

AIM HEALTH PLANS APPOINTMENT REQUEST

Checklist

1. Agent Data Sheet - Addendum A:

- Complete all areas of the top section.
- Sign and print your name and date in the bottom section as Representative.

2. Representative Contract

- Leave the top section of page 1 blank.
- On page 4, sign and print your name as Representative. DO NOT DATE page 4. Leave the rest of the page blank.

3. Errors & Omissions

- Copy of proof of E&O coverage

4. State Licenses

- Copy of state license(s) where you intend to do business.

5. NO LICENSE FEES (RES. or NON RES.)

6. GIVE TO GENERAL AGENT FOR PROCESSING.



Mike Martin

MED South Health Plans, LLC
1375 Lenoir Rhyne Boulevard
Piedmont Center Suite 119
Hickory, NC 28602-1375

Phone: (828) 431-2073
Toll Free: 1-888-727-6682
Fax: (828) 431-2183

AIM Health Plans Licensed Only Agent

Addendum (A) to Contract:

Agent ID # _____
1st initial, last initial, then last 4 digits of
social

First Name:	Last Name:	MI:
Date of Birth:	Social Security #:	- - -
Street Address:		
City:	State:	Zip Code
Telephone: () -	Business Fax: () -	
Cell Number: () -		
Agent Email Address:		
All Commissions to be paid to General Agent.		
General Agent (Please Print):	MIKE MARTIN	Gen. Agent ID#: MM7633

Signature of Representative

AIM Health Plans

Signature _____ Date _____
Print Name _____

Signature _____ Date _____
Print Name _____

AIM Health Plans

Representative Contract

This representative contract (the contract), executed in duplicate originals as of the _____ day of _____, 200____ (here in after called "Rep") and the Association of Independent Managers (here in after referred to as "Association").

1. Appointment and relationship

Association hereby authorizes and appoints "Rep" as an independent contractor, to:

- (1) Solicit applications for membership on the Association. Association benefits may include health care coverage issued by any company under contract with the Association, for the production of business. Rep does not need to be present when taking an application for membership.
- (2) Collect from applicants the first contribution payments (the initial contribution) and the application fee and any other amounts or fees required in connection with the application (the Fees) to be tendered with such applications, and
- (3) Forward all completed applications and corresponding initial contribution and fees to agency for delivery to Association or Companies for approval or rejection.

Rep shall be free to exercise his or her own judgement as to the persons from who each will solicit applications for membership and as to the time place and methods and means of each solicitation: subject however to the Provisions of this contract. Rep shall have no right to control the person solicited by Rep as to the time, place, method and means of such solicitations. Association and Rep expressly agree the relationship between Association and Rep. Reps shall be of an independent contractor only, and nothing herein shall be construed to create the relationship of principal and agent or employer and employee.

20 Madison Avenue Valhalla, NY 10595

Rep shall have no authority to, make, alter, or discharge contracts for the Association or Companies; nor to waive forfeitures, grant permits, quote extra for special risks, make endorsements or bind association or Companies in any way. Rep shall have no authority to incur any expense of liability on behalf of the Association or Companies, and neither Association nor Companies shall be liable for any expenses what so ever incurred by Reps in connection with Reps solicitation of business or otherwise. Reps shall have no authority to make statements, promises or representations to an applicant that any coverage will be issued with a specific effective date.

Association shall periodically issue instructions and procedures of a general nature concerning the performance of this contract and the relationship created between the parties. Rep shall abide by and carry out all such instructions and procedures. Association may also, from time to time, prescribe rules respecting the requirements for eligibility of applicants for coverage, not interfering with the freedom of action of rep, which rules shall be observed and followed by Rep. Association's instructions and procedures may be changed, or altered by Association in its sole discretion, from time to time.

Association and Companies shall use a best effort to process applications solicited and submitted by rep, but under no circumstances shall Association or Companies have any liability for any failure or relay in processing any applications or for declining to issue a policy thereon. With respect to any such policies as may in fact be issued, Association or Companies shall have no obligation to Rep or any other person to issue any such policy with any specific effective date or any specifically requested effective date, it being understood that the effective date of any such policy shall be determined by Association or Companies as the case may be.

By execution of this contract Rep hereby releases Association or Companies or other individual or entity from any and all such claims, demands, or causes of action of whatever nature, whether in contract or in tort, which may be asserted against Association, Companies, other individual or entity, and which arise from Rep's appointments, the investigation into the Rep's background, the furnishing of information by an individual or entity pursuant to such investigation, or the monitoring of Reps business transactions. Rep understands and acknowledges that Association or Companies may at their sole discretion without being liable to Rep, decline to appoint Rep. Rep hereby indemnifies and holds harmless and will reimburse Association for any and all expenses, liabilities and damages, including all attorney fees and court costs, if any that agency may incur as a result of any action or inaction on the part of the Rep.

2. Compensation

The General Agent shall be be responsible for any compensation that might be due to the Rep. The Association and Companies are not a party to any agreement(s) made between the General Agent and Rep.

3. Confidential Information and Trade Secrets

Rep may have access to policyholder list of companies during this term of contract. All such lists are confidential trade secrets. Reps shall not disclose directly or indirectly or use any such trade secrets in any way either during the term of this contract or at any time thereafter except as may be required in the performance of this contract or at any other time or at any time thereafter. If there is any breach of this provision then any such fees that may be required and payable to Rep whether now or in the future shall be forfeited.

For a two-year period following termination of this contract Rep is specifically prohibited from:

- (a) Inducing any policyholder to relinquish, surrender, terminate or lapse a policy or policies with Companies. If it is determined that Rep whether directly or indirectly takes or has taken such action then Rep agrees to refund all fees paid on the related policy or policies within 60 days written notification by the Association.
- (b) Disclosing or making known to any person, firm, organization or other entity, Any names, addresses or telephone numbers or any other information pertaining to any policyholders or customers of the companies and
- (c) Soliciting any employee agent or to the affiliated representative of Association to leave his or her employment or to breach his or her contract with Association.

The above does not apply to Reps who are insurance agents or to insurance agencies.

Should Rep directly or indirectly participate in any of the actions listed above Rep shall be subject to immediate legal action in a competent court of law in Westchester County, New York to prevent further performance of any of the above prohibited activities and shall be liable for all damages caused in the performance of such prohibited activities.

4. Termination

This contract shall terminate automatically upon the occurrence of any on of the following events:

- Breach by Rep of any of the terms and provisions of this contract
- Death, disability or mental incapacity of Rep
- Commitment by Rep of any acts of malfeasance, non-feasance, dishonesty, or illegality
- Termination of Reps appointment by Association
- The business solicited by Rep is deemed unacceptable by the Association acting at their sole and absolute discretion

In addition to the foregoing either party may terminate the contract at any time with or without cause by giving 30 days written notice of termination to the other party.

5. Non Waiver of Provision and Severability

Any failure by agency to insist upon performance of any provisions of this contract shall not be construed as a waiver of such provision or of the right of the Association to require performance of and to enforce all of the terms and provisions of this contract. The invalidity or unenforceability of any provisions of this contract shall not affect the validity of any remaining provision and all remaining provisions shall continue in full force and effect and in no way shall be impaired or invalidated.

6. Venue and Applicable Law

Each party submits to the jurisdiction of the courts of Westchester County, New York for purposes of all legal proceedings arising out of or relating to this contract. This contract shall be construed under and in accordance with the law of the commonwealth of New York

In testimony thereof the parties hereto have caused this contract to be executed as of the ____ day of _____, 200__.

Association of Independent Managers

Signature of Representative

by: _____
Signature

Print Name of Rep

Print name

General Agent: _____ MIKE MARTIN

MM7633

Print Name

Agent ID#

20 Madison Avenue Valhalla, NY 10595

AIM

GUARANTEED ISSUE HEALTH INSURANCE

*"The Nation's Leading
Guaranteed Issue Health Plans"*

This is an **URGENT** message to each and every contracted agent with AIM Health Plans. The AIM Health Plans, Health Solutions and Health Max are underwritten and issued "Guaranteed Issue" by American Medical Life Insurance Company "A.M.L.I." in all states listed immediately below. It's a New York domiciled company with an A.M. Best Rating of "B+".

All of you are currently contracted with AIM Health Plans and must be appointed with American Medical Life Insurance Company to continue doing business.

Alabama	Illinois	Mississippi	North Dakota	South Carolina	Wisconsin
Arizona	Indiana	Missouri	Ohio	Tennessee	Wyoming
Arkansas	Kentucky	Nebraska	Oklahoma	Texas	
Delaware	Louisiana	Nevada	Oregon	Utah	
Florida	Maryland	New York	Pennsylvania	Virginia	
Georgia	Minnesota	North Carolina	Rhode Island	West Virginia	

THIS MEMO IS FOR ALL CONTRACTED AGENTS AND RECRUITERS WHO HAVE A RESIDENT LICENSE IN THE ABOVE STATES.

1. Scroll down and complete all 5 pages.
2. Fill in Completely, Sign and Date
3. Include a copy of your resident license(s) and if you are licensing or want money paid to your corporation, include a copy of your resident corporation license(s). (if you are personally going to write business outside of your resident state include a copy of your non-res license(s))
4. Fax back completed forms and copies of license(s) to our toll free fax number
800-725-9642

If you are a recruiter and have agents that do not have an email address, contact them immediately and send them these forms and stress the urgency. It must be returned to our **toll free fax number 800-725-9642**.

We apologize for any inconvenience and appreciate your immediate assistance. Again we must reiterate the **URGENCY** and **EXPEDIENCY** of the completion of these forms.

We appreciate your past, present and future business.

**American Medical and
Life Insurance Company**

AGENT DATA FORM

Type Requested: Individual Agency Partnership Corporation

Effective Date (Date Agent Contract Effective): _____ / _____ / _____

State(s) Applying for: _____

Are you currently licensed/have a CQ in above State(s)? Yes No

Lines of Authority currently held: _____

Individual Name: _____
(Type or Print Name exactly as it appears on Agent's License/CQ)

Indicate fictitious name(s) currently used: _____

Soc. Sec. #: _____ / _____ / _____ Birthdate: _____ / _____ / _____ Birth Place: _____

Residence:

Street Address - _____

City - _____ State - _____ County - _____

Zip - _____ Home Telephone Number - (_____) _____

Business:

Street Address - _____

City - _____ State - _____ County - _____

Zip - _____ Bus. Telephone Number - (_____) _____

Agent License/CQ Number: _____ (Attach current copy)

Agency/Partnership/Corporation Name: _____

Federal ID #: _____ Incorporated Date: _____ / _____ / _____

List Names and License/CQ Numbers of qualifying active partners/officers:

Name: _____ Number: _____

Name: _____ Number: _____

Name: _____ Number: _____

Name: _____ Number: _____

Signature of Company Official: _____

Print Name of Company Official: _____

Return the completed and signed
Form with a copy of License or
Certificate of Qualification,
Signed Agent Contract to:

AML1

8 West 38th Street, Suite 1002
New York, NY 10018

PLEASE ANSWER ALL QUESTIONS OF THE REVERSE SIDE.

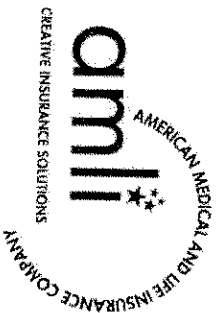
- | | Yes | No |
|---|--------------------------|--------------------------|
| 1) known by any other name? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2) an agent or employed by us? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3) a leading institution, public utility, bank holding company, savings and loan holding company or a subsidiary or affiliate of the foregoing or an officer or employee thereof? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4) (for a partnership or corporate appointment) a qualifying active partner or qualifying active officer of the partnership or corporation who is not eligible for an Individual license/CQ? | <input type="checkbox"/> | <input type="checkbox"/> |
| 5) refused a license/CQ or had a license/CQ suspended or revoked or not renewed when requested in another state, territory or possession of the US, District of Columbia, or any Canadian provinces? | <input type="checkbox"/> | <input type="checkbox"/> |
| 6) fined/formally disciplined by an Ins. Dept/government authority? | <input type="checkbox"/> | <input type="checkbox"/> |
| 7) charged in any capacity whatsoever by any insurer, financial institution, employer or others, with financial irregularities, misconduct, or fraud or discharged from employment for cause or for any of the above reasons? | <input type="checkbox"/> | <input type="checkbox"/> |
| 8) convicted of a crime (other than traffic infractions/youth offender)? | <input type="checkbox"/> | <input type="checkbox"/> |
| 9) currently covered for errors and omissions? | <input type="checkbox"/> | <input type="checkbox"/> |
| a. Name of Carrier _____ | | |
| b. E&O coverage amounts _____ | | |

By signing below, you: 1) certify that the above information is true and complete to the best of your knowledge and belief; 2) authorize verification of the above information, at our discretion; 3) understand: a) an investigative report may be made; b) you have no authority or power to modify, alter, or waive any of the terms and conditions of our insurance contracts; c) you have no authority to bind us by accepting any representation or information for insurance or by making any agreement with or promise to the applicant in connection with said insurance; and, d) if we should, for any reason, refund any premiums, you lose all right to any commission on such premium and agree to return such commission.

Individual Signature _____ Date ____/____/____

Corporation Signature _____ Date ____/____/____
(Principal, Partner, Officer or Director)

Agent Appointment Fees By State



AGENT APPOINTMENT AND LICENSING POLICY

AMLI strictly enforces all state licensing and appointment requirements for agents who place business with us.

All agents must have a broker's license which is valid in the state in which the policy is written for the coverage that is sold. For group policies, this is the state in which the policy is situated. For individual and association-based policies, this is generally where the member/individual resides.

In order for an agent to receive compensation, all licenses must be kept current and the agent must be appointed by AMLI. Appropriate background checks will be done prior to appointment. Our appointment guidelines include:

Ensuring that applicant does not have any prior felony convictions or any felony charges pending; applicant does not have more than (2) misdemeanor occurrences and/or convictions in the past (3) years; applicant has not omitted or provided erroneous information to questions on AMLI's Agent Data form; applicant's insurance license is neither currently nor has it previously been suspended or cancelled for cause; applicant is not a party to outstanding or unsettled Insurance Department or policyholder complaints.

If an agent does not meet these requirements, he or she will not be appointed and is not authorized to sell AMLI products.

With respect to call center representatives who are soliciting AMLI association-based or individual products, it is a requirement that the rep closing the sale have a valid license in the state in which the individual resides. A sale cannot be closed by an unlicensed agent. Closing the sale includes a review of the benefits and rates/fees with the buyer.

In the case of General Agents who may be paying commissions to a sub-agent, it is incumbent upon the General Agent to ensure that AMLI has received all licensing information and agent or entity has been appropriately appointed by AMLI before releasing payment.

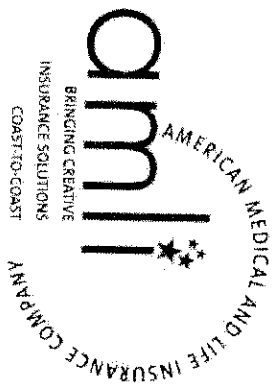
We thank you for adhering to these guidelines. If you have any questions, please contact Lorraine Classi, Chief Compliance Officer at (646) 223-9300.

I have read this document and understand AMLI's licensing requirements:

Signature _____

Date _____

5/7/2008



8 West 38th Street, Suite 1002
New York, NY 10018

PHONE 646.223.9300
TOLL FREE 866-691-9353
WEBSITE www.usamli.com

AMLI POLICY AND PROCEDURE FOR ADVERTISING

Policy

It is the objective of the Company to provide advertising and sales promotion materials that are unambiguous as to purpose, and truthful and fair as to content and presentation. To ensure that any advertising materials, as defined below, whether created by home office staff or AMLI producers, have the written approval AMLI's Compliance Department.

Many states mandate the filing of all advertising material, which must be approved prior to the use of any material. It is imperative that AMLI receive all advertising material in advance of its use. AMLI requires that any advertisement desired to be distributed, printed or televised be pre-approved by AMLI and where applicable the appropriate state departments. AMLI reserves the right to immediately cease and desist the use of any material distributed, printed or aired without AMLI's written pre-approval.

The central theme of all state laws and regulations governing advertising is that advertising must be complete and clear so as to avoid deception, and that such advertising must not have the capacity or tendency to mislead or deceive. Generally, discretion is left to the Commissioner of Insurance of each state based upon overall impression that the advertisement may reasonably be expected to create upon a person of average education or intelligence within the segment of the public to which it is directed.

Often, what is and is not "advertising" is not apparent. The NAIC Model defines the term "advertisement" to include virtually any marketing or sales practice in any medium designed to create interest in 1) an insurer, 2) producer, or 3) an insurance product. Therefore, any question as to what is meant by the word "advertisement" will most likely be resolved in favor of considering the material in the advertisement.

Generally, advertisement encompasses any materials that are used in conjunction with the marketing or sale of any AMLI product and/or service. That includes letters, newsletters, advertisements, third party materials, and seminar and training materials, regardless of the media used. Examples of advertising materials include:

- Articles
- Billboards
- Business cards
- Cassettes
- Direct mail letters
- E-mail, voice mail messages, fax mail
- Fact finders
- Flyers
- Illustrations
- Informational releases
- Letters
- Mailers
- Newsletters

- Newspaper ads
- Posters
- Print, radio, TV and all forms of media advertising
- Product brochures
- Promotional items, such as pens, T-shirts and other premium items
- Recruiting materials
- Slide presentations
- Software
- Stationary
- Testimonials and endorsements
- Training and educational material

Note that the above list is by no means exhaustive. Anything that is used to create interest in AMLI or an AMLI product may be construed as advertising.

Guidelines for Describing AMLI Products

These guidelines are provided to assist you in understanding the fundamentals of ethical advertising; they are by no means exhaustive.

In general, advertising and sales promotional materials should be clearly understandable by someone not knowledgeable in insurance terminology and concerns.

Use proper terminology when identifying the product.

Make it clear that you are discussing an insurance policy. If a product is not insurance or a discount plan or is not affiliated with AMLI, this must be clearly and unambiguously disclosed in the advertisement. Advertising materials, once approved by the Company, may only be used for its intended purposes. The Compliance Department shall review all advertisement materials for compliance with State Insurance Laws.

The advertising will be submitted to the Compliance Department who will maintain a system of control over the content, form and method of dissemination of all advertisements of its policies.

All advertising will be logged into the advertising log and assigned a form number and a notation indicating the manner and extent of distribution. A specimen copy of every advertisement will be maintained at the home office. The log will also contain the date of approval from the Compliance Department.

As part of the tracking process an advertisement cover sheet will be attached to each advertisement to track changes and ultimate approval.

ACKNOWLEDGEMENT OF RECEIPT

I, _____ hereby acknowledge receipt of AMLI's Advertising and Policy Procedure and agree to adhere to the Guidelines set forth above.

Signature

Title

Date

.....

Med South Health Plans, LLC
1375 Lenoir Rhyne Blvd Ste 119
Hickory, NC 28602
Phone: (828) 431-2073
Fax: (828) 431-2183

Fax

To: _____ Fax: _____

From: _____ Date: _____

Re: _____ Pages: _____

CC: _____

Urgent For Review Please Comment Please Reply Please Recycle

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