of performing under this Agreement, Producer may receive information concerning subscribers, applicants, commission structures, business methods, and operations of the General Agent and the Plans that is confidential or proprietary, including protected health information and personally identifiable information. Producer shall hold all such information in strict confidence, shall use it solely for the purpose of performing Producer's duties under this Agreement, and shall not disclose it to any third party without the prior written consent of the General Agent, except as required by law or by CMS. Producer shall comply with all applicable privacy and security requirements, including the Health Insurance Portability and Accountability Act (HIPAA) and the Gramm-Leach-Bliley Act. This Section shall survive the termination of this Agreement.

16. Indemnification. Producer shall indemnify, defend, and hold harmless the General Agent, its officers, directors, employees, and the Plans from and against any and all claims, damages, losses, liabilities, penalties, and expenses, including reasonable attorneys' fees, arising out of or resulting from Producer's breach of this Agreement, Producer's negligent or willful misconduct, Producer's violation of any state or federal law or regulation, or any misrepresentation made by Producer to a subscriber or applicant. This Section shall survive the termination of this Agreement.

17. Governing Law and Dispute Resolution. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws provisions. Any dispute arising out of or relating to this Agreement that the parties are unable to resolve informally shall be submitted to binding arbitration in Orange County, California, before a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon the award

rendered by the arbitrator may be entered in any court having jurisdiction. The prevailing party shall be entitled to recover its reasonable attorneys' fees and costs. Nothing in this Section shall prevent either party from seeking injunctive relief in a court of competent jurisdiction to protect confidential information or enforce Section 10.

18. Severability and Amendment. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court or arbitrator of competent jurisdiction, that provision shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions shall continue in full force and effect. This Agreement may be amended only by a written instrument signed by both parties.

19. Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by nationally recognized overnight courier, or mailed by certified mail, return receipt requested, postage prepaid, to the addresses set forth below. Either party may change its address for notice by giving written notice to the other party in the manner provided herein.

To the General Agent:
Mac Selection Resources, Inc.
d/b/a Common Insurance Services Agency
14541 Brookhurst Street, Suite A7
Westminster, California 92683

To the Producer:
At the home address provided by Producer on the Agent Contact Information form, or such other address as Producer may designate in writing.

20. Execution. IN WITNESS WHEREOF, the parties have read and understood this Agreement and have executed it as of the date first written above. Producer certifies that all information provided in this contracting packet is true and complete, and that Producer holds all licenses required to perform the duties described herein.

PRODUCER

Signature: _____

Print Name: _____

License #: _____

NPN #: _____

Date: _____

GENERAL AGENT

Mac Selection Resources, Inc. (d/b/a Common Insurance Services Agency)

By: _____

Print Name: _____

Title: _____

Date: _____