



Agent Policies and Procedures

This **Agent Policies and Procedures** ("Agreement"), effective as of the date subscribed below is entered into by and between Gordon Marketing, an Indiana corporation, with its offices located at 20236 Hague Road, Noblesville, IN 46062 and _____, an individual or business (the "Agent"), including the down line hierarchy of such Agent, if any. The Agent conducts business at the address set forth under such Agent's name on the signature page of this Agreement. Gordon Marketing and the Agent, in consideration of the premises and mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Gordon Marketing and the Agent, agree as follows:

1. Definitions.

- a. "Gordon Marketing Carrier" means any insurance company with which Gordon Marketing has contractually committed, either prior to or after the date of this Agreement, to recruit agents to market and sell insurance products on behalf of such insurance company and with which the Agent is not affiliated with through Gordon Marketing prior to the execution of the Agreement.
- b. Gordon Marketing is, and will be, a party to certain contracts with Gordon Marketing Carriers under which Gordon Marketing recruits, and will recruit, agents for such Gordon Marketing Carriers. The result of such recruiting may be a Carrier Selling Agreement. From time to time, Gordon Marketing Carriers, pursuant to a Carrier Selling Agreement, may advance commissions to the Agent, charge back commissions previously paid to the Agent, lend money to the Agent, or agree to other terms under which the Agent will become indebted to the Gordon Marketing Carrier ("Agent Indebtedness"). In addition to commissions paid by carriers, we may at times pay a bonus based on production. In cases where a bonus and/or override was paid out and the business does not stay in force for any reason during the first 12 months, Gordon Marketing retains the right to charge the agent/agency back 100% of the bonus that was attributable to that case and paid to the agency and/or any down line producer. All production bonus payments will be made by EFT only. This bonus arrangement can be discontinued by Gordon Marketing at any time on a per carrier basis or in its entirety.
- c. Gordon Marketing may, from time to time, be asked by the Gordon Marketing Carrier to guarantee an agent indebtedness or to repay, on behalf of the Agent, the Agent Indebtedness and Gordon Marketing and the Agent, in consideration of the premises and mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Gordon Marketing and the Agent agree as follows:

Initials _____

2. Repayment of Agent Indebtedness.

Gordon Marketing and the Agent agree that the Agent is responsible for the Agent Indebtedness (including any Agent Indebtedness arising from such Agent's down line hierarchy), that the Agent shall repay such Agent Indebtedness pursuant to the terms of the Carrier Selling Agreement or pursuant to any other agreement or arrangement between the Agent and the Gordon Marketing Carrier, and that in the event Gordon Marketing pays to the Gordon Marketing Carrier any amount of the Agent Indebtedness, the Agent shall reimburse Gordon Marketing for such amount within 30 days after receipt of notice from Gordon Marketing. **The Agent agrees to pay all costs of collection, including attorney fees, collection agency fees of 25% incurred by Company or its successors or assigns in collecting any Agent indebtedness.**

3. Independent Contractor.

The Agent agrees that the Agent will perform all services under this Agreement and the Carrier Selling Agreement as an independent contractor. Nothing in the Agreement or in any Carrier Selling Agreement will be deemed to create an employer-employee, partnership or joint venture relationship between Gordon Marketing and the Agent.

4. **In the event you acquire a debit with Gordon Marketing, signing this agreement allows us to vector your account after 60 days delinquency.**

5. Commissions Payment Audit.

Audit appeal requests may be submitted for policies effective in the previous 12 months only.

6. Fee Schedule.

If an audit has been requested and GM was found correct in their payment, a fee of \$35 per hour will be charged to the agent.

7. Photo Release:

I additionally grant Gordon Marketing the right to take, use, adapt, modify, reproduce, transmit, display, broadcast, publish, print, and disseminate, in any manner or medium, now known or later devised, my name, image, likeness and voice (hereinafter, my "Publicity Rights") for the purpose, including but not limited to, promoting and advertising Gordon Marketing and its services. If you do not wish to be included in any photo, please let us know in advance and we will exclude you.

8. Taxes:

Gordon Marketing will follow all IRS regulations and rules regarding trips and incentives. Per the IRS rules, all agents shall receive a 1099 for the value of trips and or incentives.

9. Advances:

Gordon Marketing reserves the right to adjust advances, cancel advances and lower compensation levels based on placement and persistency or from a request by the carrier.

10. Releases:

It is our policy not to grant a release to another organization that does not have a reciprocate release agreement with us. When requesting a release an agent must have no debit owed. When moving contract, no release after July 1→Dec. 31st for Medicare Carriers will be granted. No release will be

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given to any agent/agency who Gordon Marketing has invested marketing funds unless agent returns all monies.

11. Termination Rights:

Gordon Marketing reserves the right to terminate any relationship with an agent or agency at any time.

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Benefit Plans of America, LLC and Signature Estates of Indiana, LLC DBA Gordon Marketing, LLC.

By: Theresa Landers, VP, Chief Compliance Officer

SIGNATURE: _____ **DATE:** _____

Print Agent Name: _____

Agency Name, if you are an agency principle: _____

Address: _____

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