New Associate Agreement - Policy

What it means to be a New Associate with PHP Agency, Inc.

Individuals desiring to become Associates of PHP Agency, Inc. enter into the NEW ASSOCIATE AGREEMENT ("NAA"). The NAA is an application to accept an individual as an independent sales representative of PHP Agency, Inc. ("PHP"). Any applicant becomes an Associate only upon the written acceptance by PHP. PHP wishes to engage the Individual as an Associate on the terms and conditions set forth below. To become and remain an Associate / member of PHP, you must:

- Be a US citizen – OR – a resident alien holding a valid "Green Card" and hold a Social Security Number issued by the U.S. Federal Government (or ITIN Number in California and Illinois ONLY) and be at least 18 years of age.

- Associate understands and agrees that the Associate will be a self-employed independent contractor. PHP shall not control the Associate's work hours, number of hours worked, or place of work. Associate shall source, own, and use the business tools that the Associate deems necessary to perform his or her services, including personal computer, tablet, mobile phone, or any other office equipment. At no time shall anything in this agreement be construed to create an employee-employer relationship between the Associate, PHP, or any of its affiliates.

- Associate shall be solely responsible for reporting and payment of all federal, state, and local taxes based on business conducted or any form of income earned under this agreement. This includes, but is not limited to, income taxes, payroll taxes, self-employment taxes, unemployment taxes, sales taxes, franchise taxes, intangible taxes, and personal property taxes.

- Associate agrees to represent, disclose, promote, or publish its relationship with PHP as an independent contractor and not an employee, owner, or partner of PHP.

- Associate warrants that Associate has not been convicted of, or plead guilty or no contest to, any criminal felony involving dishonesty or breach of trust and has not been convicted of an offense under Section 1033 of the Violent Crime Control and Law Enforcement Act of 1994.

- Associate will not make false, misleading, or deceptive representations concerning the income, profits or earnings that may be anticipated by clients, recruits, or other associates.

- Associate shall conduct its business in a legal, ethical, honest, and fair manner and in the best interest of the Associate's clients, PHP, and PHP's affiliated insurance companies.

- Associate shall be responsible for obtaining and maintaining all licenses and permits as required by the appropriate state, local, and federal authorities governing business conducted under this Agreement by Associate in such jurisdiction.

- PHP shall offer, on a regular basis, multiple forms of training and support to Associate in marketing PHP and the products offered by PHP's affiliated insurance companies or other product providers. This includes conventions, local meetings, and training events.

- PHP shall devote ongoing efforts to optimize its business support systems and the array of products offered by its affiliated companies.

- PHP shall maintain its website and other business systems that educate, support, and inform the Associate.

- Associate will not disparage, demean, or make negative remarks about PHP (including its officers, directors, or employees), other PHP associates, PHP's products, or PHP's Marketing and Compensation Plan.

- **PHP New Associate Fee:** The PHP New Associate Fee is <u>**$199.00**</u>. This one-time fee includes administrative processing and certain educational materials, licensing resources and support services ("licensing resources and support") provided to support the Associate's effort to apply for a state life insurance license.   The Associate's upline Marketing Director shall provide or explain the details of such licensing resources and support to the Associate.   A portion of this fee also provides free access for 12 months to the PHP Platform (Bamboo), which includes access to and utilization of: the PHP Associate Back Office, PHP Education Website, the PHP mobile phone app and other services or resources as may be added to the PHP Platform from time to time. At the one-year anniversary of this Agreement, the PHP Associate Annual Platform Fee, or the PHP Marketing Director Annual Platform Fee will be charged to Associate.

- **Refunds PHP New Associate Fee**: The Associate has three business days after the enrollment date (the date the **$199.00** fee was charged) to provide PHP a formal request for a refund of the PHP New Associate Fee.   This formal request must be made via email to the upline Marketing Director AND simultaneously to admin@phpagency.com.   Any refund amount will be granted by PHP only after the formal request is received and reviewed by PHP.   If, however, more than three business days have elapsed after the enrollment date, no refund shall be granted.