



**THE Medicare Store**  
A Level Four Insurance Company

**PLEASE RETURN CONTRACT  
BY FAX, MAIL OR EMAIL TO:**

**The Medicare Store  
9330 LBJ FREEWAY  
SUITE 350  
DALLAS, TEXAS 75243**

**(800) 460-5567  
FAX: 214-666-3914**

**EMAIL: [carolyn@themedcstore.net](mailto:carolyn@themedcstore.net)**



AMERICAN SENIOR SERVICES INCORPORATED

**REPRESENTATIVE AGREEMENT**

**THIS REPRESENTATIVE AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between:

**AMERICAN SENIOR SERVICES, INC.**, a Florida corporation (“ASSI”); and

\_\_\_\_\_  
 (“**Representative**”)

Representative to indicate by check mark as appropriate:

\_\_\_\_ Individual      \_\_\_\_ Corporation      \_\_\_\_ Limited Liability Company  
\_\_\_\_ Partnership      \_\_\_\_ Other (specify) \_\_\_\_\_

In consideration of the mutual representations, warranties, covenants, and agreements herein contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Appointment. Representative is hereby appointed as a general agent for ASSI, in accordance with the terms, provisions and conditions of this Agreement, for the following purpose:

To solicit and procure, directly by the Representative or through subrepresentatives appointed by the Representative, applications for memberships in ASSI (each a “membership”) on the blank forms of application and using the marketing materials furnished by ASSI;

To collect on behalf of ASSI and remit to ASSI, directly by the Representative or through subrepresentatives appointed by the Representative, such membership dues and other monies as Representative may be so authorized in writing by ASSI to collect and remit, all in accordance with and subject to the policies, procedures, rules and regulations of ASSI.

To assist ASSI, as and when requested, directly by the Representative or through subrepresentatives appointed by the Representative, in interfacing with and servicing ASSI members procured by Representative and/or members procured by subrepresentatives appointed by the Representative, encouraging renewals of membership by such ASSI members and otherwise facilitating communications with such ASSI members.

ASSI reserves the right to institute, alter, or modify prices, marketing and other literature, policies and procedures, rules and regulations and/or the compensation plan from time to time, in its sole and absolute discretion.

Only ASSI, Representatives appointed by ASSI and subrepresentatives appointed by Representatives in a manner consistent with ASSI's policies, procedures, rules and regulations may solicit and procure applications for memberships in ASSI.

2. Subrepresentatives. Representative may, subject to the approval of ASSI, appoint and make contracts with one or more subrepresentatives who may be granted the right and authority to carry out the purposes of this Agreement as an agent of the Representative. Representative will cause all subrepresentatives appointed by Representative to operate so that they at all times conform to the requirements of applicable law and to all of ASSI's policies, procedures, rules and regulations. Representative shall be responsible for the actions of its subrepresentatives, including without limitation the fidelity and honesty of each of its subrepresentatives, and shall indemnify ASSI and hold ASSI harmless against any actions taken by any of the Representative's subrepresentatives in carrying out or seeking to carry out the purposes of this Agreement as an agent of the Representative. If the services of any of the Representative's subrepresentatives shall be deemed unsatisfactory by ASSI, Representative agrees, upon request of ASSI, to terminate the appointment of such subrepresentative.

3. No Exclusive Territory. Representative, directly and/or through its subrepresentatives, will be entitled to solicit and procure memberships within any state in the United States that appears on ASSI's approved list of states, subject to compliance with the other terms and conditions of this Agreement. Representative shall be responsible for keeping apprised of, and keeping its subrepresentatives apprised of, the then current list of ASSI's approved states, it being understood by Representative that states may be added or deleted from time to time, in ASSI's sole and absolute discretion. Representative shall have no primary or exclusive territory and Representative understands and acknowledges that ASSI can be expected to appoint others to solicit and procure memberships within ASSI's approved lists of states and thus Representative and its subrepresentatives will be competing for business with one or more other ASSI representatives and/or subrepresentatives.

4. Independent Contractors. Nothing herein contained in this Agreement shall be construed to create the relationship of employer and employee between ASSI and Representative. It is agreed that Representative is not an employee of ASSI for any purpose, but is an independent contractor for all purposes and in all situations. As an independent contractor, Representative has the right to exercise independent judgment as to time, place and manner of carrying out the provisions of this Agreement. Representative agrees to assume all responsibility with respect to the payment of all income, social security, workmen's compensation, and any other taxes and shall not be considered as having an employee status. Representative shall be responsible for the full payment to third parties of all of the Representative's expenses connected in any manner whatsoever with ASSI and shall indemnify and hold harmless ASSI from and against any such expenses.

Representative shall have no authority hereunder to bind ASSI, except as contemplated by this Agreement or to incur any debts or liability whatever in the name of ASSI.

5. No Authority to Modify ASSI Documents. Neither Representative nor any of its subrepresentatives shall have any authority to make or alter the provisions of any membership package, application or contract issued or provided by ASSI or to waive any of the provisions or conditions thereof.

6. Restrictions on Advertising. Neither Representative nor any of its subrepresentatives shall insert or otherwise place any advertising material respecting ASSI in any publication, including on the INTERNET, without the prior written approval of ASSI, which may be withheld in ASSI's sole and absolute discretion. Any and all promotional ideas or materials, written or otherwise, desired to be utilized by Representative or any of its subrepresentatives, including Internet web sites, must be approved by ASSI in writing prior to use; and ASSI may withhold such approval in its sole and absolute discretion.

7. Licenses. As independent contractors, Representative and each of Representative's subrepresentatives will be responsible for securing and keeping in effect any required license to represent ASSI as an agent in any state or jurisdiction where Representative and/or such subrepresentative elects to engage as an agent.

8. No Solicitation for Other Comparable Home Care Services/Membership Contracts Companies. In further consideration of Representative's appointment with ASSI:

a. Representative, directly and/or through its subrepresentatives, will represent ASSI exclusively in the sale and servicing of comparable non-insurance home care service and membership contracts, agreements or arrangements during the term of his, her or its appointment. Such exclusive representation shall mean that neither Representative nor any of its subrepresentatives will solicit or procure memberships or comparable or competitive non-insurance contracts, agreements or arrangements for companies or persons other than ASSI, either directly or indirectly, without the written consent of ASSI. It is not intended, however, that the solicitation or sale of policies of insurance (such as long term care insurance) on behalf of others shall be a violation of this paragraph; and

b. Neither Representative nor any of its subrepresentatives will engage in a business in any manner similar to, or in competition with, ASSI or ASSI's affiliated business during the term of his, her or its appointment. For these purposes, a business "similar to, or in competition with" means a non-insurance managed care savings card, discount program, association or company that offers the same or similar benefits that are offered by ASSI.

c. Should Representative or any of its subrepresentatives at any time violate any of the restrictions set forth in this Section 8, Representative's right to the payment of continued compensation under this and all other agreements with ASSI shall immediately terminate.

9. Maintaining Reputation; Promoting Business. Representative will maintain a good reputation in all of the ASSI approved states where it seeks to procure memberships, will endeavor to promote the interest of ASSI to the best of its ability and as contemplated by this Agreement, and will so conduct itself as not to affect adversely the business, good standing, or reputation of itself or of ASSI.

10. No Solicitation of Cancellations/Terminations; No Interference with Business Relationships. During the term of this Agreement, Representative agrees (i) not to solicit, induce or persuade, and not to allow any subrepresentative to solicit, induce or persuade, either directly or indirectly, any member of ASSI to cancel or terminate his, her or its membership with ASSI for any purpose including without limitation for purposes of placing that member with another entity that is in the same or similar business as ASSI, (ii) not to solicit, induce or persuade, and not to allow any subrepresentative to solicit, induce or persuade, any other representative of ASSI to cancel or terminate its relationship with ASSI, and (iii) not to interfere with or disrupt, or attempt to interfere with or disrupt, and not to allow any subrepresentative to interfere with or disrupt, or attempt to interfere with or disrupt, any business relationship, contractual or otherwise, between ASSI or any other party, including any member or prospective member of ASSI, any other representative of ASSI, or any supplier, agent or employee of ASSI. Should Representative or any of its subrepresentatives at any time endeavor to solicit, induce or persuade any supplier, agent, employee, or other representative of ASSI to leave his, her or its service or at any time endeavor to solicit, induce or persuade any ASSI member to relinquish his, her or its membership, Representative's right to the payment of continued compensation under this and all other agreements with ASSI shall immediately terminate.

11. Monies and Funds Collected by Representative. All monies and funds coming into Representative's or any of Representative's subrepresentatives possession from members or prospective members as membership dues or considerations for or associated with memberships with ASSI shall be considered monies and funds of ASSI received by Representative in a fiduciary capacity and shall be held in trust for ASSI and immediately remitted to ASSI, in accordance with ASSI's written instructions. If any such monies or funds are not remitted to ASSI, ASSI shall have a first lien on all compensation due or which may become due to Representative to the extent of such monies and funds. ASSI is hereby authorized to deduct the entire amount of such unremitted monies and funds, either before or after the termination of this Agreement, from any compensation due Representative by ASSI.

12. Enrollment Documents, Membership Contracts, Etc. Representative shall forward and shall cause each of Representative's subrepresentatives to forward, according to ASSI's written instructions, enrollment forms, membership contracts, vouchers, drafts, and other valuable papers received by Representative and/or Representative's subrepresentatives on behalf of ASSI.

13. Compliance with Laws. Representative agrees to abide by and to cause each of its subrepresentatives to abide by all the laws, rules, and regulations of any federal, state, city government, department or bureau having jurisdiction over Representative or the subrepresentative, as the case may be, and failure to comply with any said laws, rules, or regulations shall constitute a violation and breach of this Agreement.

14. Confidential Information; Property of ASSI. During the term of and following the termination of this Agreement, irrespective of the time, manner, or cause of the termination, Representative agrees to keep secret and, without express written consent of ASSI, not to use or to disclose, directly or indirectly, to any person, firm, or corporation or allow any of its subrepresentatives to use or to disclose, directly or indirectly, to any person, firm, or corporation, any proprietary information, any trade, technical or technological secrets, any details of ASSI's organization or business affairs, any names of past or present members or other representatives of ASSI or any other information relating to the business of ASSI, including without limitation,

all rate materials, brochures, flyers, lead pieces, advertisements, announcements, seminar invitations, applications, membership agreements, member record cards, customer lists, customer data, representative agreements and other items provided by ASSI (collectively, "ASSI Confidential Information") that he, she or it shall have acquired during his, her or its term of appointment. Representative agrees and shall cause each of its subrepresentatives to agree that all ASSI Confidential Information shall be property of ASSI and, at the time of notice of termination of the Agreement, shall be returned by Representative and its subrepresentatives to ASSI or its authorized representatives immediately upon demand. Representative acknowledges and shall cause each of its subrepresentatives to acknowledge that the ASSI Confidential Information is proprietary, confidential, unique and valuable and understands that the ASSI Confidential Information has been developed by ASSI at substantial cost to and commitment of time by ASSI. In the event of the breach or a threatened breach by Representative or any of its subrepresentatives of any of the provisions of this paragraph, ASSI shall have been caused irreparable injury and, in addition and supplementary to other rights and remedies existing in its favor, shall be entitled to specific performance and/or injunctive or other equitable relief from a court of competent jurisdiction in order to enforce or prevent any violations of the provisions hereof (without posting a bond or other security). These obligations shall survive any termination of this Agreement.

15. Inspection Rights. Representative also agrees that all of Representative's and all of each of Representative's subrepresentatives' books of account, documents, vouchers, letters, and other property and papers connected with the business transacted under this Agreement shall be open to inspection at all times by ASSI's officers or its authorized representatives to verify and confirm Representative's compliance with the terms of this Agreement and the propriety of compensation paid to by ASSI or claimed by Representative to be payable by ASSI to Representative.

16. Compensation.

a. General. ASSI agrees to pay, subject to all terms and conditions of this Agreement and only while this Agreement is in effect and not in default due to the act or omission of Representative, and Representative agrees to accept as full compensation for all services to be rendered by Representative and by any subrepresentatives, agents, servants, and employees of Representative, compensation based upon the business secured by and through Representative (including without limitation business secured by and through Representative's subrepresentatives) payable on the membership dues/enrollment fees as they are paid, computed on the basis of the compensation schedule attached to and made part of this Agreement or as such compensation schedule shall be updated and published from time to time by ASSI in its sole and absolute discretion. ASSI shall have no obligation to pay any compensation directly to any of Representative's subrepresentatives and shall only be obligated to make payments directly to Representative. Representative shall be responsible for paying any compensation due to Representative's subrepresentatives and shall indemnify and hold ASSI harmless against any claims for compensation made against ASSI by any of Representative's subrepresentatives.

b. Rules and Regulations. Compensation shall be payable hereunder only in accordance with and subject to the then effective rules and regulations of ASSI, it being understood that ASSI may modify such rules and regulations from time to time in its sole and absolute discretion.

c. Effect of Break in Membership. When a Representative or Representative's subrepresentative procures an application for membership in True Freedom (any version) the Representative or subrepresentative is entitled to first year compensation. If the member non-renews their membership, the original Representative or subrepresentative will have the opportunity to conserve the member and their compensation for up to thirty (30) days following cancellation or non renewal of True Freedom. In the event that the original Representative or subrepresentative is unable to conserve the original membership, the original Representative or subrepresentative may not re-enroll that member for first year compensation. The opportunity to re-enroll the member at **renewal compensation** will always be available to the original writing Representative or subrepresentative. In the event that a member has been in a period of lapse of their membership for six (6) consecutive months, any active Representative or subrepresentative of American Senior Services (other than the original member Representative or subrepresentative) may then enroll the past member for first year compensation. In the event that the member again non-renews their membership at anytime after their second enrollment with True Freedom, Representatives or subrepresentatives affiliated with American Senior Services may only re-enroll a member for renewal compensation.

d. Return/Refund of Membership Dues/Enrollment Fees; Recovery of Related Compensation. Should ASSI return or refund membership dues and/or enrollment fees for any reason with respect to which Representative was previously compensated, Representative shall repay to ASSI any compensation that was received or credited to Representative with respect to such returned membership dues to be returned or refunded and such repayment shall be made to ASSI within ten (10) days after ASSI sends written notice to Representative demanding such repayment and specifying the amount of such required repayment. In the event that a Representative or subrepresentative has been compensated for having collected an annual membership fee and the member commences membership services between the ninety first (91st) day and the three hundred sixty fifth (365th) day, the Representative or subrepresentative shall be debited a pro-rated amount of the advanced compensation paid on a monthly basis based on members use of services during that period of time. For any year beyond year one where an annual or semi-annual membership fee is paid to American Senior Services and the member activates services, any advanced compensation that was paid to the Representative or subrepresentative will be debited on a pro-rated basis monthly based on services being provided to the member. If ASSI does not receive such repayment from Representative within such ten (10) day period, Representative shall forfeit all future compensation for all [then existing memberships including any then remaining initial year compensation and any] renewals and ASSI shall have the authority to deduct from any subsequent compensation payable to Representative the amount of such compensation that is required to be repaid by Representative. Should Representative have received any compensation with respect to membership dues and/or enrollment fees paid by check, or electronic funds transfer which is subsequently returned to ASSI by reason of the payment being "dishonored" or "returned" for any reason by the financial institution, Representative shall repay to ASSI monies received by or credited to Representative for the amount of such compensation and such repayment shall be made to ASSI within ten (10) days after ASSI sends written notice to Representative demanding such repayment and specifying the amount of such required repayment. If ASSI does not receive such repayment from Representative within such ten (10) day period, Representative shall forfeit all future compensation for all [then existing memberships including any then remaining initial year compensation and any] renewals and ASSI shall have the authority to deduct from any subsequent compensation payable to Representative the amount of such compensation that is required to be repaid by Representative. The obligation to return, refund or repay to ASSI the

amounts addressed in this Section is a personal indebtedness of Representative to ASSI which shall survive the termination of this Agreement.

e. Provisions for Payment. Payments of compensation earned by Representative will be paid as follows: (i) with respect to compensation earned for new memberships, on or before the tenth (10<sup>th</sup>) day following the date on which funds remitted to ASSI with respect to each such new membership are credited and confirmed to ASSI's bank account and (ii) with respect to compensation earned for renewals of membership during a particular month as a result of payments that are credited and confirmed to ASSI's bank account during such month, on or before the last day of the next following month. All payments will be net of any offsets for required repayments by the Representative. Payments will be made to Representative, or should Representative not survive, to Representative's estate.

f. No Rebating. Rebating by Representative or by any of Representative's subrepresentatives to or for the benefit of any member in any form, directly or indirectly, is prohibited.

g. Splitting Compensation. If any membership is procured by Representative with the assistance of another representative of ASSI who is not a subrepresentative of Representative, the compensation with respect to such membership shall be divided equally among the ASSI representatives securing such membership.

h. Handling Incomplete Applications. If Representative should submit to ASSI an incomplete application, ASSI will use its commercially reasonable efforts to promptly notify Representative of what is missing and Representative shall have five (5) business days to effectuate completion of the application. If Representative shall fail to complete the application, ASSI shall have the right, but not the obligation, to contact the applicant directly and effectuate completion of the application, in which case, the applicant will not be treated as a member procured by the Representative and/or by the Representative's subrepresentatives and ASSI will have no obligation to pay any compensation to Representative with respect to such member, either with respect to such member's initial membership or any subsequent renewals.

i. No Compensation While Member is Utilizing Services. Representative shall not receive or be entitled to any compensation with respect to membership dues paid by any particular member with respect to any particular month during which that particular member is utilizing and receiving services under the membership contract with ASSI; and compensation with respect to such member shall not resume until such member thereafter, and while still a member, experiences a month during which that particular member does not utilize and receive any services under the membership contract with ASSI. By way of example, if a particular member attributable to Representative continues to pay his membership dues timely and utilizes services under the membership contract in the eighth month of the first year and continues to utilize services each month thereafter through the fourth month of the second year, but does not utilize services in the fifth month of the second year, Representative shall receive no compensation with respect to the membership dues paid to ASSI by such member with respect to months 8 through 12 of the initial year and with respect to months 1 through 4 of the second year. Compensation will be paid to Representative with respect to the membership dues paid to ASSI by such member with respect to month 5 of the second year, but if such member again begins utilizing the services in month 6 of the second year, compensation will again be suspended and, while suspended, forfeited.



17. Rules, Regulations, Etc. Because the home care services business is subject to changing laws, regulations and conditions, it is understood and agreed that ASSI can be expected to prescribe rules, regulations, prices and terms under which it will provide memberships in the ASSI programs, and ASSI retains the right to change, alter or amend such rules, regulations, prices and terms, including the right to limit, restrict, or discontinue entirely the acceptance of any new memberships or membership renewals at any time it deems it advisable to do so, and without advance notice to or consent of Representative or any of Representative's subrepresentatives.

18. No Assignments. ASSI relies upon Representative's particular personal abilities in carrying out all obligations under this Agreement and therefore any assignment by Representative of this Agreement or of any of the compensation or benefits to accrue hereunder, whether in whole or in part, without the prior written consent of ASSI, shall be void and of no effect, and shall vest no rights in the assignee. This limitation and prohibition on assignment extends to both absolute assignments and to any assignments as collateral security for any obligations of Representative.

19. No Waiver. No forbearance of neglect on the part of ASSI to enforce any or all the terms, conditions or all the provisions of this Agreement shall be construed as a waiver or serve as an estoppel of any rights or privileges of ASSI.

20. Indemnification. Representative hereby agrees to indemnify and hold harmless ASSI, ASSI's agents, servants, employees, and representatives, from any and all claims, debts, liabilities, suits, or proceedings, of any nature, that currently exist, or which predate this Agreement, or which may arise subsequent to the date of this Agreement, arising out of any intentional act or negligence Representative or any of Representative's subrepresentatives may commit while soliciting and procuring memberships in ASSI or otherwise carrying out its responsibilities and obligations under this Agreement. This indemnification obligation is not limited in any manner whatsoever and all expenses, including legal fees, incurred by ASSI, ASSI's agents, servants, employees and all representatives, in order to give full effect to this indemnification provision, shall be assessable and payable by Representative, on demand without setoff.

21. Termination. This Agreement may be terminated immediately by either party at any time by giving written notice to the other party. Immediately after and continuing following termination of this Agreement by either party, Representative shall comply with each of the following:

(a) Representation shall not represent to anyone that Representative is associated in any fashion with ASSI and shall cause each of its subrepresentatives not to represent to anyone that such subrepresentative is associated in any fashion with ASSI. A violation of this provision shall cause the forfeiture of any compensation for vested qualifying membership renewals otherwise due Representative and, in addition, shall entitle ASSI to obtain injunctive relief prohibiting such further false representation.

(b) All current indebtedness of Representative to ASSI shall be immediately due and payable within ten (10) days after termination, and any indebtedness subsequently incurred by Representative to ASSI shall be payable to ASSI within ten (10) days after demand

by ASSI. Failure of Representative to pay any such indebtedness within the applicable ten (10) day period shall cause the forfeiture of any compensation for vested qualifying membership renewals otherwise due Representative.

22. Restrictive Covenants. In recognition of ASSI's lawful right to maintain its relations with its members and protect its member information which constitutes ASSI's confidential information and/or trade secrets, Representative further agrees that for a period of two (2) years after any termination of this Agreement for any reason, with or without cause, and regardless of whether terminated by ASSI or Representative, Representative will not, directly or indirectly, nor assist any third party to: (i) solicit, induce or persuade, or allow any subrepresentative to solicit, induce or persuade any member of ASSI to cancel or terminate his, her or its membership with ASSI for any purpose including without limitation for purposes of placing that member with another entity that is in the same or similar business as ASSI, (ii) solicit, induce or persuade, and/or allow any subrepresentative to solicit, induce or persuade, any other representative of ASSI to cancel or terminate its relationship with ASSI, or (iii) interfere with or disrupt, or attempt to interfere with or disrupt, or allow any subrepresentative to interfere with or disrupt, or attempt to interfere with or disrupt, any business relationship, contractual or otherwise, between ASSI or any other party, including any member or prospective member of ASSI, any other representative of ASSI, or any supplier, agent or employee of ASSI. The covenants of Representative in this Section 22 are in recognition of the great expense and effort undertaken by ASSI in building its membership and business. If, at the time of enforcement of the covenants contained in this Section 22, a court shall hold that the duration, scope or area restrictions stated herein are unreasonable under circumstances then existing, the parties agree that the maximum duration, scope or area reasonable under such circumstances shall be substituted for the stated duration, scope or area and that the court shall be allowed and directed to revise the restrictions contained herein to cover the maximum period, scope and area permitted by law. In the event of any breach or violation by Representative of any of the covenants contained in this Section 22, the time period of such covenant shall be tolled until such breach or violation is resolved. If Representative or any of its subrepresentatives, or any of their respective affiliates breaches, or threatens to commit a breach of, any of the covenants contained in this Section 22, ASSI shall have the following rights and remedies, each of which rights and remedies shall be independent of the others and severally enforceable, and each of which is in addition to, and not in lieu of, any other rights and remedies available to ASSI at law or in equity: (i) the right and remedy to have the covenants in this Section 22 specifically enforced by any court of competent jurisdiction, it being agreed that any breach or threatened breach of the covenants in this Section 22 would cause irreparable injury to ASSI and that money damages alone would not provide an adequate remedy to ASSI; and (ii) the right and remedy to require Representative to account for and pay over to ASSI any profits, monies, accruals, increments or other benefits derived or received by Representative, its subrepresentatives and their respective affiliates as the result of any transactions constituting a breach of the covenants contained in this Section 22. ASSI may assign the covenants along with the remainder of this Agreement without the prior written consent of Representative and the assignee or successor of ASSI shall be entitled to enforce the terms of this Section 22 against Representative.

23. Vesting Agreement.

a. The compensation for qualifying membership renewals will be fully vested.

b. Compensation for vested qualifying membership renewals shall accrue and be paid monthly in arrears after first being collected in cash from the member. To offset the cost of administering the payment of compensation for vested qualifying membership renewals after a termination of Representative's appointment under this Agreement, ASSI shall be entitled to deduct from such post termination compensation, a sum of money equal to one percent (1%) of the membership dues upon which the payment of compensation for vested qualifying membership renewals to Representative is based. Payment of compensation for vested qualifying membership renewals shall terminate, and all Representative's rights thereto shall cease, when monthly commissions payable to Representative equal less than \$150.00 per month for three consecutive months.

c. If Representative is an individual, all compensation for vested qualifying membership renewals that would have been payable to Representative according to the terms of this Agreement shall be payable to Representative's estate (on the date of death) of Representative following the death of Representative.

d. If this Agreement is terminated for any reason and Representative is subsequently reinstated as a representative of ASSI or a new representative agreement is executed by ASSI with Representative, a new vesting period will begin under the above terms after the reinstatement or a new representative agreement is executed. Credit will not be given for any previous time accumulated under a terminated representative agreement or otherwise before reinstatement. Representative will forfeit all vesting of commission if he, she or it violates any of the provisions of this Agreement.

24. Setoffs. ASSI may set off or recoup any and all existing or future indebtedness of Representative to ASSI against any earned compensation or other sums payable to Representative under this Agreement or any other agreement between Representative and ASSI, including any previous Representative Agreement between the parties hereto. ASSI's right of set off and recoupment, as described herein and as otherwise existing under common law, constitutes a paramount and prior lien on any and all of Representative's earned compensation hereunder or any other sums payable hereunder, and may be used by ASSI to satisfy, in part or in whole, payment and performance of all of Representative's indebtedness and other financial obligations owed ASSI, and ASSI may at any time without notice apply any such earned compensation and any other sums payable hereunder directly to any such indebtedness. Failure of ASSI to timely set off or recoup against Representative's indebtedness any earned compensation hereunder or any other sums payable by ASSI hereunder to Representative shall not be deemed a waiver or act as an estoppel of ASSI's right of set off or recoupment.

25. Personal Protected Information. In the performance of Representative's duties under this Agreement, Representative may come into possession of nonpublic personal financial and health information ("Protected Information") concerning the health and finances of prospects, applicants and members. With respect to Protected Information, Representative agrees as follows:

- (a) Not to use or further disclose Protected Information other than in procuring or servicing a membership for that applicant or member, except as otherwise permitted or required by law;
- (b) To use appropriate safeguards to prevent use or disclosure of Protected Information other than as expressly contemplated by this Agreement;
- (c) To report to ASSI any use or disclosure of Protected Information not allowed by this Agreement of which Representative becomes aware;
- (d) To ensure that any and all of Representative's agents, subrepresentatives and employees to whom Protected Information is provided concerning an applicant or a member agrees to the same restrictions and conditions that apply to Representative under this Agreement with respect to Protected Information;
- (e) To provide access to and make available for inspection or amendment the Protected Information, at the request of ASSI, and in the time and manner required by ASSI;
- (f) To provide an accounting of all disclosures of Protected Information upon request from ASSI;
- (g) Upon termination of this Agreement for any reason, return to ASSI all Protected Information received from ASSI or created or received from a prospect, applicant or member; provided, however, if Representative is required to keep such Protected Information by applicable law, Representative may do so, but, in such event, the requirement of confidentiality, use and disclosure shall continue to apply to such Protected Information.

The restrictions and obligations set forth above are intended to require Representative to comply with the Health Insurance Portability and Privacy Act (HIPPA), the Gramm Leach Bliley Financial Modernization Act and any applicable Florida law. It is Representative's responsibility to know and comply with the provisions of such laws in the gathering, use, storage and dissemination of Protected Information, and to the extent that Representative fails to do so, and, as a result thereof, ASSI incurs or is obligated to pay any fine, cost, fee, damage or claim, Representative shall indemnify and hold ASSI harmless therefrom, including with respect to attorneys' fees incurred by ASSI in addressing or otherwise dealing with such assessment of fine, cost, fee, damage or claim.

26. Entire Agreement. This Agreement supersedes and cancels any and all agreements, contracts and stipulations, written or oral previously in force between Representative and ASSI and constitutes the entire agreement and understanding between the parties.

27. Amendments; Modifications; Waivers. No amendment or modification of this Agreement or waiver of its provisions shall be valid, unless signed by the party sought to be bound by such amendment, modification or waiver; and no such action by ASSI shall be valid unless such signature is by an ASSI authorized officer.

28. Notices. All notices under this Agreement shall be in writing and shall be delivered personally or by certified mail, return receipt requested, or by other means of assured

delivery. Notices to ASSI shall be delivered to ASSI, attention Robert N. Doolan, at 5051 66<sup>th</sup> Street North, Saint Petersburg, FL 33709. Notices to Representative shall be delivered to the address of Representative reflected below Representative's signature on the signature page of this Agreement. Any party may change its address for notice purposes by written notice to the other party.

29. Attorneys' Fees. In the event of any action, dispute, litigation or proceeding with respect to this Agreement, the prevailing party or parties in such action, dispute, litigation or other proceeding shall be entitled to recover from the non-prevailing party or parties all fees, costs and expenses (including the reasonable fees and expenses of counsel) incurred in connection with such proceedings, whether or not suit is instituted, and if instituted, at both trial and appellate levels.

30. Benefit. All of the terms and provisions of this Agreement shall be binding upon, and shall inure to the benefit of, the parties, their respective heirs, personal representatives, successors and assigns, subject, however, to the provisions of this Agreement pertaining to assignment or delegation.

31. Section Headings. Paragraph and section headings used in this Agreement are used for convenience only, and shall not be construed as limiting this Agreement or any of its several paragraphs or sections to the provisions described by such paragraph or section headings.

32. Severability. Each paragraph, section, provision, sentence, and part thereof of this Agreement shall be severable from each other paragraph, section, provision, sentence, or part thereof of this Agreement, and the invalidity or unenforceability of any such paragraph, section, provision, sentence, or part thereof, shall not affect the validity or enforceability of the balance of this Agreement. In the event that any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any such provision is held invalid by a court of competent jurisdiction, the parties to this Agreement intend that (i) such provision shall be deemed to be amended and restated to reflect as nearly as possible the original intentions of the parties in conformity with applicable law, and (ii) the remaining terms, provisions, covenants and restrictions of this Agreement shall remain in full legal force and effect in accordance with their provisions. If any provision of this Agreement shall be held invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall attach only to such provision in such jurisdiction and shall not in any manner affect or render invalid or unenforceable such provision in any other jurisdiction or any other provision of this Agreement in that or any other jurisdiction.

33. Construction. Whenever the context so requires, references in this Agreement to the singular shall include the plural, and the plural shall include the singular, and the masculine the feminine, the feminine the masculine, and the neuter both. There shall be no rule of construction for or against any party by reason of the physical preparation of this Agreement.

34. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

35. JURISDICTION; VENUE; JURY TRIAL WAIVER; GOVERNING LAW. ANY SUIT, ACTION, OR PROCEEDING WITH RESPECT TO THIS AGREEMENT SHALL ONLY BE BROUGHT IN THE SIXTH JUDICIAL CIRCUIT OF THE STATE OF FLORIDA IN AND FOR PINELLAS COUNTY, FLORIDA OR THE UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF FLORIDA AND THE PARTIES AGREE AND SUBMIT THEMSELVES TO THE EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF THOSE COURTS FOR THE PURPOSE OF ANY SUIT, ACTION OR PROCEEDING. THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT ANY PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER WRITTEN OR ORAL) OR ACTION OF ANY PARTY. THIS AGREEMENT SHALL BE INTERPRETED, CONSTRUED AND ENFORCED IN ALL RESPECTS IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA, WITHOUT APPLICATION OF ITS CONFLICTS OF LAW PRINCIPLES, AND THE UNITED STATES.

36. Policies, Procedures and Compensation Plan. Representative acknowledges that he/she/it has received a copy of ASSI's current policies and procedures and compensation plan, which are expressly incorporated into this Agreement. Representative agrees to abide by all policies and procedures contained therein and any amendments, revisions or additions thereto.

37. RELATIONSHIP TO MEDICARE. SAVINGS AND BENEFITS UNDER THE ASSI PROGRAM DO NOT IN ANY WAY SUPPLEMENT MEDICARE FOR DOCTORS AND HOSPITAL COSTS AND DO NOT IN ANY WAY REDUCE ANY MEDICARE DEDUCTIBLES OR CO-PAYS. REPRESENTATIVE AGREES NOT TO MAKE AND AGREES TO CAUSE EACH OF ITS SUBREPRESENTATIVES NOT TO MAKE ANY REPRESENTATIONS TO THE CONTRARY TO ANY PERSON.

38. Obligation to Explain Membership Program; No Unauthorized Representations; Other Disclosures.

(a) Representative will explain and will cause each of its subrepresentatives to explain the membership programs to prospects honestly and its entirety, without embellishment, distortion or misrepresentation. Any additional offers, representations or agreements made by Representative or by any of its subrepresentatives in connection with the membership program are prohibited and may result in termination of this Agreement.

(b) Representative will abide by each of the following items, among other things, and will make clear at a minimum in any presentation to prospective subrepresentatives that such subrepresentatives must abide by each of the following items, among other things:

- (1) endeavor to always fulfill each member's needs with respect to the membership program;
- (2) always consider affordability when recommending memberships to prospective members;
- (3) never replace an insurance policy for a non-insurance membership;
- (4) make certain that the Representative or the subrepresentative, as the case may be, identifies himself, herself or itself to each

prospective member by providing the prospective member with the name, address, and the phone numbers of the Representative or the subrepresentative, as the case may be, and, if the Representative or the subrepresentative, as the case may be, is not an entity, the name, address, and the phone numbers of the individual who is the agent of the entity;

- (5) if in the best judgment and belief of the Representative or the subrepresentative, as the case may be, a prospective member or a member does not appear to have the mental capacity to conduct business, the Representative or the subrepresentative, as the case may be, will communicate instead with a family member of the prospective member or of the member concerning the membership;
- (6) the Representative or the subrepresentative, as the case may be, must never use excessive sale pressure in the solicitation or sale of memberships;
- (7) the Representative or the subrepresentative, as the case may be, must make sure that each prospective member reads and understand the membership documents and the terms of the membership and the Representative or the subrepresentative, as the case may be, must explain the membership documents and the terms of the membership with accuracy and truthfulness;
- (8) the Representative or the subrepresentative, as the case may be, must make sure each prospective member and each member knows that the Representative or the subrepresentative, as the case may be, is not with Medicare, Social Security or any other Government Agency;
- (9) the Representative or the subrepresentative, as the case may be, must make sure each member's check is made payable to ASSI and not to the subrepresentative, the Representative or to any individual;
- (10) the Representative or the subrepresentative, as the case may be, must strive to conduct all his, her or its business activities in a professional and responsible manner and must not engage in any transactions that are not in the best interest of the respective members;
- (11) the Representative or the subrepresentative, as the case may be, must fully comply with the terms and conditions of ASSI's membership/representative contracts, must comply with all applicable laws, and must always meet his, her or its obligations to treat ASSI's members with honesty, decency and respect.

(c) Representative will make clear and will cause each of its subrepresentatives to make clear at a minimum in any presentation to a prospective member the following items, among other things:

- (1) **that membership is not insurance**

I, AS THE UNDERSIGNED INDIVIDUAL SIGNING AS REPRESENTATIVE OR AS AUTHORIZED AGENT FOR REPRESENTATIVE HAS READ, AND UNDERSTANDS, AND ACKNOWLEDGES AND AGREES TO ALL THE TERMS AND CONDITIONS, PROVISIONS AND CONDITIONS OF THIS AGREEMENT ON BEHALF OF MYSELF OR ANY LEGAL ENTITY THAT I MAY USE TO PROMOTE THIS AGREEMENT. NOTWITHSTANDING ANY SIGNATURE IN A CAPACITY ON BEHALF OF A LEGAL ENTITY, I ACCEPT PERSONAL RESPONSIBILITY FOR THE PERFORMANCE AND ALL OBLIGATIONS OF THIS AGREEMENT.

THIS AGREEMENT TAKES EFFECT UPON ACCEPTANCE AND EXECUTION BY ASSI AT ASSI'S ADMINISTRATIVE OFFICE IN FLORIDA.

**REPRESENTATIVE:**

\_\_\_\_\_ DBA or Legal Entity (if applicable)

\_\_\_\_\_ Date

\_\_\_\_\_ Signature, both individually and, if applicable, as agent of legal entity

\_\_\_\_\_ Print Name

\_\_\_\_\_ Tax Identification Number

\_\_\_\_\_ Address City St Zip

\_\_\_\_\_ Telephone Number Cell Phone Number

**ASSI:**

American Senior Services, Inc.

By: \_\_\_\_\_

\_\_\_\_\_ Date

Name and Title: \_\_\_\_\_



**AMERICAN SENIOR SERVICES, INC.**

**REPRESENTATIVE APPLICATION**

The following information is true and correct in all material respects:

**REPRESENTATIVE AS INDIVIDUAL**

Last Name \_\_\_\_\_ First \_\_\_\_\_ MI \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ St \_\_\_\_\_ Zip \_\_\_\_\_

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

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Cell \_\_\_\_\_

Date of Birth \_\_\_\_\_ Social Security No. \_\_\_\_\_

**REPRESENTATIVE AS LEGAL ENTITY** (in addition, also please fill out individual information above with respect to the principal of the legal entity)

Name of Legal Entity \_\_\_\_\_

Type of Legal Entity (check one)

\_\_\_\_ Corporation    \_\_\_\_ Limited Liability Company    \_\_\_\_ Partnership    \_\_\_\_ Other

Address \_\_\_\_\_

City \_\_\_\_\_ St \_\_\_\_\_ Zip \_\_\_\_\_

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

Office Phone \_\_\_\_\_ Fax \_\_\_\_\_ Cell \_\_\_\_\_

AGREEMENT INFORMATION

COMPENSATION LEVEL 45% First Year  
8% 2nd Year and After

ASSI REPRESENTATIVE # \_\_\_\_\_ Date of AGREEMENT \_\_\_\_\_

Referred By Pro Mark 5 LLC REPRESENTATIVE # TX213

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date



AMERICAN SENIOR SERVICES INCORPORATED

## CODE OF ETHICS

I \_\_\_\_\_, on this the \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_, do hereby commit myself to abide by this code of ethics in my  
business, this code being applicable to all prospective members and with special emphasis in the  
Senior Citizen Age Group.

- 1) I will endeavor to always fulfill the member's needs.
- 2) I will always consider affordability when recommending memberships to prospective members.
- 3) I will never replace an insurance policy for a non-insurance membership.
- 4) I will make sure that I have identified myself and my company to the prospective member by providing him/her with the name, address, and the phone numbers of the company and myself.
- 5) If in my best judgment and belief, the prospective member does not have the mental capacity to conduct business, I will contact his/her family member concerning the membership.
- 6) I will never use excessive sale pressure.
- 7) I will make sure that the member reads and understand the membership and I will explain it with accuracy and truthfulness.
- 8) I will make sure that the member knows that I am not with Medicare, Social Security or any other Government Agency.
- 9) I will make sure the member's check is made payable to the company and not to me.
- 10) I will strive to conduct all my business activities in a professional and responsible manner and will engage in no transactions that are not in the best interest of the member.

Most importantly I will fully comply with the terms and conditions of ASSI's membership/representative contracts. I will also act in accordance with the law, and I will always meet my obligations to treat ASSI's members with honesty, decency and respect.

---

Signature



AMERICAN SENIOR SERVICES INCORPORATED

## **IMPORTANT!**

### **W-9 FORM**

#### **REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION**

IT IS IMPORTANT THAT YOUR NAME AND IDENTIFICATION NUMBER ARE FILLED IN EXACTLY HOW YOU FILE WITH THE INTERNAL REVENUE SERVICE.

**EXAMPLE:** IF YOUR LEGAL NAME IS **JOHN M SMITH JR**, DO NOT USE **JOHN M SMITH**.

WE USE THE INFORMATION ON THIS FORM TO REPORT YOUR EARNINGS TO THE INTERNAL REVENUE SERVICE ON FORM 1099. YOUR COMMISSION CHECKS WILL ALSO BE MADE PAYABLE TO THE NAME ON THIS FORM.

IF YOU ARE INCORPORATED AND WANT CHECKS MADE PAYABLE TO YOUR CORPORATION – PRINT CLEARLY THE COMPLETE NAME OF THE CORPORATION AND THE CORPORATION TAX ID NUMBER.

## 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 (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	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. The TIN provided must match the name given on the "Name" line to avoid backup withholding. 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									

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

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).

**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 ▶
------------------	----------------------------	--------

### General Instructions

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

#### 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.

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. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**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.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 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 payee 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 to Form W-9 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.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

#### Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

### Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

### Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

### Specific Instructions

#### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

**Disregarded entity.** Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

## Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
  2. The United States or any of its agencies or instrumentalities,
  3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
  4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
  5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
  7. A foreign central bank of issue,
  8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
  9. A futures commission merchant registered with the Commodity Futures Trading Commission,
  10. A real estate investment trust,
  11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
  12. A common trust fund operated by a bank under section 584(a),
  13. A financial institution,
  14. A middleman known in the investment community as a nominee or custodian, or
  15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

### Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

#### Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



AMERICAN SENIOR SERVICES INCORPORATED

## Representative Paperwork Check List

1.  **Representative Agreement Booklet:**
  - a.  Complete the front page of the booklet with date, printed name and type.
  - b.  On page 15 (inside back cover) fill out all appropriate lines i.e.: legal entity date, signature, PRINT name, tax id number, address, and contact numbers.
  - c.  Back Page of Representative Agreement: Fill out all appropriate places including email address, phone, cell and fax numbers, date of birth and social security number.
  - d.  Sign and date the bottom of the booklet.
  
2.  **Code of Ethics:**
  - a.  Print your name and date at the top of the form.
  - b.  Sign the bottom of the form.
  
3.  **W-9 Form:**
  - a.  On the first line, print your name as shown on your income tax return.
  - b.  If signing under the name of a business, print the complete name of your business on the second line.
  - c.  Check the appropriate box for federal tax classification.
  - d.  If signing as an individual, fill in your social security number.
  - e.  If signing as a business, fill in your employer identification number.
  - f.  Under Part II, sign and date.





AMERICAN SENIOR SERVICES INCORPORATED

Direct Deposit Request Form

Date: \_\_\_\_\_

Agency ID: \_\_\_\_\_ Agency Name: \_\_\_\_\_

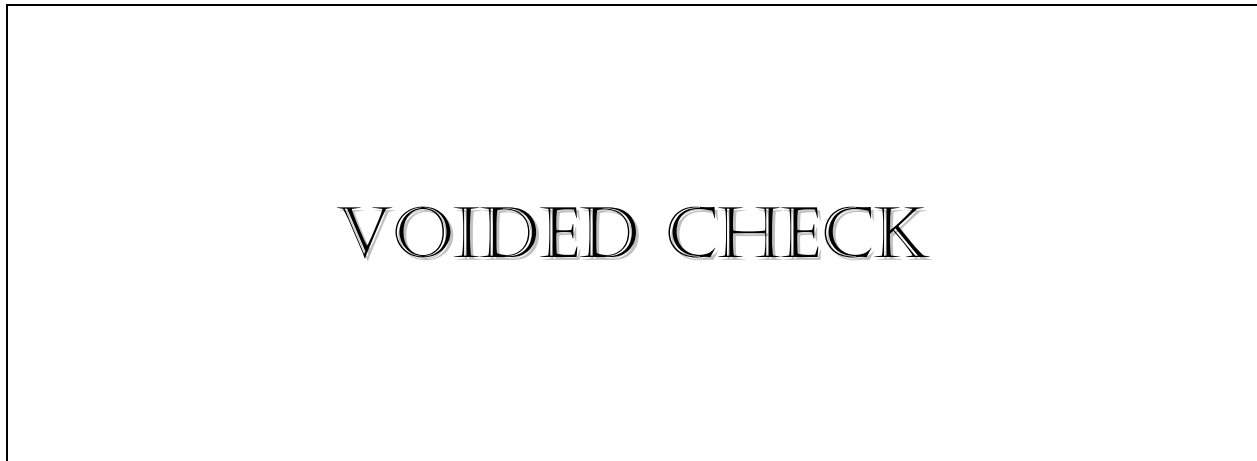
Office Manager: \_\_\_\_\_ Contact #: \_\_\_\_\_

Bank Name: \_\_\_\_\_

ABA Transit Routing #: \_\_\_\_\_

Bank Account #: \_\_\_\_\_

Attach a voided check:



\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date