The Company

WELCOME TO AMERIPLAN® CORPORATION

AmeriPlan® Corporation is a privately held corporation headquartered in Plano, Texas. We are a non-insurance, provider access organization. Our plan includes Medical, Dental, Vision, Prescription and Chiropractic benefits.

AmeriPlan® Corporation is the nation’s premier supplemental benefits company. We have an experienced staff dedicated to customer service, marketing and administration. Our commitment to service and quality is unequalled in the industry.

A network of Independent Business Owners market the AmeriPlan® benefit programs and serve individuals, businesses and organizations across the United States. The staff of AmeriPlan® Corporation has the expertise to assist our members in effectively utilizing the tremendous savings that the plans provide.

AmeriPlan® is a member in good standing with The Conference Board, The Better Business Bureau of Dallas, United States Chamber of Commerce, Texas Retailers Association, the American Academy of Group Dental Practices, the National Association of Dental Plans, the Consumer Health Alliance, and the Direct Selling Association (DSA).
OUR MISSION

• Provide high quality, affordable benefits to the average American family.

• Hold the well-being of our Members, Brokers, Service Providers, Staff and Company in equal balance.

• Foster an environment that promotes a spirit of cooperation, self-improvement, leadership and genuine concern for each other.

• Adhere to the highest standards of professionalism, service and leadership, which will earn us the respect and praise of our industry while providing financial stability and independence to those who earn it.
AMERIPLAN® CORPORATION

CHAIRMAN OF THE BOARD
& CHIEF EXECUTIVE OFFICER
DENNIS BLOOM

PRESIDENT & CHIEF OPERATING OFFICER
DANIEL BLOOM
Operating Hours

Office Hours

Member and Broker Services: 7:00 am - 9:00 pm (CST)
Monday - Friday
9:00 am - 5:00 pm (CST)
Saturday

Administrative Offices: 8:30 am - 5:30 pm (CST)
Monday - Friday

Mailing Address: 5700 Democracy Drive
Plano, Texas 75024

Contact Phone Numbers

Administrative Offices: (469) 229-4500

Member Services: (469) 229-4501 option 2 in Dallas
(800) 647-8421 outside Dallas

Broker Services: (469) 229-4501 option 3

Bank & Credit Card Services: (469) 229-4504
(800) 550-9726 outside Dallas

Fax Applications: (469) 229-4589 or (469) 229-4590
(These are the only fax numbers that accept faxed applications)

Fax Sales Aids Orders: (469) 229-4588
(credit card only)
I. APPLICATIONS

MEMBER/BROKER BENEFITS APPLICATIONS & AGREEMENTS

1. PAY METHODS

A. DRAFTING

All Member and Broker Benefits fees paid on a monthly or quarterly basis must use either electronic bank draft or credit card (except pre-paid credit cards) and will be drafted on the 3rd or the 18th of each month. All annual Member and Broker Benefits fees must be paid by credit card (except pre-paid credit cards), check, or other certified funds (money order, cashiers check). Annual Members or Brokers are invoiced each year.

Broker Benefits fees are deducted from any commissions (bonus, advance, residual). If a Broker’s commissions are not sufficient to cover their Broker Benefits fees, AmeriPlan® drafts their account on the 3rd or 18th of each month.

Make sure all proper drafting information accompanies each application and the proper pay mode (monthly, quarterly or annually) is marked. AMERIPLAN® DOES NOT ACCEPT SEMI-ANNUAL PAYMENTS. Annual payments do not require bank or credit card drafting information.

Money orders, cashiers checks, and other certified funds ARE NOT accepted for the initial fees on monthly or quarterly payments.

AMERIPLAN® DOES NOT ENROLL MEMBERS OR BROKERS ON A TEMPORARY BASIS. ALL BROKER AND MEMBER BENEFIT AGREEMENTS ARE ON AN ANNUAL BASIS.

B. SPECIAL INSTRUCTIONS FOR DRAFTING SAVINGS ACCOUNTS

A letter from the financial institution where the account is located must be provided. This letter must be on the bank’s letterhead, must be signed by a bank employee, and must include the ACH routing number and the account number of the Member or Broker. Do not send initial fees if drafting by savings account. AmeriPlan® drafts the initial fees from the savings account upon receipt of the application.

C. BROKERS PAYING FOR OTHER BROKER AND MEMBER BENEFITS FEES

In order for Brokers to pay for other Broker’s Benefits fees or other Member’s membership fees, such fees must be paid in advance annually. ANNUAL FEES ARE NON-REFUNDABLE! This business does not count for pin level, promotions, contests, or for the “one piece of business” rule.

D. MEMBERS PAYING FOR OTHER BROKERS AND MEMBERS

A Member cannot pay for a Broker’s benefits fees. However, a Member can pay for another Member’s membership fees. The new Member only counts for commissions. The Member does not count for pin level, promotions, contests, or for the “one piece of business” rule.

E. CASH TRANSACTIONS

AmeriPlan® does not accept cash for any payments. AmeriPlan® is not responsible for lost cash.
F. PRE-PAID CREDIT CARDS

Pre-paid credit cards are not accepted by AmeriPlan® for any initial payments or any recurring drafting for Members or Brokers. Upon the receipt of a pre-paid credit card, the application is placed into pending. The application remains there until AmeriPlan® receives proper drafting, ultimately causing delay and potentially affecting commissions and promotions.

2. BROKER IDENTIFICATION NUMBERS

The enrolling Broker must complete the appropriate spaces on the Broker Benefits Agreement and Membership Application to ensure proper credit.

Enrolling Brokers must include their Social Security number, Federal Tax ID, or Broker identification number assigned by AmeriPlan® on all applications. If AmeriPlan® cannot read the enroller number, the enrolling Broker does not receive credit for the enrollment. The enroller’s number must be legible on each application.

3. BANK AND CREDIT CARD AUTHORIZATIONS

The new Member or Broker must sign the application according to their chosen method of payment: monthly, quarterly or annually. The signature of the person who is paying via bank draft or credit card must be on the original application in the payment authorization area.

4. COMPLETION OF APPLICATION

It is extremely important to complete the Broker Benefits Agreement and Membership Application in its entirety, including apartment numbers, zip codes (no PO Boxes for Broker Benefits applications), phone numbers and the payment section. If the application is a household membership, be sure to include the household members. Add any additional household members on a separate piece of paper and attach to the original application. Accuracy of the information is critical. AmeriPlan® is not responsible for missing checks, material or any other mailed items due to incorrect address information. AmeriPlan® reserves the right to reject any incomplete agreements or applications.

5. RECEIVED DATES OF APPLICATION

All applications must be submitted in one of the following manners.

A. Mailed Applications - Must be received by 5:00 P.M. (CST) at the AmeriPlan® corporate office each and every business day to count for that day's business.*
B. Faxed Applications - Must be faxed and received by 5:00 P.M. (CST) at the AmeriPlan® corporate office each and every business day to count for that day's business.* (The ONLY two phone numbers that receive faxed applications are (469) 229-4589 and (469) 229-4590.)
C. E-Commerce - Must be entered on-line before 5:00 P.M. (CST) each and every business day to count for that day's business. You must receive confirmation that the application was accepted.*

* Business received on Saturdays, Sundays and AmeriPlan® holidays will count as “received” on the next business day. AmeriPlan Health applications will have an active date of the day we verify and, based on credit viability, accept the application.
6. ENROLLING AS A CORPORATION OR PARTNERSHIP

AmeriPlan® accepts Broker Benefits Applications in the name of a corporation or partnership under the following conditions:

a. The incorporation date of the applying corporation or partnership must be at least twelve (12) months prior to the date of the application. This rule does not apply when incorporating to purchase an existing Sales Director. (See section Procedure for selling a Sales Directorship)

b. The Broker Benefits application along with a copy of the corporate charter or partnership agreement must be submitted to:

   AmeriPlan USA®
   Corporation Review Department
   5700 Democracy
   Plano, TX 75024
   Attn: Daniel Bloom

c. The Corporate Broker and its shareholders must comply with all AmeriPlan® policies and procedures.

d. Each Corporation or Partnership is entitled to one (1) household membership.

7. BROKER KIT SHIPPING

The Broker kit is shipped to the address that is written on the Broker Benefits application. Delivery cannot be made to P. O. Boxes.

8. FAXED APPLICATIONS AND E-COMMERCE (INTERNET) APPLICATIONS

AmeriPlan® accepts Member and Broker applications by way of fax and internet e-commerce.

WHEN YOU SUBMIT AN APPLICATION BY FAX OR E-COMMERCE, PLEASE DO NOT SEND THE HARD COPY TO AMERIPLAN® OR TRY TO RESUBMIT THE APPLICATION BY FAX OR E-COMMERCE. THIS CAUSES MULTIPLE DEBITS TO THE APPLICANTS FINANCIAL ACCOUNTS.

On all faxed applications, the sender assumes responsibility for the fax to be in readable condition. It is also the responsibility of the sender (Broker) to see that the fax is successfully transmitted and received at AmeriPlan®. It is recommended to use the downloadable application forms in the Online Broker Support area. The ONLY two phone numbers that receive faxed applications are (469) 229-4589 and (469) 229-4590. Faxed applications ARE NOT accepted using any other fax machine at AmeriPlan®.
CANCELLATIONS

1. PROCEDURES

Cancellation requests must be made in writing and mailed or faxed to the AmeriPlan® corporate office to the attention of the Bank and Credit Card Services department. They may also be emailed to stop@stopmembership.com. A phone call does not constitute a cancellation and does not stop a bank draft or credit card charge. Cancellations cannot be accepted from anyone other than the Broker or the primary Member.

Our cancellation policy is as follows:

AmeriPlan® must be given a 30-day advance written notice of cancellation.
A Broker or Member may cancel at any time.

A cancellation of a Broker Benefits Agreement voids that agreement in its entirety. When a Broker cancels their Broker agreement, they lose all commissions, including advances, residuals and contest winnings. If the Broker decides to reinstate, they must do so as a new Broker. Members of a cancelled Broker are assigned to AmeriPlan® after all of the canceling Brokers debts are paid. Brokers under a cancelled Broker are assigned to the first upline enrolling Broker after all of the canceling Brokers debts are paid.

If a Broker or Sales Directors agreement is terminated and the terminating Broker or Sales Director has outstanding debts owed to AmeriPlan®, no roll-up occurs until the debt is paid.

UNDER NO CIRCUMSTANCES WILL AMERIPLAN® REBUILD THE DOWNLINE OF A CANCELLED BROKER.

Cancellation of a Broker Benefits Agreement occurs under the following conditions:

1. The canceling Broker submits a written notification of cancellation.
2. The Broker Benefits fee is not paid or is stopped by the Broker.

2. REFUNDS ON CANCELLATIONS

ALL BROKER BENEFITS AGREEMENTS ARE ON AN ANNUAL BASIS.

ALL MEMBERSHIPS ARE ON AN ANNUAL BASIS AND ALL FEES ARE NON-REFUNDABLE AFTER 30 DAYS UNLESS OTHERWISE STATED UNDER THE GUIDELINES OF OUR 30 DAY MONEY BACK GUARANTEE, WHICH IS AS FOLLOWS:

If you are not satisfied within the first 30 days of becoming a member, you may cancel your membership in writing by mail to 5700 Democracy Drive, Plano, Texas 75024, fax to (469) 229-4595 or email to stop@stopmembership.com. Your membership fee will be refunded. Please be aware that the one-time administrative fee and money paid for healthcare services and products are not refundable. After 30 days membership fees are not-refundable. You may cancel your membership at any time upon written request to AmeriPlan®.

All quarterly and annual Brokers or Members who wish to cancel will remain active until their paid membership period expires.
3. REINSTATEMENTS

A Member or Broker who wishes to reinstate their membership or Broker Benefits Agreement within 6 months after cancellation may do so by notifying AmeriPlan® in writing. They must submit the first month’s fees and supply current bank drafting or credit card information. The registration fee is not required in this instance. The reinstated membership or Broker Benefits Agreement is effective from the date received by AmeriPlan® and remain with the original enroller. The reinstating Member or Broker receives a new membership kit and ID cards.

If it has been six or more months since the Member or Broker cancelled, that Member or Broker must submit a new application along with all fees, including registration and initial monthly, quarterly, or annual fee.

When a Broker, who has been cancelled for more than six months and has a balance due, decides to reinstate, the outstanding balance due must be paid in full before they can be reinstated.

A cancelled Broker desiring to reinstate must do so as a new Broker and must re-qualify for each management level. Their original sales group cannot be reinstated. Cancelled Sales Directors are given 30 days from their cancellation date to reinstate with their sales group intact. Sales Directors are only allowed one reinstatement with their sales group intact.

BROKERS TERMINATED BY AMERIPLAN® FOR VIOLATIONS OF THE BROKER BENEFITS AGREEMENT OR THE BROKER POLICIES AND PROCEDURES MANUAL ARE NOT ELIGIBLE FOR REINSTATEMENT.

MEMBERSHIP CHANGES

1. CHANGING STATUS

Members may change the status of their membership to a different membership plan (except upgrading from DVPC to AmeriPlan Health) by notifying the corporate office by email or letter. The membership fee is adjusted accordingly on the next draft date. New ID cards reflecting the change will be issued.

2. HOW TO CHANGE FROM MEMBER TO BROKER

   A. Complete the appropriate Current Member Upgrade to Broker Agreement.

   B. Please include new drafting instructions if the new Broker wishes to use a different account.

   C. All quarterly and annual membership fees that remain unused are refunded to the Member. AmeriPlan® does not credit these monies to future Broker Benefits fees.

A MEMBER MAY BE UPGRADED TO A BROKER BY ANY ACTIVE BROKER.

WHEN A MEMBER UPGRADES OR A BROKER DOWNGRADES, THE ENROLLING BROKER RECEIVES COMMISSIONS “AS-EARNED”. NO NEW ADVANCE IS PAID TO THE ENROLLING BROKER.

3. ADDRESSES

Please contact Broker Services for any changes of address, phone number or email address.
BILLING

1. RETURNED DRAFTS OR PERSONAL CHECKS

If a Member or Broker Benefits fee draft or check is returned by the bank for INSUFFICIENT FUNDS, a letter is mailed to the Member or Broker with instructions on how to remedy the account. If the draft or check is uncollectible a second time, the Member or Broker is cancelled. NO EXCEPTIONS.

If the draft or personal check is returned STOP PAYMENT or AUTHORIZATION REVOKED, the Member or Broker Benefits Agreement is cancelled immediately. This also includes STOP PAYMENT or AUTHORIZATION REVOKED on any purchase of sales aid items. NO EXCEPTIONS.

If a draft or personal check is returned for any other reason (account closed, refer to maker, invalid account, etc.) the Member or Broker Benefits Agreement is put on an “inactive” status and a letter is sent with instructions on how to bring the account current.

If a Member’s or Broker’s personal check is returned INSUFFICIENT FUNDS, AmeriPlan® sends the check to collections immediately.

If a Broker is inactive due to a returned draft or check, any commissions due (except RSD Commissions) on new business during the inactive period are held and paid only when the Broker is returned to active status. Inactive Brokers may not use commissions held during periods to make their account current. Their existing account must be corrected or new drafting provided.

2. CREDIT CARD DECLINES

If the initial membership fee or initial Broker Benefits fee is declined, a letter is mailed to the Member or Broker requesting new credit card or bank draft information.

If a monthly or quarterly membership or Broker Benefits fee is declined, a letter is mailed notifying the Member or Broker when the credit card is attempted again. If this second charge is declined, the Member or Broker is cancelled. NO EXCEPTIONS.

If a Broker is inactive due to a declined credit card, any commissions due on new business during the inactive period are held and paid only when the Broker is returned to active status. Inactive Brokers may not use commissions held during periods to make their account current. Their existing account must be corrected or new drafting provided.

3. CHANGE OF DRAFTING INFORMATION

If a Member or Broker wishes to change their current drafting information, they must send a fax or mail a written notice of the change to AmeriPlan®, which includes their name, Member/Broker Identification number, and new drafting information. Handwritten draft information is NOT accepted. Only original voided checks or deposit slips are accepted.

4. COMPANY LIST BILLS

AmeriPlan® invoices a company on a monthly, quarterly or annual basis when there are five (5) or more employees participating in the program.

Brokers are required to complete and return the Employer Acceptance letter along with the applications for all participating employees and the appropriate initial membership fees. Each application must be signed by the employee requesting the benefits. It is at the Brokers discretion to waive the registration fee on groups of five (5) or more employees. If the registration fee is waived, all commissions are paid on an as-earned basis. For enrolled groups of 50 or more, commissions are paid only on an as-earned basis, even if the one-time registration fee was collected.
A group consists of five (5) or more individuals with one common billing address. With certain restrictions, Brokers may submit a group or 3 or 4 employees. The restriction is the company MUST submit payment by company bank draft or company credit card ONLY. No list billing is accepted for groups less than (5) employees.

Payment for any group must be made in one of the (3) three following forms; pre-printed company check, company bank draft, or company credit card. Personal checks or credit cards, Money Orders or Cashiers Checks are not accepted for enrollment on group business. If a faxed copy of a company check is submitted with the initial paperwork, the Bank Draft Authorization portion of the Employer Acceptance Letter must be completed and signed before the account is drafted.

Group business is not active until the completed paperwork and full payment is received and verified.

Owners of companies may be a Broker on a list bill. Other employees of a list bill, wanting to become a Broker, must do so on their own using their personal drafting information.

All list bill statements are mailed by the 10th of each month and are due and payable by the first day of the following month. If the 10th falls on a weekend or holiday, the billing statements are mailed the first regular business day prior to the 10th.

If a company that is currently with AmeriPlan® wishes to add a new Member, the employee must complete and SIGN the new application. The company then prints the new Member's name and monthly fee amount on the list bill of the month for which they are requesting coverage. The new Member's fee payment is then included in the check sent for that month, along with the attached signed application.

When the company has chosen the billing option of company credit card or bank draft, they add new Members by faxing the new signed application to AmeriPlan®.

When a company that currently has a list bill with AmeriPlan® wishes to delete a member, the company draws a line through the canceling member's name on the list bill and writes DELETE beside it. The monthly amount of that deleted Member is then subtracted from the total payment for that month.

When the company has chosen the billing option of company credit card or bank draft, the company must fax a letter of cancellation to AmeriPlan®.

Deleted Members are removed from that month's list bill and their benefits are available ONLY through the end of their covered month. Deleted Members may continue coverage, on their own, outside of the employer group. They only need to submit their personal drafting or credit card information to Bank and Credit Card Services.

To change the status of an employee currently enrolled through a group, the company must submit a Change of Status Form. This is attached to a list bill payment or faxed to AmeriPlan®. Changes are effective upon receipt. Also, if these changes result in a different list billing total, the company must correct the invoice amount and check before submitting payment.

When a list bill company becomes 10 days past due, a letter is mailed to the enrolling Broker notifying them that the list bill is 10 or more days past due. If the account is not brought current by the date specified, the company and its employees become inactive or cancelled.

In order for a Broker to receive commissions on a company list bill, the Broker must be AmeriPlan® Group Certified. Contact Broker Services or the Group Division for more information on the Group Certification Program.

In some cases, a list bill company may have more than one Broker working with the Group. AmeriPlan® accepts new list bill groups with up to three (3) Brokers. The Broker on the Employer Acceptance Letter is designated as the “achieving Broker”. Only the “achieving Broker” counts these list bill Members for pin level, contests, promotions, or the “one piece of business” rule. Only the list bill Members with the “achieving Brokers” name and ID number on those applications count for such purposes. The “achieving Broker” and other Broker(s) sharing the business are paid commission only on those applications having their Broker name and ID number on them.
1. PROVIDER REFERRALS

AmeriPlan® accepts medical, dental and chiropractic provider referrals from Members, Brokers or those considering membership. Each referral must contain the patient's name for each Provider referred. Referrals can be emailed to referral@ameriplanusa.com, faxed, or mailed to AmeriPlan®. **If you send a referral via email, please state what type of doctor you are referring.** Referral cards are provided in the membership packet. This is a two-part card with one side coming to AmeriPlan® and the other side directed to the Provider.

Vision and Prescription referrals may also be sent to the Provider Relations Department. These referrals are forwarded to the respective companies.

BROKERS CANNOT UNDER ANY CIRCUMSTANCES SOLICIT A PROVIDER FOR AMERIPLAN®, OR LEAVE LITERATURE IN A PROSPECTIVE PROVIDER’S OFFICE.

AmeriPlan® has trained Provider Relations Representatives who contact Providers for participation in our program. Brokers are to direct all referrals to the AmeriPlan® Provider Relations Department.

2. PROVIDER LOOK UPS

Members or Brokers unable to locate a Provider in their area may contact Customer Service to request further assistance. Providers are also available on the Internet at www.ameriplanusa.com.

3. REGIONAL FEE SCHEDULE

AmeriPlan® has developed customized fee schedules for different regions. Note the changes in the fee schedules prior to enrolling Members in these areas.

4. OUT OF MARKET PROVIDER REFERRALS

If AmeriPlan® receives a Provider referral in a market where we are not currently operating, the referral is held until expansion plans include that area.

5. PROVIDER COMPLAINTS

Complaints should be submitted in writing by the Member to the attention of the Provider Relations Problem Resolutionist at the AmeriPlan® corporate office. All information that clarifies the complaint should be included, i.e., bills, statement of charges or other correspondence from the Provider.

All complaints are processed immediately and responded to in a timely manner.

**PLEASE REFER THE MEMBER WITH THESE COMPLAINTS TO AMERIPLAN®. BROKERS CANNOT UNDER ANY CIRCUMSTANCES INTERVENE FOR A MEMBER AT A PROVIDER’S PLACE OF BUSINESS. THIS INCLUDES TELEPHONE CALLS TO THE PROVIDERS OFFICE.**
6. APPLYING TO BE A PROVIDER RELATIONS REPRESENTATIVE

Brokers may apply to receive special training as a Provider Relations Representative by fulfilling the requirements below:

1. Submitting a current resume and recent photo to AmeriPlan®, Attention: Provider Relations Department
2. Professional appearance and positive mental attitude
3. Outside sales experience or experience in the healthcare field
4. Self motivated and team player
5. Willingness to commit to four (4) hours per week contacting prospective dentists
6. Must be a Sales Director.

MEETING THE ABOVE REQUIREMENTS DOES NOT GUARANTEE A PROVIDER RELATIONS REPRESENTATIVE POSITION.

7. RECRUITING AMERIPLAN® PROVIDERS

A Broker cannot attempt to recruit an AmeriPlan® Provider. AMERIPLAN® PROVIDERS MAY NOT SIGN UP AS AMERIPLAN® BROKERS, AND AMERIPLAN® BROKERS MAY NOT SIGN UP AS AMERIPLAN® PROVIDERS. NO EXCEPTIONS.

8. CONTACTING PROVIDERS

A Broker may only contact an AmeriPlan® Provider for professional services.
1. HOW TO ORDER SALES AIDS

If paying by credit card you may fax your completed sales aid order form directly to the Sales Aid Order Department at 469-229-4588. If paying by check, money order or AmeriPlan® Certificates (Bloom Bucks), mail your completed order form and payment to AmeriPlan USA®, 5700 Democracy, Plano, Texas 75024. Please retain a copy for your records. Sales Aids also may be ordered through your Broker Support site.

Please note that actual sales tax and UPS shipping charges are applied to each order. If you mail your order form, you may estimate a 10% additional charge for these costs.

TELEPHONE ORDERS ARE NOT ACCEPTED. A SALES AID ORDER FORM MUST ACCOMPANY ALL ORDERS. AMERIPLAN® ACCEPTS FAXED COPIES OF SALES AID ORDER FORMS WITH A CREDIT CARD PAYMENT ONLY!! DO NOT SEND THE ORIGINAL ORDER FORM IF A FAXED ORDER HAS BEEN SENT. THIS CAN CAUSE DOUBLE SHIPMENTS AND DOUBLE CHARGES.

2. SHIPMENTS

Please allow 3 to 10 business days to receive your sales aid order after it has been received by AmeriPlan®. Sales aid orders are processed as they are received. SHIPMENTS CANNOT BE MADE TO P.O. BOXES.

3. SALES AIDS ORDERS TO HAWAII

Please be aware that Sales Aids orders shipped to the state of Hawaii will cost more money. This is due to ground shipping services not being available to this state.

4. SEND SALES AIDS ORDERS TO:

    AMERIPLAN USA®
    5700 Democracy
    Plano, TX 75024
    (469) 229-4588 – fax
COMMISSIONS

1. ADVANCES

Members

Brokers receive a 30% level residual commission for enrolling new DVPC Members and 20% level residual commission for enrolling new AmeriPlan Health Memberships.

If the new DVPC Member pays monthly, the enrolling Broker may elect to receive a six-month advance commission; if the new DVPC Member pays quarterly or annually, the enrolling Broker may elect to receive a one year advance commission. If the new AmeriPlan Health Member is a household membership, the enrolling Broker may elect to receive a $100 advance commission; if the new AmeriPlan Health Member is an individual membership, the enrolling Broker may elect to receive a $75 advance commission.

The enrolling Broker also may elect to receive commissions on these Members “as-earned”. “As-earned” means that no advance is paid but the Broker receives their 20% or 30% residual commission every month as long as the Member continues to pay their membership fees.

Brokers

There are two types of Brokers:

Basic Broker - Individual who signs up as a Broker but does not elect to sign up for the APP Pak.

APP Broker - Individual who signs up for the APP Pak

You may elect to receive the following advance commissions:

Basic Broker - $100 advance commission

APP Broker - $250 advance commission

If you elect to be paid “as-earned”, you receive a 60% advance commission ($21) each month until you cumulative-ly earn the advanced commission amounts ($100, $250) you elected not to receive. Once you reach these amounts, you are paid a 30% residual commission ($10.50) thereafter.

Member and Broker Advance commissions are issued on a daily basis, except e-commerce ACH applications. These advance commissions are delayed five (5) business days to ensure receipt of funds.

AmeriPlan Health Advance commissions will be delayed up to 10 business days to ensure the credit viability and verification of the applicant.

Please allow 10 business days after the application is activated to receive your daily advance commission checks.

If a Broker requests to have a check re-issued, the Broker must send in the original check and AmeriPlan® will re-issue the check upon receipt of the old check. If a Broker’s check is lost or stolen, AmeriPlan® will re-issue the check 60 days after the issue date of the original check.

2. MANAGEMENT LEVELS

There are six management levels in AmeriPlan®. The following are the qualifications to attain each level and to be “paid-as” for the level. “Paid-as” is the status earned by Sales Directors to be eligible to receive management over-rides and RSD commissions.
Regional Sales Director (RSD) - to attain RSD you must enroll four active Brokers and six active Members.* A “paid-as” RSD is an active RSD that maintains at least four active Brokers and six active Members.

Senior Regional Sales Director (SRSD) - to attain SRSD you must be an RSD and have at least three (3) first level “paid-as” RSDs. A “paid-as” SRSD must be active and maintain three first level “paid-as” RSDs OR have a minimum of $1000 Personal Sales Group Monthly Revenue (SGMR).

Executive Sales Director (ESD) - to attain ESD you must be an SRSD and have at least one (1) first level “paid-as” SRSD. A “paid-as” ESD must be active and maintain one first level “paid-as” SRSD OR have a minimum of $2000 Personal SGMR.

Senior Executive Sales Director (SESD) - to attain SESD you must have at least two (2) first level “paid-as” SRSDs. A “paid-as” SESD must be active and maintain two first level “paid-as” SRSDs OR have a minimum of $3000 Personal SGMR.

National Sales Director (NSD) - to attain NSD you must have at least three (3) first level “paid-as” SRSDs. A “paid-as” NSD must be active and maintain three first level “paid-as” SRSDs OR have a minimum of $4000 of Personal SGMR.

National Vice President (NVP) must have:
(4) ACTIVE NSDs on their first level
(3) ACTIVE NSDs on their second level
(2) ACTIVE NSDs on their third level
(1) ACTIVE NSD on their fourth level
$15,000 personal sales group monthly revenue

* Upgraded Brokers, downgraded Members, and rollups do not count for the four Brokers and six Members to achieve the level of Regional Sales Director.

3. ONE PIECE OF BUSINESS PER MONTH REQUIREMENT

All Sales Directors must submit a minimum of one new active Broker or one new active Member on their first level each month to qualify for that month’s overrides. AmeriPlan® must physically receive the minimum one new Broker or one new Member application by 5:00 pm Central time the last business day of each month.

Sales Directors can utilize one exemption from the one piece of business requirement per calendar year. This exemption must be requested in writing and received by 5:00 pm Central time at AmeriPlan® prior to the last business day of the month in which it is to be used.

Alternately, Sales Directors may enroll 24 new, active first level pieces of business (Members or Brokers) during a calendar year and become “exempt” for the remainder of that calendar year from the one piece of business per month requirement. As long as the Broker has 24 active first level pieces of new business for that calendar year, they remain exempt from the one piece of business per month requirement.

NOTE: During the time Sales Directors are working toward 24 new pieces of business, they must ensure that they have at least one new piece of business during each calendar month. Once Sales Directors achieve 24 active pieces of business, they are exempt from the one piece of business rule in subsequent months that calendar year, as long as they maintain 24 active pieces of business. Once a new calendar year begins, Brokers either must submit one active piece of business monthly, OR again achieve 24 new pieces of business to attain exempt status.

4. RSD Commissions and Overrides

RSD Commissions are paid daily and overrides for the current month are paid on the 18th of the following month. When the 18th falls on a weekend or holiday, commission and bonus checks are direct deposited or mailed (SRSDs and above) the next regular business day. These commissions are for all eligible active business from the beginning of the previous month to the last business day of that month.
**RSD Commission** - A commission paid to the first upline Sales Director of the enrolling Broker at the time a new Broker application is activated. The upline Sales Director, regardless of pin level, must be a “paid-as” RSD to earn these commissions.

RSD Commissions are as follows:
- Basic Broker - $25
- APP Broker - $100

**Overrides**

**Senior Regional Sales Director** - 15% override on 1st level Sales Director Monthly Revenue

**Executive Sales Director** - 10% override on 2nd level Sales Director Monthly Revenue

**Senior Executive Sales Director** - 5% override on 3rd level Sales Director Monthly Revenue

**National Sales Director** - 3% override on 4th level Sales Director Monthly Revenue

**National Vice President** - 1% override on 5th level and below (infinity) Sales Director Monthly Revenue*

* National Vice Presidents (NVP) receive a 1% Builders Bonus override on 5th level and below Sales Director Monthly Revenue. The 1% override is paid downline to the third generation of NVPs. Beginning with a 3rd generation NVP and below, the 1% override is not paid.

5. RETIREMENT WITH AMERIPLAN®

Sales Directors have a lifetime exemption from the “paid-as” status guidelines for overrides at each management level when they have promoted and maintained, for at least twelve consecutive months, ten (10) first level “Paid-as” Senior Regional Sales Directors. They are also exempt from the one piece of business requirement each month when they reach this level.

A Sales Director who attains the level of National Vice President has a lifetime exemption from the “paid-as” status guidelines for overrides through four levels. They are also exempt from the one piece of business requirement each month.*

* NVPs must maintain their MR and structural requirements to remain eligible for the 1% management override (see #2 Management Levels)

6. CHARGEBACKS

When a membership is cancelled, the enrolling Broker’s “Current Trust Account” is charged back all unearned advance commissions.

When a Broker cancels, Broker Benefits chargebacks are divided into six equal payments over a six-month period.

Broker Benefits chargebacks are divided into two types: “Current” (Trust Account) and “Pending Adjustments”. “Current” chargebacks are due for repayment in the current month. “Pending Adjustment” chargebacks are owed to the company in future months, but are not yet current.

Brokers electing advances or receiving RSD Commissions receive them in full (less any “Current” chargeback amounts) unless the amount of chargebacks in a Broker’s Pending Adjustment Account is greater than $1,000. In that event, advances are split, with 50% applied to reduce the Pending Adjustment Account balance, and 50% applied to the Current Account and/or paid to the earning Broker.
Any time the “Pending Adjustment” Charge Back Account balance is less than $1,000, the full advance is paid to the Broker less any “Current” chargeback amounts.

Note: Residual Commissions and Builders Bonus Overrides are always applied to a Broker’s Current Trust Account balance, regardless of the amount owed.

7. LATE LIST BILL COLLECTIONS

When a list bill pays their invoice within the month of the due date, the enrolling Broker receives full commission on the list bill.

If a list bill pays their invoice after the month of its due date, AmeriPlan® will pay full commission on the list bill to the enrolling Broker the following month after payment is received. However, the Broker is charged a service fee, which is the lesser of the two following calculations:

- One month commission on the list bill
- $15 service fee plus $1 per list bill Member

AMERIPLAN® GROUP DIVISION

GROUP CERTIFICATION & PAYMENT POLICY

As of January 1, 2004, any Broker desiring to submit group business of any size must be Group Certified. Any Broker that attended a certification class in the past is considered Certified. You do not need to complete any new training.

To order the Home Study Course, see the new Sales Aid Order Form.

DESCRIPTION: A group consists of 5 or more enrolling employees/members where AmeriPlan® sends one monthly statement to the company and they submit one monthly payment. With certain restrictions, Brokers may submit a group of 3 or 4 employees. Those restrictions being, the company MUST submit payment by company bank draft or company credit card ONLY. No list billing is accepted for groups of less than five (5) employees.

ENGAGEMENT AGREEMENT/ACCOUNT REGISTRATION

A Broker can request protection for a group while they are working toward a completed contract. The Broker must complete and sign an Engagement Agreement/Account Registration (form #GR/0103) and have a Broker of Record Letter (form #GR/0104) completed by the company to ensure a six month protection period. This remains in effect unless another updated Broker of Record letter is received from the company requesting a change from the original Broker. Additionally, the length of six months may be extended by three month intervals if the account is being actively worked and the Broker submits an updated Engagement Agreement.

CRITERIA FOR GROUP DIVISION INVOLVEMENT

When completing the Engagement Agreement/Account Registration, the broker has the option to work the business on their own or request assistance from the Group Division. Depending on the level of the Group Division’s involvement the Broker may be subject to a 75/25 commission split of their 30% commission. Below is a checklist of the Criteria for Group Division Involvement (form #GR/0102) that must be met before any corporate involvement is instituted:

1. Broker must have communicated the benefits to at least the first level decision maker and they have a clear understanding of the program.
2. Broker has a clear determination that the decision maker is ready for the next level of contact.
3. Broker has a clear understanding of the decision making process and timelines involved.
4. Broker is notifying the Group Division, by completing an Engagement Agreement/Account Registration, with all pertinent company information.
5. Group Division personnel will contact Broker to further discuss the prospect, prior to contacting them directly.

REQUEST FOR PROPOSAL (RFP) & BENEFITS ANALYSIS

Because all Requests for Proposals apply to dental indemnity and DHMO plans and are not applicable to dental discount plans, we no longer complete any type of RFP. If you feel that you have an opportunity with an entity or company that requires an RFP you are be responsible for getting the necessary information and completing it. AmeriPlan USA® will not endorse nor be held responsible for any RFP specifications.

The current DVPC & VPC on-line proposals (forms #GR/0106 & GR/0107) in the Group Resources site on Broker Support are available in .pdf format.

Posted in the Group Resources site on Broker Support are two Benefit Analysis forms. One is used in preparing an analysis of AmeriPlan’s discount dental plan with competitive discount plans (form #GR0108). The other is used when compiling an analysis of dental insurance to AmeriPlan® (form #GR/0109).

COMPANY ENROLLMENT

The following checklist, Submitting A New Group (form #GR/0105) describes all the paperwork needed before submitting a new group for enrollment. Group business is not active until the date the completed paperwork and full payment is received.

1. Employer Acceptance Letter (form #AP/02018) completed and signed by an authorized company/group representative.
2. Individual Application - Group List Bill (form #AP/02019) completed and signed by each employee with home address and phone number.
3. Payment must be received in one of the following manners:
   • Check - This must be a pre-printed company check with correct company information
   • Bank Draft - The Bank Draft Authorization portion of the Employer Acceptance Letter must be signed and a void copy of a pre-printed company check must be submitted.
   • Credit Card - This must be a company credit card. No personal credit cards are accepted. A legible copy of the credit card must accompany the paperwork.

AmeriPlan® does not accept, as payment for group business: cashiers checks, money orders, personal checks, personal credit cards or pre-paid credit cards.

NEW GROUP BUSINESS

When a new group is activated they receive a “Group Administration Manual” (#GR/0110). This manual provides them with all of the instructions needed to add, delete or change status of their employees, along with specially designed forms for employer group use only.

COMMISSIONS

When enrolling new group business with five (5) to fifty (50) members, the Broker has the option to waive the one-time $20.00 registration fee. If the fee is waived all commissions are paid on an “As Earned” basis. No advances are paid. On a new group of fifty-one (51) or more members the Broker is ONLY paid “As Earned”, whether they have waived the registration fee or not. No advances are paid.

In some cases group businesses may have more than one Broker working with them. AmeriPlan® accepts new group business with up to three (3) Brokers. The Broker on the “Employer Acceptance Letter” is designated as the
“Achieving Broker”. Only the “Achieving Broker” may count these Members for pin level, contests, promotions or the “one piece of business” rule. Only the members with the achieving Broker’s name and number on those applications count for such purposes. The achieving Broker and other Broker(s) sharing the business are paid commission on only those applications that have their Broker name and number on the application.

AMERIPLAN® REPRESENTATIVE PROGRAM

The Representative Agreements enable someone to sell AmeriPlan® memberships without becoming a Broker. The Representative Agreements are:

1. ENROLLING REPRESENTATIVE

An Enrolling Representative must be a licensed insurance agent or a Third Party Administrator (TPA). A copy of the applicant’s insurance license or the Third Party Administrator’s certificate must be attached to the Enrolling Representative Agreement.

The Enrolling Representative cannot enroll Brokers, but can enroll all types of memberships. The Enrolling Representative is paid a 20% Residual Commission on the monthly membership fees, and the enrolling Broker receives a 10% Residual Commission on the monthly membership fees. All these commissions are paid as-earned, and no Advance Commissions are paid.*

2. GROUP REPRESENTATIVE

A Group Representative must be the owner or employee of the company in which the employees are enrolled as members. These representatives can only enroll employees within their own company, and membership fees must be paid on a list bill.*

The Group Representative cannot enroll Brokers, but can enroll all types of memberships. The Group Representative is paid a 20% Residual Commission on the monthly membership fees, and the enrolling Broker receives a 10% Residual Commission on the monthly membership fees. All these commissions are paid as-earned, and no Advance Commissions are paid.*

3. NON-PROFIT REPRESENTATIVE

For Non-Profit Representatives, the Non-Profit Organization must be the representative and have “non-profit” status. Additionally, the representative must use its Employer Identification Number (EIN) or Federal Identification Number (FIN).

The Non-Profit Representative cannot enroll Brokers, but can enroll all types of memberships. The Non-Profit Representative is paid a 20% Residual Commission on the monthly membership fees, and the enrolling Broker receives a 10% Residual Commission on the monthly membership fees. All of these commissions are paid as-earned, and no Advance Commissions are paid.*

4. ASSOCIATION REPRESENTATIVE

For an Association Representative, the Association must be the representative and must use its Employer Identification Number (EIN) or Federal Identification Number (FIN). An Association Representative can only enroll memberships within its own Association.

The Association Representative cannot enroll Brokers, but can enroll all types of memberships. They can not waive the one-time registration fee on any membership, or enroll any type of Group business. The Association Representative is paid a 20% Residual Commission on the monthly membership fees, and the enrolling Broker receives a 10% Residual Commission on the monthly membership fees. All of these commissions are paid as-earned, and no Advance Commissions are paid.*

* - The Representative/Enrolling Broker commission split on an AmeriPlan Health membership is 14%/6%.
AMERIPLAN® REPRESENTATIVE POLICIES

- AmeriPlan® Representatives (Enrolling, Group, Association, and Non-Profit) are required to pay a one-time $20 registration fee. There are no monthly fees for Representative positions. The Representative and/or the enrolling Broker are responsible for purchasing any AmeriPlan® materials.

- Members enrolled by Representatives count for paid-as requirements, monthly revenue for Builder’s Bonus and NVP status for the upline sales organization.

- AmeriPlan® Representative Agreements do not count as a new Broker for any promotions, contests or for the one piece of business requirement.


- Enrolling, Non-Profit, and Association Representatives may purchase an e-commerce website capable of enrolling individual memberships. The fees must be paid in advance at an annual cost of $180 per year.

- If an AmeriPlan® Representative chooses to become an AmeriPlan® Broker, they enroll as a new Broker, under the AmeriPlan® Broker of their choice paying all new Broker initial fees. They continue receiving 20% Residual Commission on all Members enrolled while they were a Representative, but cannot enroll new Members under their Representative ID number.

- Group Certification is not required for AmeriPlan® Representatives prior to enrolling company list bills.

ADVERTISING

1. INDEPENDENT BUSINESS OWNER

You are an AmeriPlan® Independent Business Owner. You will, by any legal and ethical means: at times and places determined by you in your sole discretion, solicit and submit to AmeriPlan® qualified applications and agreements from prospective members and Brokers. The AmeriPlan® member and Broker Benefits agreements are consumer products and your income is solely from commissions based on the memberships and Brokers you sell, not the hours you “work.” The sole interests of AmeriPlan® are the sales obtained by you, not the means by which you make sales. The opportunity for income as an AmeriPlan® Independent Business Owner is solely dependent on your managerial and marketing skills and the material and equipment purchased by you to achieve success for your business. No employee-employer relationship is created or intended by you or AmeriPlan®. Because you are not an employee of AmeriPlan® you are not eligible for unemployment or worker’s compensation, pension, sick, vacation or medical insurance benefits. Over the years, AmeriPlan® has developed advertising and promotional guidelines that have proven successful to AmeriPlan® Independent Business Owners. These guidelines and policies protect both you and AmeriPlan®.

2. CORPORATE APPROVAL

AmeriPlan® must approve in writing all advertising copy including, but not limited to, using the AmeriPlan® name, trademark or logo for any media including newspapers, posters, flyers, promotional items, etc. It is each Brokers individual responsibility to obtain approval from AmeriPlan® for any advertisement to be used. No Broker should accept ad copy from anyone and assume it has been approved. FAILURE TO OBTAIN WRITTEN APPROVAL CAN RESULT IN TERMINATION OF THE BROKER BENEFITS AGREEMENT. Requests for approval are submitted by mail to Marketing Services exactly as it is to appear in the publication. The approval process takes approximately ten (10) business days. Once approved, AmeriPlan® notifies the Broker by phone, fax or e-mail.
3. TESTIMONIALS

AmeriPlan® provides ALL testimonials. Brokers CANNOT provide testimonials to be distributed in any manner unless submitted to, and approved by AmeriPlan®. Testimonials cannot include Provider names or locations.

4. COMPANY NAMES, TRADEMARKS AND LOGOS

AmeriPlan® employee names, corporate names, trademarks, and logos are proprietary and cannot be used in any manner, including reproduction of literature or in any advertisement without prior written approval from AmeriPlan®. Any approved use of such corporate names, trademarks or logos must indicate that the Broker is an Independent Business Owner of AmeriPlan®. Advertisements to attract Broker or business opportunity advertising must be run blind, i.e. without reference to AmeriPlan® unless approved by AmeriPlan®.

AmeriPlan® strictly prohibits the use of its corporate name, logo or trademark or any statements with respect to AmeriPlan® business or operations in any banking activity by an AmeriPlan® Broker.

VIOLATION OF THIS POLICY COULD LEAD TO THE TERMINATION OF THE BROKER BENEFITS AGREEMENT.

5. PUBLIC OR ELECTRONIC ADVERTISING MEDIA

Broker use of the following media is prohibited: telephone book, billboards, park benches, etc. All radio, television and other electronic media must be approved by AmeriPlan® in writing. Advertising in National publications cannot include any samples of our fee schedules and must also state that AmeriPlan® does not conduct business in the State of Alaska.

Pop-up or banner advertising on the Internet is allowed only AFTER final advertising copy is approved by AmeriPlan®. Pop-up advertising must not appear on ANY official AmeriPlan® websites (see listing under Section 6 below). In most cases Brokers using pop-up advertising employ the services of a third party vendor to make sure the pop-up ad appears on as many websites as possible. Brokers using pop-up advertising must provide a list of official AmeriPlan® websites to the vendor. It is the Broker’s responsibility to ensure that the vendor takes the appropriate steps to prevent the pop-up ad from appearing on ANY official AmeriPlan® website. Brokers whose pop-up ads appear on ANY official AmeriPlan® website are subject to termination of the Broker Benefits Agreement.

6. WEB SITE

AmeriPlan® corporate or corporate-approved alternate Web sites are the only Web sites on the Internet that may use the AmeriPlan® trademarks and/or copyrighted materials including, but not limited to, names, slogans, logos, service marks and/or trade names. All alternate IBO websites that use any AmeriPlan® trademarked or copyrighted information must properly acknowledge and credit AmeriPlan®.

Official Web sites currently owned and operated by AmeriPlan® include, but are not limited to:

- www.ameriplanusa.com — AmeriPlan’s corporate home page
- www.iboplus.com — AmeriPlan’s Broker enrollment page
- www.mybenefitsplus.com — AmeriPlan’s Member enrollment page
- www.deliveringonthepromise.com — AmeriPlan’s combination enrollment page
- www.ameriplanuniversity.com — AmeriPlan University™ enrollment and info page
- www.ameriplanstore.com — AmeriPlan’s sales aid and promotional online store
- www.freerxplan.com — AmeriPlan’s prescription card prospecting tool
- www.everyonebenefits.com — AmeriPlan’s Member prospecting Web site
- www.myhomebusinesspays.com — AmeriPlan’s Broker prospecting Web site
- www.newbrokertraining.com — AmeriPlan’s Broker training Web site

The AmeriPlan® Web site www.ameriplanusa.com may be accessed by anyone knowing the domain address (URL); however, all Broker information regarding downline lookup (genealogies), Business Builder Override Reports,
account status, contests and incentives, activity calendar, schedule of events, bulletins, etc., are only available on the Broker Support website. AmeriPlan® Brokers may access Broker Support at www.ameriplanusa.com/broker or www.iboplus.com (click on Broker Support login) using their unique Broker ID number and password.

7. ALTERNATE WEB SITES

AmeriPlan® recognizes the significant role the Internet may play in building a Broker’s business and needs to ensure that this resource accurately promotes AmeriPlan®, the Broker’s relationship with the company and the AmeriPlan® marketing philosophy. An alternate Web site is any Web site used by an AmeriPlan® Broker to promote AmeriPlan®. In order for AmeriPlan® to comply with regulation requirements, AmeriPlan® requires non-compliant sites to adhere to its published policies or be removed from the Internet. AmeriPlan® enforces this policy by taking legal steps to protect the use of its intellectual property.

For this reason, AmeriPlan® has issued guidelines regarding alternate Web site to protect the AmeriPlan® professional image, promote consistency in the AmeriPlan® message and ensure that it is protected from unauthorized, untruthful, or exaggerated claims.

If AmeriPlan® Brokers choose to market and enroll on the Internet through their own alternate Web sites or sites, they must register their site(s) for approval online through Broker Support.

Once the site design and copy is approved and registered, AmeriPlan® issues a graphic link to be placed on the specific site submitted. This link indicates the Broker is an Independent Business Owner affiliated with AmeriPlan® and connects to a customized Broker verification page.

No website is approved that contains any AmeriPlan® trademarks and/or copyrighted materials including, but not limited to, names, slogans and/or trade names in its URL or any redirecting URL’s.

AmeriPlan® reserves the right to refuse any site.

Any unauthorized site changes or violations of policy is cause for withdrawal of the approval.

For more information, see the Internet Marketing & Electronic Commerce Policies & Procedures Guide.

8. SPAMMING

Spamming is a violation of state and federal laws. Spam is the indiscriminate mass posting and distribution of unsolicited electronic messages over the Internet in an attempt to force the message on people who would not otherwise choose to receive it. Upon review and proof of sufficient evidence of an IBO/Broker using spam techniques, an Broker can be immediately terminated for violation of the AmeriPlan® anti-spamming policy.

9. ONLINE AUCTIONS

AmeriPlan® Brokers can not advertise AmeriPlan® services online for sale as an auction item. Listing or promoting AmeriPlan® services for sale on an online auction constitutes a violation of AmeriPlan’s® Internet Policy & Procedures.

10. RESTRICTIONS ON TELEPHONE SOLICITATION

Federal and state laws restrict the use of telephone equipment for advertising AmeriPlan® member benefits plan and business opportunity and prohibit certain unsolicited telephone calls regarding AmeriPlan® member benefits plan and business opportunity. AmeriPlan® charges back to the offending Broker any costs or expenses paid or incurred by AmeriPlan® as a result of any violation of this telephone solicitation policy. This chargeback policy is strictly enforced.
Blast FAX and Auto-Dial Advertising PROHIBITED. It is a violation of federal law for an AmeriPlan® Broker to make an unsolicited call to any private residence telephone in the United States using an automatic dialing machine to deliver an artificial or prerecorded voice advertising message or using a facsimile machine or computer to send advertising. The law gives the receiver of the unsolicited call the right to legally collect up to $1,500 for each call or facsimile received. Any Broker who advertises their AmeriPlan® business using either of these prohibited telephone solicitation methods is subject to immediate cancellation of the Broker Benefits Agreement.

Telephone calls to telephone numbers on A DO NOT CALL List. Federal and State Do Not Call laws restrict unsolicited telephone sales calls to persons who have registered their telephone number on a Federal or State Do Not Call list. It is a violation of law to call any person on a DO NOT CALL list for the purpose of soliciting the sale of an AmeriPlan® membership or recruit a Broker. Violations of the Federal Do Not Call list can result in fines starting at $11,000. Any Broker that solicits any person for their AmeriPlan® business by making telephone calls to numbers on a Do Not Call list is subject to immediate cancellation of the Broker Benefits Agreement.

Telephone Number Database. AmeriPlan® has established a data base containing registered telephone numbers of persons who do not want to receive unsolicited telephone sales calls. Prior to making an unsolicited telephone call to any person for the purpose of soliciting business, it is the responsibility of the Broker to obtain written verification that the telephone number is NOT registered on a Do Not Call list. Do Not Call telephone numbers can be checked on the Broker Support Web site or by calling Broker Services.

OUTGOING CALLS

Prohibited Unsolicited Calls. Unsolicited calls to a person on a Do Not Call list maintained by a government agency or AmeriPlan® may ONLY be made if AmeriPlan® (1) has received an express signed written consent that clearly states that such person has authorized an AmeriPlan® Broker to call about an AmeriPlan® Member benefit plan or an unsolicited consent to call about the AmeriPlan® opportunity and identifies the phone number that may be called, or (2) AmeriPlan® has an established business relationship with the person, and that person has not stated to any AmeriPlan® Broker that they do not want to receive calls from an AmeriPlan® Broker. An established business relationship is that person’s purchase of the AmeriPlan® Member benefit plan within the last 18 months, or the person has made an inquiry regarding AmeriPlan’s® Member benefit plan within three months prior to the call.

Required Disclosures. If the number called is a person NOT registered on a Do Not Call list, the Broker must make clear and understandable the disclosures to the person called regarding AmeriPlan’s® Member benefit plan and/or business opportunity.

Call Soliciting Membership. If the number called is soliciting a person to become a Member, the required disclosures the Broker must make during the phone call are all of the statements set forth in the AmeriPlan® membership application brochure, including but not limited to, the monthly recurring cost of the plan and the 30 day satisfaction guarantee. The Broker must state the membership agreement is for a one (1) year period, but may be terminated on 30 days written notice and there are no refunds.

Calls Soliciting Business Opportunity. If the number called is soliciting a person to become a Broker, the enrolling Broker must disclose during the phone call all of the terms and conditions set forth on the front and back of the Broker application, including but not limited to, the monthly recurring cost for Broker benefits. The enrolling Broker must state that the Broker Benefits Agreement is for a one (1) year period, but may be terminated on 30 days written notice and there are no refunds.

Request to be put on Do Not Call List. If a person is called whose number is NOT on a Do Not Call list and that person tells you to put their name and telephone number on the AmeriPlan® Do Not Call list, the Broker must immediately report such person’s name and telephone number to AmeriPlan® through their Broker Support website.

Authorization for Credit Card or Bank Draft. When a verbal authorization is obtained to charge a credit card or draft a bank account, the enrolling Broker must obtain at least one of the following forms of authorization: 1. writ-
ten signature on a Member or Broker application, by fax or mail; or 2. a tape recording of the authorization clearly stating the person’s identity, authorization, date, amount, bank name, account/routing number and that the charges/drafts are recurring either monthly or quarterly on the 3rd or 18th of each month or quarter.

Times for Permitted Calls. Calls to persons NOT on a Do Not Call List or permitted calls to a person on a Do Not Call list must be made between 8:00 AM and 9:00 PM local time at the called person’s location. Some states have more restrictive hours during which calls can be made. It is the responsibility of the Broker to determine the permitted hours of the state being called.

Caller ID. All telephone calls must be made with a caller identification service that allows the receiver of the call to display, at the time of the call, the telephone number and (where available) the name of the person calling.

Required Record Keeping. For telephone solicitations to persons NOT on a Do Not Call list or permitted calls to persons on a Do Not Call list, it is the responsibility of each Broker to keep the following records for 24 months from the date of the call:

1. The name and address of each customer, the AmeriPlan® services purchased, the date of such services purchased, and the amount paid for the services.

2. The name, address, and telephone number of each person directly involved in telephone sales.

3. All written or recorded authorizations for ACH or credit/debit card transactions.

Exception of Do Not Call Rule. The only exception to the Do Not Call list laws are telephone calls in which the sale is not completed and no payment authorization is obtained until you make a face-to-face sales presentation to the prospective Member or Broker. A WORD OF CAUTION: Most people do not know that this is an exception to the Do Not Call list law, and will most likely claim a violation for the call. Because of this, it is strongly advised for each Broker to record each telephone call. Doing this serves as evidence that an attempt was made to set an appointment for a face-to-face sale presentation, and that an attempt to sell over the telephone was not made.

INCOMING CALLS

Calls in Response to Advertising for Business Opportunity. The Do Not Call laws prohibit an AmeriPlan® Broker from receiving a telephone call from a person, who is registered on a Do Not Call list, in response to an advertisement in any media including direct mail relating to recruiting, becoming a Broker, or the business opportunity of AmeriPlan®. Direct mail includes FAX transmissions and e-mail on the Internet.

THIS LAW APPLIES UNLESS AN EXISTING BUSINESS RELATIONSHIP IS ALREADY ESTABLISHED:

LEADS: Prospecting WEB sites or print advertising need to contain op-in language: (Press radio button or signed return card)

I AGREE: If I am on a National or State DO NOT CALL List, by submitting my contact information which includes my telephone number, you are authorized to contact me by telephone at that number regarding the AmeriPlan® Business Opportunity for the three(3) month period following date of this consent.

Calls in Response to Advertising for Membership. A Broker can receive a telephone call from a person in response to an advertisement in any media, except direct mail, for MEMBERSHIP in the AmeriPlan® discount plan, provided all the disclosures discussed above are made during the phone call.

Calls in Response to Direct Mail for MEMBERSHIP. A Broker can receive a telephone call from a person in response to a direct mail advertisement for MEMBERSHIP in the AmeriPlan® discount plan as long as the mailing clearly states the required disclosure described above.
Upsell During Membership Call. A Broker receiving a call about MEMBERSHIP is prohibited from attempting to upsell such person to the AmeriPlan® business opportunity.

11. ADVERTISING RULES AND REGULATIONS

AmeriPlan®’s policy is very specific in these matters. FAILURE TO COMPLY WITH THESE POLICIES CAN RESULT IN TERMINATION OF THE BROKER BENEFITS AGREEMENT:

• Any/all advertising must clearly state that each Broker is an Independent Business Owner and not an employee or officer of AmeriPlan®.
• No earning claims are allowed.
• Brokers cannot repackage or relabel any AmeriPlan® sales aids.
• Misrepresenting the services or the AmeriPlan® compensation plan is strictly prohibited.
• Brokers cannot engage in unauthorized duplication of company literature, or redesign company literature or forms.
• Brokers cannot place AmeriPlan® literature in mail boxes, on telephone poles, cars or door knobs, IN PROVIDER OFFICES, on street corners, etc., whether it is a blind ad or not.

REPRODUCTION OF SALES MATERIALS

Brokers can promote their business in any legal or ethical manner as long as the AmeriPlan® name or logo is not used without prior written authorization. No reproduction of AmeriPlan® literature or material is allowed. Only original sales aid materials purchased from AmeriPlan® are accepted. ALL AMERIPLAN® LITERATURE AND SALES AIDS ARE COPYRIGHTED AND CANNOT BE DUPLICATED IN ANY FORM WITHOUT EXPRESS WRITTEN CONSENT FROM AMERIPLAN®. This restriction includes, but is not limited to, photocopies, graphic reproduction, translated verbiage and copy taken in part and/or out of context. Brokers cannot state or imply that AmeriPlan® approves or endorses any privately produced motivational literature or training materials used within their own organization. Brokers can promote AmeriPlan® with the condition that the programs are not shown or displayed with any other products that are sold via network marketing or that may conflict with AmeriPlan® programs.

ETHICS

Brokers must comply with all federal, state and municipal laws relating to independent contractor businesses, and not engage in any unlawful or illegal trade practices or business activity. Brokers are expected to conduct their business in a manner that reflects the highest standards of honesty, integrity, and responsibility toward customers, Brokers, AmeriPlan® and its staff.

UNETHICAL ACTIVITY

AmeriPlan® does not permit its Brokers to participate in any activity that is unethical, and intercedes when unethical behavior is evident. AmeriPlan® reserves the right to use its best judgment in deciding whether certain Broker activities are unethical. If certain activities are determined to be unethical, it can lead to termination of the Broker Benefits Agreement.

Examples of unethical activity include, but are not limited to:

• Any use of the AmeriPlan® name, logo, or trademark without prior written authorization relating to advertisement for enrolling Brokers and enrolling Members.

• Any use of the AmeriPlan® name, logo, or trademark in any banking activity (i.e. credit card or bank accounts).
• Writing bad checks to AmeriPlan®.

• Unauthorized use of a credit card.

• Misrepresenting AmeriPlan®.

• Misuse of the AmeriPlan® name or misuse of the efforts of corporate personnel.

• Engaging in any deceptive or unlawful activity.

• Unauthorized duplication of AmeriPlan® literature.

• Failure to submit advertisements or proprietary sales material bearing the AmeriPlan® name for approval prior to publication.

• Any use of the AmeriPlan® name or logo in print or electronic media advertising.

• Soliciting AmeriPlan® employees, Brokers or Members to other direct sales/MLM or network marketing organizations, and/or conducting these activities in the offices/meeting locations of AmeriPlan®, or in close proximity of said places.

• Fraudulent alterations of enroller numbers on a Member application or Broker Benefits Agreement.

• Holding Member or Broker applications for any reason.

• Soliciting existing clients of any Provider in or near their place of business.

• Contacting a Provider or Provider’s employees for any reason other than for personal services as a patient

• Soliciting AmeriPlan® employees to become AmeriPlan® Brokers.

• Directly or indirectly soliciting existing AmeriPlan® Members or Brokers with any other product or service without prior written consent from AmeriPlan®. (This provision excludes insurance agents from selling other health benefits to their clients.)
VI. General Provisions

PHONE ETIQUETTE

When calling the AmeriPlan® corporate office in Plano, TX, Broker/Customer Service is called at (469) 229-4501. If the main AmeriPlan® corporate office phone number is called by an existing Broker, the receptionist directs the call to Broker/Customer Service. The receptionist’s primary duty is to answer and direct customer service calls to the appropriate departments.

When a call is made to Broker/Customer Service, the following information is needed to expedite the call:

1. Broker number.
2. The Broker/Member number or name of the person in question.
3. Verification of address, phone number and the last four digits of the bank account, credit card number is done for protection purposes.

MINIMUM AGE

A Broker must be at least 18 years of age.

TERRITORIAL LIMITS

AmeriPlan® recognizes no exclusive territories; therefore, Brokers are not limited in conducting business in any state or markets (opened) by AmeriPlan®. All states (except Alaska) are open for Dental, Vision, Prescription and Chiropractic.

ASSIGNING/PURCHASING/SELLING AN AMERIPLAN® BUSINESS

Sales Directors may assign, purchase or sell their AmeriPlan® business. AmeriPlan® reserves the right to approve the final outcome on all assignment, purchasing, and selling of AmeriPlan® businesses.

PROCEDURE FOR SELLING A SALES DIRECTORSHIP

1. Sales Directors wanting to offer their Directorship for sale must notify AmeriPlan® in writing (refer to sample letter).

2. Once AmeriPlan® receives a letter of intent to sell, AmeriPlan® notifies all of the selling Director’s direct upline Sales Directors. The direct upline Sales Directors have ten days from the date of the notification letter to contact the selling Director if they choose to make an offer. The selling Director can sell to any existing Sales Director in their upline that has the same pin level or above with AmeriPlan’s® approval.

3. The purchasing Sales Director is required to incorporate (this is the only exception to the 12-month incorporation date policy) the purchased Directorship, and then apply for and receive an Employer Identification Number (EIN) by completing a copy of the IRS form SS-4.

4. The sale is consummated when a copy of the Letter of Agreement is signed by both seller and buyer, and submitted to AmeriPlan® with a copy of the completed Form SS-4. A check for $100 made payable to AmeriPlan® (a Sales Directorship transfer fee), along with drafting authorization/credit card information from the buyer for the acquired Directorship should also be included.

5. The purchasing Sales Director is not allowed to enroll any new Brokers or Members into the acquired Sales Directors first level. All future activities must be generated by the existing Brokers in the acquired Sales Group after it has been purchased.
Dear AmeriPlan®:

The purpose of this letter is to notify you of my wish to sell my Sales Directorship and to request that you initiate the ten day notification period with all of my upline sales directors.

Regards,
AMENDMENTS

IN ORDER TO MAINTAIN A VIABLE MARKETING COMPANY, AMERIPLAN® SPECIFICALLY RESERVES THE RIGHT TO MAKE ANY AMENDMENTS OR ADJUSTMENTS IT DEEMS NECESSARY WITH RESPECT TO THE RULES, REGULATIONS, POLICIES, PROCEDURES, COMPENSATION PLAN AND/OR PRICING. ANY CHANGES ARE IMMEDIATELY INCORPORATED AS PART OF THE POLICIES AND PROCEDURES MANUAL AND/OR ALL AGREEMENTS BETWEEN AMERIPLAN® AND ITS BROKERS.

CHANNELS OF COMMUNICATION

It is the responsibility of the Broker to answer all questions asked by their downline Brokers. In the event the question cannot be answered at this level, the question should be directed to the next upline Broker. From there, any unanswered questions should be directed to AmeriPlan® Broker Services. This system of communication is established to allow efficient corporate operations. Please follow this procedure.

RSD ROLL-UPS

In keeping with our philosophy of rewarding leadership, AmeriPlan® has a qualification period for Regional Sales Director. In order to maintain the integrity of a Broker’s management team and sales group, the following applies: When a Broker promotes to Regional Sales Director prior to their upline Broker, the upline Broker is given 45 days from the Regional Sales Director promotion date to qualify as a Regional Sales Director themselves. Accomplishing this keeps the new Regional Sales Director within the same downline. If this is not accomplished within the 45 day period, the new Regional Sales Director rolls up to the next available Sales Director.

SENIOR RSD ROLL-UPS

AmeriPlan® also has a qualification period for Senior Regional Sales Director. In order to maintain the integrity of a Broker’s management team and sales group, the following applies: When a Regional Sales Director promotes to Senior Regional Sales Director prior to their upline Broker, the upline Broker is given 90 days to qualify as a Senior Regional Sales Director. Accomplishing this keeps the new Senior Regional Sales Director within the same downline. If this is not accomplished within the 90 day period, the new Senior Regional Sales Director rolls up to the next available Senior Regional Sales Director or above.

NO INCOME REPRESENTATIONS

Actual or potential income representations or claims regarding the AmeriPlan® program are strictly prohibited.

CHANGING ENROLLERS

Changing your enrolling Broker is not allowed. AmeriPlan® believes it necessary to preserve the security of every Broker’s business as well as the relationships Brokers have worked to build with their sales organizations.

Brokers wishing to change enrolling Brokers must voluntarily cancel and then remain out of AmeriPlan® for at least six (6) months from their cancellation date before re-enrolling under a different Broker. Brokers exercising this option must pay all applicable fees, including the one-time registration fee, as if enrolling as an AmeriPlan® Broker for the first time.

Additionally, any outstanding liability from their previous brokership must be paid.
ENROLLING

When offering the AmeriPlan® program to prospective Brokers or Members, you must present the program in its entirety, without omission, distortion or misrepresentation. Any additional offers, representations or agreements made by a Broker in connection with the AmeriPlan® program are prohibited and may result in termination of the Broker Benefits Agreement.

A prospect has the right to choose their enrolling Broker. Occasionally, one or more individuals may attempt to enroll the same prospect, resulting in a dispute. In some cases, Brokers who believe they have successfully enrolled a prospect may discover that the prospect is enrolled under a different enrolling Broker.

AmeriPlan® processes all applications as received, in the order received, whether by mail, facsimile, or Internet. Once the application has been entered into the AmeriPlan® system, the enrolling or recruiting Broker cannot be changed. If two or more applications are received for one prospect, the one received and processed first is recognized.

AmeriPlan® does not mediate any dispute arising over recruiting rights.

No Broker may have an ownership interest, operational or managerial control, or derive any benefit directly or indirectly from any Broker under a different enroller than the one assigned when the Broker initially enrolled with AmeriPlan®.

MULTIPLE BROKERS IN A HOUSEHOLD

When a Broker’s spouse, child or parent wants to also become an AmeriPlan® Broker and are living in the same household, they must enroll under the same Broker.

STACKING

“Stacking” occurs when a Broker assigns Members or Brokers they have personally enrolled or recruited under another Broker. Stacking is done for purposes that may include, but are not limited to promotion, monetary gain and qualification for awards or contests.

Enrolling new Brokers and Members results from development of a personal, professional relationship based on trust between the enrolling Broker and the prospect. Stacking constitutes a breach of that trust.

Further, stacking is a violation of AmeriPlan’s® policies and procedures and is strongly discouraged. When discovered, any applications found to have been “stacked” are disqualified for any promotion, awards, contest or bonuses. Additionally, Brokers, who in the company’s sole judgement are found stacking are subject to termination of the Broker Benefits Agreement.

CROSS-RECRUITING

***IMPORTANT***

AMERIPLAN® DOES NOT DISCOURAGE PARTICIPATION IN OTHER NETWORK MARKETING ORGANIZATIONS. HOWEVER, A BROKER CANNOT ENROLL OR ATTEMPT TO ENROLL ANOTHER AMERIPLAN® BROKER INTO OTHER NETWORK MARKETING COMPANIES. IN ADDITION, NO BROKER CAN PARTICIPATE IN ANY ACTION THAT ATTEMPTS TO ENROLL OR CAUSES ANOTHER BROKER TO BE SPONSORED OR ENROLLED THROUGH SOMEONE ELSE INTO ANOTHER NETWORK MARKETING COMPANY. AN IMPORTANT INVESTMENT IS MADE WHEN ENROLLMENT OCCURS, THUS FORMING A VALUABLE BUSINESS RELATIONSHIP BETWEEN TWO BROKERS. AMERIPLAN® HAS THE RESPONSIBILITY TO PROTECT THESE RELATIONSHIPS AND REGARDS CROSS-RECRUITING AS GROUNDS FOR TERMINATION.
AFFILIATE PROGRAMS

AmeriPlan® Independent Business Owners (IBOs) can approach other AmeriPlan® IBOs on their first level about affiliate programs that sell business-building products or services (example: leads, auto-responders, services, materials).

These IBOs cannot receive monetary compensation (cash or any item negotiable or convertible into cash) from the sponsors or others associated with these programs. IBOs can receive non-monetary compensation, such as products or services in kind; however, these can not be converted into cash. Violation of this policy can, at AmeriPlan’s® discretion, result in termination of the Broker Benefits agreement.

NATIONAL SALES DIRECTOR AGREEMENT

All Sales Directors, upon promotion to National Sales Director, agree to not participate or engage in any business that, in the sole opinion of AmeriPlan®, is competitive with AmeriPlan®, without the prior written consent of the Chief Executive Officer or President of AmeriPlan®.

VOLUNTARY TERMINATION

When a Broker chooses to resign from AmeriPlan®, a signed letter of resignation must be submitted to the AmeriPlan® corporate office. Upon request, AmeriPlan® will repurchase all unopened sales aids within six (6) months from the date of termination at 90% of the original cost. All sales aids must be listed on the current sales aid order form and in original packaging. All unopened sales aids must be returned to the AmeriPlan® corporate office at 5700 Democracy, Plano, TX 75024. Sales aids cannot be returned to any Regional Office. The terminating Broker loses all Brokers and Members when cancellation occurs. AmeriPlan® does not rebuild the sales group under any circumstances.

TERMINATION PROCEDURE

Upon verification of a material violation of the Broker agreement, Sales Director contract, or Policies and Procedures Manual, AmeriPlan® may elect to terminate the offending Broker. The termination procedure is as follows:

1. AmeriPlan® sends written or verbal notice of termination to said Broker.
2. The offending Broker has thirty (30) days in which to present their case in writing for review.
3. AmeriPlan® then makes the final decision.

DISPUTE RESOLUTION

When a dispute arises between AmeriPlan® and a Broker, both parties agree to submit any dispute first to non-binding mediation at the AmeriPlan® headquarters in Plano, Texas. The expense of such mediation is borne equally by the parties. Any dispute that is not resolved through mediation, venue for any legal proceeding involving such dispute is in County and State in which the headquarters of AmeriPlan® is then located. The losing party bears the costs and attorney fees incurred by the prevailing party. All disputes are governed by Texas law.
GENERAL CONTEST RULES AND REGULATIONS

1. All applications must be submitted in one of the following manners:
   
   A. Mailed Applications - Must be received by 5:00 P.M. (CST) at AmeriPlan® on the final business day of the contest.*
   
   B. Faxed Applications - Must be faxed and received by 5:00 P.M. (CST) at AmeriPlan® on the final business day of the contest.*
   
   C. E-Commerce - Must be entered on-line before 5:00 P.M. (CST) on the final business day of contest. You must receive confirmation that the application is accepted.*
   
   * Business received on Saturdays, Sundays and AmeriPlan® holidays counts as “received” on the next business day.

2. Applications must be active accounts when the contest period ends in order to count for the contest.

3. Applications pending due to declined credit cards, incomplete applications, no drafting information, no money sent, bad account numbers, or any other reason that delays processing, do not count toward the contest.

4. Applications sent in without an enrolling Broker number or an illegible Broker number do not count for the contest.

5. Postmark dates are not used for qualification deadlines. ALL APPLICATIONS MUST BE PHYSICALLY RECEIVED AT AMERIPLAN®.

6. Upgrades and reinstatements do not count for the contest. An upgrade is an existing Member upgrading to a Broker. A reinstatement is any cancelled Member or Broker that reinstates within six (6) months of their cancellation date. Downgraded Brokers to Members also do not count under any circumstances.

7. Brokers can not re-assign any active Members or Brokers in their personal downline to other downline Brokers for any reason. Once the application is received and processed by AmeriPlan®, the enrolling Broker on the application is not, UNDER ANY CIRCUMSTANCES, changed.

8. AmeriPlan® may hold any prize money until all business is verified as good business. If business used to win a contest does not stay active for a minimum of six (6) months, Ameriplan® reserves the right to chargeback all prize monies paid out or the monetary equivalent of prizes won.

9. When contest winners either have an inactive status or debt liability, they receive the prize money less any money due.

10. Brokers acting in any unethical manner can be disqualified from the contest at any time by AmeriPlan®.

11. Rollups do not count for any contest.

12. Stacking is prohibited and against company policy. When discovered, it disqualifies those applications from counting toward any awards, contests or bonuses. Stacking is defined as assigning Members or Brokers that you have personally enrolled under another Broker.

13. Member(s) paid for by other Members on a monthly or quarterly basis do not count for contests and promotions.

14. Members of a list bill not assigned to the “Broker of Record” do not count for contests or promotions.

15. Any commissions or bonuses paid for new business that is activated but then cancels and receives a full refund will be charge-backed 100% to the enrolling Broker or any Broker who receives compensation for the piece of new business.