

## ASSOCIATE AGREEMENT

WE WELCOME YOU AS A MEMBER OF THE UBA TEAM.

### APPLICANT INFORMATION

<input type="text" value="Social Security Number/Federal ID Number"/>	<input type="text" value="Birthdate (optional)"/>
<input type="text" value="Applicant Name (Last, First, M.I.)"/>	<input type="text" value="Company Name (Optional)"/>
<input type="text" value="Sponsor"/>	Commission Advance <input type="checkbox"/> YES <input type="checkbox"/> NO
<input type="text" value="Address"/>	<input type="text" value="Daytime Phone Number"/>
<input type="text" value="City"/> <input type="text" value="State"/> <input type="text" value="Zip"/>	<input type="text" value="Evening Phone Number"/>
<input type="text" value="Email Address"/>	<input type="text" value="FAX Number"/>

### DIRECT DEPOSIT INFO

<input type="text" value="Name on Account"/>	<input type="text" value="Bank Account No."/>
<input type="text" value="Bank Routing No."/>	<input type="text" value="Signature"/>
<input type="checkbox"/> Checking <input type="checkbox"/> Savings	

*I authorize UBA Insurance Services, Inc. to deposit my payroll automatically to the account indicated below and, if necessary, to adjust or reverse a deposit for any payroll entry made to my account in error. This authorization will remain in effect until I cancel it in writing and in such time as to afford UBA Insurance Services, Inc. a reasonable opportunity to act on it.*

### INSURANCE LICENSED REQUIRED

The following questions **MUST** be answered, or the application will be returned:

1. Has your insurance license, from any state, ever been suspended or revoked?     Yes     No
2. Have you ever been convicted of a felony?     Yes     No
3. Have you ever declared any form of bankruptcy?     Yes     No  
*If yes, submit details.*

Resident State:     License #:

Non-Resident State Appointments (please list states):

### PAYMENT METHOD

<input type="text" value="Name on Card"/>	<input type="text" value="Exp Date"/>
<input type="text" value="Credit Card No."/>	<input type="text" value="Authorized"/>
<input type="checkbox"/> Visa	

**WAIVED**

**\$95 payable to H A Partners, Inc. by credit card or debit card.**

I hereby acknowledge that I have received a copy of the UBA Associate Agreement. I commit to uphold the spirit of intent and values contained herein. I have read, understood, and agree to abide by the Associate Agreement of UBA Insurance Services, Inc.

I certify that the foregoing statements are true and correct to the best of my knowledge and belief. I hereby grant any licensed agent or employee of UBA or a company for which UBA acts as general agent or wholesaler, permission to receive this Application and to verify such answers. I understand that any false statements on this application may be considered as sufficient cause for rejection, or for termination if such false statements are discovered subsequent to acceptance. If accepted, I agree to comply with all rules and regulations of the Department of Insurance. I understand that any fees paid here are not refundable in any event.

\_\_\_\_\_  
 APPLICANT'S SIGNATURE

\_\_\_\_\_  
 DATE

## 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 (required): <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) ▶	
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 ▶
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### 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.

## POLICIES & PROCEDURES

In accordance with the terms and conditions contained in this Application and Agreement (hereinafter "Agreement"), I hereby submit my application to become an Associate, (hereinafter referred to as "Associate"), with UBA Insurance Services, Inc., (hereinafter referred to as "UBA"), and hereby state and agree as follows:

1. I am of legal age, in the state in which I reside, to enter into this Agreement. This Agreement becomes effective on the date received, signed by the applicant, and accepted by UBA in its home office located at 409 W Vickery Blvd, Fort Worth, Texas 76104.
2. Upon acceptance of this application I understand I will become an Associate of the Company and will be eligible to participate in the selling of UBA's services and receive commissions in connection with such sales in accordance with UBA's Policies & Procedures & Compensation Plan.
3. I understand that as an Associate, I am an independent contractor, not an agent, employee or franchisee of UBA. I further understand & agree that I will not be treated as an employee with respect to such services, for federal or state tax purposes. Nor will I be treated as an employee for purposes of the Federal Unemployment Tax Act, and Federal Insurance Contributions Act, the Social Security Act, and State Unemployment Act or State Employment Security Act. I understand and agree to pay all applicable federal and state income taxes, self employment taxes, sales taxes, local taxes, and / or local license fees that may become due as a result of my activities under this Agreement.
4. I agree that as an independent contractor, I will be solely responsible for all statements made regarding UBA's Compensation Plan or services which are not expressly contained in writing in UBA's policies, product description or Compensation Plan.
5. I understand and agree that my remuneration will consist solely of commissions, overrides and/or bonuses, relating to the sale or other output derived from in person sales, solicitations or orders from ultimate consumers, primarily in the home or otherwise, rather than in a permanent retail establishment.
6. I understand that I am not required to make any purchase in order to become an Associate. If I decide not to continue as an Associate, I may submit my written notarized resignation. Doing so automatically terminates this Agreement. I understand I am not required to purchase inventory of any kind in order to become an Associate.
7. I hereby agree to represent UBA's Compensation Plan fairly & completely, emphasizing that retail sales are a requirement, that no purchase of goods or services is required at any level, that no recruitment fee can be derived from the mere act of sponsoring other Associates, and that no earnings are guaranteed from participation in the Compensation Plan. I agree that I will not make any representations about the actual, potential or expected earnings of any Associate of UBA.
8. I understand that as an Associate, I am not guaranteed any income, nor am I assured any profit or success. I understand the Compensation Plan and that I can only make commissions upon the sale of UBA's goods and services. I will be free to set my own hours, and determine my own location and methods of selling, within the guidelines and requirements of this Agreement.
9. I further certify that neither UBA nor my sponsor have made any claims of guaranteed earnings or representations of the anticipated earnings that might result from my efforts as an Associate. I understand that my success as an Associate comes from retail sales, service, and the development of a marketing organization. I understand and agree that I will make no statements, disclosures, or representations in selling UBA's goods & services or in the sponsoring of other prospective Associates other than those contained in approved company literature.
10. I hereby agree not to re-package or re-label UBA's services nor to sell said services under any other name or label. I further agree to refrain from producing, selling, and using, for the purpose of advertising, promoting or describing UBA's services, Compensation Plan, or other programs, any written, recorded, or other materials which have not been approved or provided by UBA.
11. In the event I sponsor other Associates, I agree to perform a bonafide supervisory, distributive and selling function in connection with the sale of UBA's services to the ultimate consumer. I also agree to train any Associates I may sponsor in the performance of these functions. I agree to have continuing communication and supervision with my sales organization.
12. I understand and agree that UBA, in order to maintain a viable marketing system, may make modifications in the Policies and Procedures, Compensation Plan, company literature and product prices. I further agree to be bound by such changes upon notification through official company literature.
13. I understand that the acceptance of this Application does not constitute the sales of a franchise or a distributorship, and that there are no exclusive territories granted to anyone, and that no franchise fees have been paid, nor am I acquiring any interest in a security by the acceptance of this Agreement.
14. I understand and agree that because of the personal nature of this Agreement it may not be transferred or otherwise assigned without the prior written consent of UBA.
15. UBA reserves the right at any time to no longer accept new membership sales or associate recruitments from any Associate, and to adjust or change any marketing plan and incentive program and to modify these Policies and Procedures at any time without prior notice.
16. This Associate Agreement may be terminated at any time upon written notice by the Associate, by UBA Insurance Services, Inc. with written notice to the Associate, immediately by UBA Insurance Services, Inc. for actions or statements which UBA, in its sole discretion, determines to be contrary to its best interests. An Associate who terminates his/her Associate Agreement or who is terminated by UBA will, effective on the date of termination, no longer be entitled to any bonuses or commissions, including renewals, advanced or earned, personal or downline.
17. Following the conclusion of the original Associate Application, which is subject to renewal January 1<sup>st</sup> of each year, the Associate may renew, as long as all Associate obligations are fulfilled. New Applications that are received and accepted by UBA after September 1<sup>st</sup> are not subject to the renewal requirement on January 1<sup>st</sup> of the year immediately following. The Associate who fails to renew his or her Distributorship at the end of each fiscal year will result in expiration of that Distributorship, and all rights to rebates, bonuses, position, and wholesale purchase authority shall cease. An Associate whose Distributorship expires, is not entitled to receive any sales commissions, override commissions, bonuses or any other remuneration, past the expiration date of the Distributorship.
18. This Agreement is governed by the laws of the State of Texas and the parties agree that any claim dispute or other difference between them shall be exclusively resolved by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association with arbitration to occur at UBA's preference in Fort Worth, Texas. This Agreement shall be binding upon the successors and assigns of both parties.
19. I understand and agree that this Agreement, including UBA's Policies & Procedures, & Compensation Plan, incorporated herein by reference, constitute the entire agreement between the parties hereto.

A PARTICIPANT IN THIS COMPENSATION PLAN HAS A RIGHT TO CANCEL AT ANY TIME, REGARDLESS OF REASON. CANCELLATION MUST BE SUBMITTED IN WRITING TO UBA INSURANCE SERVICES, INC. AT ITS PRINCIPLE PLACE OF BUSINESS.