



Contracting Checklist for Senior Life

Please submit the following information and documents to **SMiG** when licensing with Senior Life:

- Completed and Signed New Agent Data Sheet
- Copy of State Driver's License
- Copy of your Social Security Card
- Completed and Signed Background Questions
- Completed and Signed Credit Card Authorization Form
- Completed and Signed Authorization Agreement for Direct Deposit with Voided Check (required)
- Completed and Signed Agent Agreement
- Completed and Signed Corporate Agency Guaranty Agreement (if necessary)
- Include copies of current license(s), individual and corporate
- Completed and Signed W-9

STATE LICENSING FEES MAY APPLY!!!

Send the above information to SMiG:

By Email: contracts@smig-inc.com

By Fax: 314-685-8013

By Mail: Senior Marketing Insurance Group
712 N 2nd St, Suite 310
Saint Louis, MO, 63102

The licensing process cannot begin until all of the above items have been received!!! If you have any questions, please call us at: 1-866-345-0109.

SENIOR LIFE

CONTRACTING CHECKLIST FOR NEW LICENSED AGENTS

- Data Sheet – Completed, signed and dated. The employment history must cover five (5) years, beginning with the most recent. The dates listed must have a beginning date and ending date. A “Yes” answer in the background questions will require a statement of the occurrence. Statements should be signed and dated.
- If a bankruptcy is involved, the statement should include the type of Bankruptcy (Chap 7 or 13) the year of the filing and year of the discharge or dismissal, what led the person to file Bankruptcy and whether or not the Bankruptcy included any insurance companies. The statement must be signed and dated.
- Copy of the Driver’s License
- Copy of the Social Security Card
- Copy of the Producer License(s)
- Completed Contract – Pages initialed, Beneficiary page completed. If more than one beneficiary, indicate the percentage split. Ex.50/50; 60/40; divided equally, etc. Last page of the contract must be signed and dated.
- Commission Schedule must be signed and dated.
- Forward \$15.00 for the background search and the appropriate appointment fee(s). See fee schedule. If paying by check or money order, the background fee and appointment fee(s) are to be payable to Senior Life. If paying with a credit card (VISA & MC) the authorization must be completed and signed.
- ATTACH VOIDED CHECK
- Send original paperwork and fees to the Home Office for processing.

- Full Time Agent
- Part Time Agent
(50% Advance)

SENIOR LIFE INSURANCE COMPANY
 P.O. Box 2447 • 1327 W. Jackson St. • Thomasville, GA 31792
 (229) 228-6936 • Toll Free 877-777-8808 • Fax (229) 228-7074

NEW AGENT DATA SHEET

(Please Print or Type)

Full Name: _____ Preferred Name: _____

Home Address: _____ City: _____ State: _____ Zip: _____

Resident County: _____ Home Number: (____) _____ Spouse's Name: _____

Mailing Address: _____ City: _____ State: _____ Zip: _____

If current home address is less than two years,

Previous Home Address: _____ City: _____ State: _____ Zip: _____

Business Number: (____) _____ Cell Number: (____) _____ Fax Number: (____) _____

Social Security Number: _____ Date of Birth: ____/____/____

Are you a citizen of the United States? Yes ___ No ___ (If no, of which country are you a citizen?) _____

(If no, you must supply proof of eligibility to work in the United States)

List any other assumed, fictitious, alias, maiden or trade names which you currently use or have used in the past:

Email Address (required to receive all reports): _____

PLEASE ENCLOSE A COPY OF YOUR CURRENT DRIVER'S LICENSE AND SOCIAL SECURITY CARD

LICENSE DATA

Currently Licensed No Yes If yes, complete the following:

- a. State of Resident License _____ b. Resident License No. _____
- c. Business will be conducted as Individual Partnership Corporation
- d. Partnership/Corporation Name _____ Tax ID# _____
- e. State(s) of Non-Resident License(s) _____
- f. List companies you are currently appointed with _____

**PLEASE REMEMBER TO ENCLOSE A COPY OF YOUR CURRENT LIFE LICENSE
AND NON-RESIDENT LICENSE(S)**

WORK HISTORY INCLUDING INSURANCE COMPANIES

List all work experience starting with your most recent, working back five years. Include full and part time work, self employment, military service, unemployment, and full time education.

| Dates Employed | Employer/ Insurance Company | Monthly Income | Current Debit Balance |
|----------------|-----------------------------|----------------|-----------------------|
| | | | |
| | | | |
| | | | |
| | | | |

(Continued on back)

Initials:



APPOINTMENT FEES/BACKGROUND FEE

The fees listed below are due at the time your contracting paperwork is sent to the home office, or at the time you request an appointment in a state listed below to represent our company.

Please make your check or money order payable to **Senior Life Insurance Company**.

Background checks are only required in your home state in the amount of \$15.00.
There will be **no additional background check fee for other states** you are appointed in.

| State(s) | Appointment Fees |
|----------------------|--|
| Alabama | \$32.25 |
| Arkansas | No Appointment Fee |
| Delaware | \$27.25 |
| District of Columbia | \$27.25 |
| Florida | \$62.10 \$6.60 per county (Field Apps) |
| Georgia | \$20.10 |
| Idaho | No Appointment Fee |
| Indiana | No Appointment Fee |
| Kentucky | \$42.25 (Residents) \$52.25 (Non-Residents) |
| Louisiana | \$22.25 |
| Illinois | No Appointment Fee |
| Maryland | No Appointment Fee |
| Michigan | \$7.25 |
| Mississippi | \$27.25 |
| Missouri | No Appointment Fee |
| North Carolina | \$12.25 |
| Oklahoma | \$57.25 |
| Oregon | No Appointment Fee |
| Pennsylvania | \$17.25 |
| South Carolina | No Appointment Fee |
| Tennessee | \$17.25 |
| Texas | \$12.25 |
| Utah | No Appointment Fee |

Risk Score only - \$5.00

****APPOINTMENTS MUST BE COMPLETED PRIOR TO BUSINESS BEING WRITTEN****

Welcome to Senior Life!

Everyone in the Home Office looks forward to serving you.

SENIOR LIFE INSURANCE COMPANY

A Georgia Company in Business Since 1970

P. O. Box 2447 – Thomasville, GA 31799-2447

1327 West Jackson Street – Thomasville, GA 31792

Direct# (229) 228-6936 • Fax# (229) 228-7074

Toll Free# (877) 777-8808

Background Questions

- Have you ever been charged with or *convicted of a **crime? Yes ___ No ___
* Convicted includes, but not limited to, a guilty verdict, withdrawn plea, guilty plea or nolo contendere plea, first offender treatment, probation, suspended sentence, or fine.
You may exclude minor traffic citations.
** Crime includes a misdemeanor, felony or military offense.
- Have you ever filed bankruptcy? Yes ___ No ___
- If yes, was an insurance company listed as a creditor? Yes ___ No ___
- Have you had a lien placed against you, been a judgment debtor, had your wages garnished or had other problems with your credit history? Yes ___ No ___
- Are you indebted to any Insurance Company, Agency or Manager (including debit balances)? Yes ___ No ___
- Have you ever been fined, placed on probation, reprimanded, entered into a consent order, had a license to solicit insurance refused, suspended or revoked, or surrendered your license? Yes ___ No ___
- In the past 10 years, have you been involved in any suit or legal action (including mediation or arbitration proceedings), or the subject of any regulatory, administrative proceeding, investigation, complaint or action? Yes ___ No ___
- Has a bonding, surety or E&O provider denied an application or claim, made payment for you or terminated coverage? Yes ___ No ___
- Have you ever been terminated for cause or because of allegations of wrongdoing? Yes ___ No ___
- Have you ever been involuntarily terminated or permitted to resign from employment or from an agent or representative appointment with any insurance or other financial services company other than for lack of production? Yes ___ No ___

IF THE ANSWER TO ANY OF THESE QUESTIONS IS YES, YOU MUST ATTACH A LETTER OF EXPLANATION (INCLUDING THE CURRENT STATUS) AND ANY PERTINENT DOCUMENTATION.

I hereby CERTIFY that the foregoing statements are true and correct to the best of my knowledge and belief, and grant permission to the Company or Regional Director to verify the information contained herein in connection with my request to represent the Company in the solicitation of products. I release any person or company contracted from liability with respect to the content of any information given. I understand that any false statement may be considered sufficient cause for rejection of this application or for termination if discovered subsequent to my becoming contracted.

I hereby authorize and request any present or former employer, financial institution, insurance company, department of insurance, or other persons having knowledge about me, to furnish bearer with any and all information in their possession regarding me in connection with an application for appointment as an insurance agent. I agree that a photocopy of this authorization may be accepted with the same authority as the original, and I specifically waive any written notice from any present or former employer who provides information based upon this authorized request.

I understand that more information may be required to complete my file. I understand that this may include obtaining a credit report, Vector One search and a criminal background investigation and by signing this form I am authorizing the Company to do so. I also understand that any information obtained by the Company will be made available to me upon my written request.

SIGN HERE

Signature

Date

Recruited By

Failure to complete this form in its entirety and submit required documents will result in delay.

SENIOR LIFE INSURANCE COMPANY

CREDIT CARD AUTHORIZATION

Date: _____

Agent Name: _____ Agent #: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

| Type of Charge | Price | Total |
|--|----------------------------|-------|
| Background Check | \$15 | |
| Appointment Fee (See Fee Schedule for State Specific Fees) | State: _____ Fee: _____ | |
| Business Cards | \$28 | |

SUBTOTAL: _____

3.5% CONVENIENCE FEE: + _____

TOTAL: _____

CREDIT CARD TRANSACTIONS

I, _____ (cardholder only) hereby authorize Senior Life Insurance Company to charge my
VISA / MC (circle one) as payment for the above fee(s), including the 3.5% convenience fee.


Total Charge \$ _____ Credit Card Account #: _____

Cardholder Name as it appears on Credit Card: _____

Security Code: _____ (three digits found on the back of your credit card) Exp. Date: _____

Billing Address: _____

Cardholder Signature: _____ (To be signed by cardholder only)

 SIGN HERE

Fax your completed form to (229) 228 – 7074
ATTENTION: Licensing.

SENIOR LIFE INSURANCE COMPANY

P.O. Box 2447 Thomasville, GA 31799
1-877-777-8808

A Georgia Stock Company • Executive Offices: Thomasville, Georgia

AUTHORIZATION AGREEMENT FOR DIRECT DEPOSIT

NEW

SINGLE ACCOUNT

CHANGE

IMPORTANT: This form will not be effective without a VOIDED check for the account number indicated in Section 2 and this form is signed in Section 3 by the individual listed in Section 1.

| | | | |
|----------|---------------------|--------------|------------|
| 1 | Name (Please Print) | AGENT NUMBER | SSN/TAX ID |
|----------|---------------------|--------------|------------|

I hereby authorize the above named company to deposit directly into my account listed below. If the company erroneously deposits funds into my account, I authorize the company to initiate the necessary debit entries, not to exceed the total of the original amount credited.

| | | | |
|----------|--------------------|--|------------------|
| 2 | Depository Name | <input type="checkbox"/> Bank <input type="checkbox"/> Credit Union <input type="checkbox"/> Savings & Loan | CITY, STATE, ZIP |
| | TRANSIT/ABA NUMBER | <input type="checkbox"/> Checking Account <input type="checkbox"/> Savings Account | ACCOUNT NUMBER |

This authorization will remain in effect until cancelled by the company or the company has received written notification from me that is to be terminated in such time and manner for the company to act on it.

THERE WILL BE A 30 DAY WAITING PERIOD BEFORE DIRECT DEPOSIT IS AVAILABLE

| | | |
|----------|-----------|------|
| 3 | SIGNATURE | DATE |
|----------|-----------|------|

DISCONTINUANCE OF AGREEMENT FOR DIRECT DEPOSIT

I hereby request the above named company to discontinue depositing my pay directly into my account listed below, effective _____.

| | | |
|---------------------------|---|-------------------------------------|
| Depository Name | <input type="checkbox"/> Bank <input type="checkbox"/> Savings & Loan <input type="checkbox"/> Credit Union | CITY, STATE, ZIP |
| TRANSIT/ABA NUMBER | <input type="checkbox"/> Checking Account <input type="checkbox"/> Savings Account | ACCOUNT NUMBER |
| AGENT NAME (Please Print) | | AGENT NUMBER |
| ADDRESS | | CITY, STATE, ZIP |
| SIGNATURE | | TELEPHONE DATE |

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

| | | |
|---|---|---|
| Print or type See Specific Instructions on page 2. | 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.

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

| Social security number | | | | | | | | |
|------------------------|--|--|--|--|--|--|--|--|
| | | | | | | | | |

| 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.

| | | | |
|------------------|----------------------------------|-------------|--------------|
| Sign Here | Signature of U.S. person ▶ _____ | DATE | Date ▶ _____ |
|------------------|----------------------------------|-------------|--------------|

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

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

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

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



Senior Life Insurance Company
 Post Office Box 2447
 Thomasville, Georgia 31799-2447
 1-877-777-8808

www.seniorlifeinsurancecompany.com
 A Georgia Stock Company • Executive Offices: Thomasville, Georgia

Agent Agreement

THIS AGREEMENT is between Senior Life Insurance Company or any of its affiliates (hereinafter referred to as “we,” “our,” “us” or

“the Company”), and (Full Name): _____
FIRST MIDDLE LAST

Address: _____ City: _____ ST: _____ Zip: _____

Social Security Number: _____ Phone Number: (____) _____ - _____ (hereinafter referred to as “you,” “your,” “yours” or “Agent”).

Senior Life Insurance Company and the undersigned Agent agree to the following terms:

I. SCOPE OF RELATIONSHIP.

Section 1.1 Appointment And Authority. We hereby appoint you to be an Agent and representative for us for the term set forth in Section 4.1 below and you hereby accept this appointment to be our Agent and representative. Your authority shall be limited to only those activities that are necessary to perform the duties and obligations you have under this Agreement and by the specific limitations and restrictions set forth in this Agreement.

Section 1.2 Relationship Between Us And You. Regardless of any other provision of this Agreement that may appear to the contrary, you are an **independent contractor** with respect to us. You shall use your own prudent judgment in exercising your authority and performing your duties and obligations under this Agreement, subject to the terms and conditions of this Agreement. Nothing in this Agreement shall be construed to create an employer/employee relationship, partnership, joint venture, or relationship of any other kind between us and you, other than what is specifically stated in this Agreement. As an **independent contractor**, you must file your own tax returns and reports, including those relating to withholding of taxes, unemployment compensation, and Social Security. You must pay your own taxes and contributions on any compensation you receive from us. You shall fully indemnify us for any liability we incur because of your actions or failure to report, withhold, or pay taxes or contributions. By initialing this paragraph you acknowledge that you have read, understand and agree to the terms of this paragraph.

INITIAL HERE _____
 Initial

Section 1.3 Your Prior Affiliations. You hereby represent and warrant to us that you are not bound by any regulatory, contractual, or other restriction or negative covenant that in any way would prohibit or otherwise affect your right to enter into this Agreement with us, or would otherwise impede your ability or right to perform any of your duties or obligations under this Agreement. You shall fully indemnify us for any liability we incur because of your breach of such representation or warranty in accordance with Section 8.2 below.

II. YOUR DUTIES AND OBLIGATIONS.

Section 2.1 Specific Duties And Obligations. You may act individually and directly as a Writing Agent for us, taking and soliciting applications and business for us with our Customers and Prospective Customers (as that term is defined in Section 9.1 below), so long as you are able and properly licensed to do so and such activity does not interfere with your duties and obligations as a Supervising Agent under this Agreement. We reserve the right to refer to our Agents using different titles depending on the functions being performed by the Agent. We also reserve the right to allow you or any other of our Agents to act as more than one type of Agent; however, you may only serve in the capacity or capacities that are approved in writing by us. We reserve the right to limit or

INITIAL HERE _____
 Initial

otherwise change your authority and function under this Agreement within our sole discretion. When you act as an Agent of any kind for us you shall use your best efforts to promote our business. You are hereby authorized to conduct the following activities on our behalf, and shall have the following duties and obligations:

- a. You shall send to us, within five (5) business days of their execution by an applicant, all applications, Telesales recordings and/or additional required forms, when applicable, for our products taken by you and/or your Sub-agents along with any premium collected by check, money order, charge or draft for such applications. You shall take actions necessary to ensure that all applications for our insurance products taken by you or your Sub-agents are completed in the presence of the applicant and insured unless otherwise authorized by us in writing, or with our approved recording process for the Telesales Division. You warrant and represent that all applications will be taken by you or one of your Sub-agents, after asking all the questions on such application, accurately recording the applicant's answers and recording all information regarding the payor, the name of the insured and the specific insurance product for which insured applied.
- b. You, your Sub-agents and employees shall instruct all applicants for our products to make any check, money order, charge or draft intended to pay premium, payable only to us. Any monies or checks received by you for, or behalf of us, shall be received and held by you as a fiduciary of us. Such funds shall not be co-mingled with any other funds. Further, you agree not to use such funds for any personal or business use, but shall immediately remit these funds to us. You, your Sub-agents and employees shall not instruct any applicant for our products to make any check, charge or draft intended to pay premium, payable to your name, or to your agency or business, or to any of your employees or Sub-agents, or otherwise.
- c. You shall be responsible for maintaining an accurate accounting of all business transacted under this Agreement and for the custody of records and receipts in your hands or in the hands of any of your Sub-agents or employees. You shall promptly make such records available to us at any time upon our request.
- d. Neither you nor any of your Sub-agents shall advise an applicant to leave out any answers, give, or assist an applicant in giving, false or unresponsive information on an application for any of our insurance products. Such activity(ies) resulting in a disputed claim, administrative action or lawsuit against us and a claim or fine having to be paid, may be charged to you for reimbursement of the losses we may have suffered as a result of your action(s) or the actions of your Sub-agent or employees.
- e. You and/or your Sub-agents, as appropriate, shall countersign the policy whenever required by state insurance laws and promptly deliver newly issued policies sent to you.
- f. You and your Sub-agents shall service and conserve our business written under this Agreement in accordance with our standard practices. You and your Sub-agents shall assist us in obtaining any documentation necessary for us to issue policies of insurance, and further assist us in keeping in force the insurance we have issued.
- g. You, your employees and your Sub-agents shall not cause or attempt to cause, suggest to, or encourage any Customer to surrender, lapse, relinquish, discontinue, replace, convert to reduced paid-up or continue as extended term insurance any policies of ours or otherwise reduce a policy in value by the use of non-forfeiture benefits. Further, you shall take all appropriate steps to ensure other agents working under your supervision do not cause or attempt to cause, suggest to, or encourage any Customer to surrender, lapse, relinquish, discontinue, replace, convert to reduced paid-up or continue as extended term insurance any policies of ours or otherwise reduce a policy in value by the use of non-forfeiture benefits.
- h. Neither you, nor your Sub-agents or employees shall distribute, disseminate, or otherwise use any advertising or other materials referencing us or our products in any way, or that are intended to induce or solicit persons to purchase or apply for our products, without first obtaining our written approval thereof. You will take reasonable precautions and use your best efforts to ensure the compliance of your Sub-agents and employees with this requirement.
- i. You shall recruit and train persons to work as Sub-agents under your direction, and you shall oversee their actions and ensure that they are meeting all of the legal and regulatory requirements associated with the writing of such insurance. To the extent that the Company is made a party to any dispute between you and your Sub-agent, you shall be liable to defend and indemnify the Company against such claims.
- j. You shall manage your Sub-agents and employees so that they do not violate the terms of this Agreement, help you accomplish your duties under this Agreement, and conduct all insurance activities in compliance with the applicable laws governing such transactions. Further, you shall assist us in maintaining and promoting our relationships with our insureds. Additionally, we expect you to treat your Sub-agents fairly and honestly in keeping with generally accepted business standards for the industry. We reserve the right to only allow agents who meet this standard of integrity to represent us.
- k. You shall maintain accurate records and documentation regarding any "Leads" (i.e., names of our Customers or Prospective Customers) that you receive from us or any other source. You acknowledge and agree that such records and documentation are our property and shall be provided to us or made available for our review and inspection at any time upon our request.
- l. You shall secure, maintain and immediately produce to us a copy for our records, all necessary insurance producer or agent licenses, registrations, or certificates for yourself and your Sub-agents necessary to comply with the licensing requirements in all jurisdictions in which you and/or your Sub-agents conduct any activities on our behalf. You shall comply with all other applicable state or federal laws, regulations and training. You shall promptly notify us when any change has occurred regarding you and/or your Sub-agent's producer or agent licensing, registration, or certification and you shall immediately produce for our records, copies of the appropriate documentation of such changes.

INITIAL HERE

- m. You shall furnish and maintain a satisfactory surety, fidelity, and/or indemnity bond should one be required by law or should we require it.
- n. You shall maintain, at your expense, a satisfactory errors and omissions policy covering you, your Sub-agents and employees, and naming us as an additional insured, in an amount we specify, should we require it.
- o. You shall send or notify us immediately, within three (3) business days, of any dispute, question, grievance, disagreement, notice of insurance department inquiry, claim, lawsuit, or other legal document or action naming us as a party or involving a Customer or Prospective Customer that you, your Sub-agents, or employees receive. In all instances, you shall cooperate with us during any investigation of a dispute, question, grievance, disagreement, inquiry, claim, or in litigation. You will continue to cooperate after this Agreement terminates, and we may withhold compensation payable to you until you or your Sub-agent, or employee complies with this paragraph. Failure to comply could also result in the loss of your vesting rights to commissions or fees of which you may be entitled.
- p. You shall educate yourself about any of our products which you offer to any of our Customers or Prospective Customers, and you shall accurately, honestly, fairly, and thoroughly represent the features of our products to any of our Customers or Prospective Customers with whom you deal or communicate.
- q. You shall provide prompt and professional service to our Customers and Prospective Customers. By accepting compensation for policies sold, you acknowledge that the actual policies sold and in-force are the property of the Company.
- r. You shall provide reasonable access during normal business hours to any location, from which you or your Sub-agents conducts its business and provides pursuant to this Agreement, to auditors designated in writing by us for the purpose of performing audits for the Company. The Company shall give reasonable advance written notice of an audit and include in that notice the matters that it will audit. You, your Sub-agents and employees shall provide the auditors any assistance they may reasonably require. Such auditors shall have the right during normal business hours to audit any business record, activity, procedure, operation that is reasonable related to the business marketed under this Agreement, including the right to interview any personnel involving in providing or supporting such responsibilities.
- s. You shall faithfully and honestly perform all your duties under this Agreement.
- t. You shall perform any other task necessary or reasonably requested of you to satisfy the terms of this Agreement.

Section 2.2 Appointment And Recruitment of Sub-agents. One or more Sub-agents will be assigned to you only after we have acknowledged in writing such person(s) as one of your Sub-agents. You will not be entitled to receive any form of compensation resulting from the solicitations, sales, or other actions of any person unless we have already assigned such person to you as a Sub-agent. You shall not allow any of your Sub-agents to act as our representative or to take any actions on our behalf until such person has been properly licensed to sell insurance for us in each State where such person intends to act on our behalf, has executed an appropriate Agreement with us, and such Agreement has been accepted by us.

Section 2.3 Our Relationship With You And Your Sub-agents. As a Supervising Agent of Sub-agents, you are also responsible for the actions and indebtedness (including, but not limited to debit balances from Leads and charge backs) of each and all of your Sub-agents, and you hereby agree to take all action necessary to ensure that each of your Sub-agents complies with all of the restrictions, limitations, and other terms of this Agreement and conduct all insurance activities in compliance with applicable laws. You agree to work with the Supervising Agent(s) we assign to you and you shall assist such Supervising Agents in fulfilling their obligation to us. You agree that the Company can take debits or other amounts due from your Sub-agents from your account at any time, with or without prior notice to you. Upon termination of your Agreement with us, or during the existence of your Agreement with us if the circumstances justify, in our sole discretion, your agents may be assigned by us directly or to other Supervising Agents.

III. OUR DUTIES AND OBLIGATIONS.

Section 3.1 Our General Duties And Obligations. Within our sole discretion we may provide you with technical support, marketing materials and general expertise with respect to the insurance products marketed pursuant to this Agreement and, further, we may provide personnel to consult with our Customers and Prospective Customers with respect to our insurance products.

Section 3.2 Advertising. You are required to submit to us for prior approval, all advertising or other materials you intend to distribute, disseminate, or otherwise use that are designed to induce, solicit or recruit persons to become affiliated with us, that are designed to induce or solicit persons to apply for or purchaser our products, or that reference us or our products in any way. Failure to receive our written approval before your use of such materials is grounds for termination of this Agreement. At our option, we may finance advertising, promotions, Leads, travel or reasonably incurred expenses for you, which shall be considered loans secured by compensation due you.

INITIAL HERE

IV. TERM AND TERMINATION.

Section 4.1 Term. The term of this Agreement shall commence on the date of its execution shown below, and this Agreement shall continue indefinitely until terminated as provided in Section 4.2 below.

Section 4.2 Termination. This Agreement may be terminated as follows:

- a. By mutual consent of the parties to this Agreement, without notice; or
- b. By the unilateral request of either party, upon providing written notice to the other party of not less than thirty (30) days (ninety (90) days in the State of Oregon); or
- c. By us, immediately and without notice, upon any of the following occurrences:
 - i. Your breach of any of the terms, restrictions, obligations, or limitations set forth in this Agreement;
 - ii. The misrepresentation of our products or services, including omitting or falsifying any material information on an application for, or for the reinstatement, of our policy;
 - iii. Any act of embezzlement, theft, fraud, or dishonesty on your part or by any of your Sub-agents or employees.
 - iv. The withholding of any premiums, receipts, documents, correspondence, or other funds rightfully belonging to us or our policyholders;
 - v. The termination, suspension, or revocation of any license or appointment issued to you that is necessary, as a matter of law, to perform your duties and obligations under this Agreement;
 - vi. Your conviction for a felony or a misdemeanor involving moral turpitude;
 - vii. Your use of any unauthorized marketing materials, training tapes, videos, CDs or procedures without our written consent;
 - viii. The determination by the Company, in its sole discretion, that your conduct or course of dealing with the Company, its agents or insureds is so egregious that a continued relationship with you would potentially cause harm to the reputation or welfare of the Company; or
- d. Automatically and without notice upon:
 - i. Your death;
 - ii. The final adjudication of either party as bankrupt; or
 - iii. The voluntary or involuntary dissolution of either party.

The termination of this Agreement shall terminate any and all authority granted to you under this Agreement, but you shall remain bound by the applicable restrictions and limitations set forth in this Agreement that are designed to continue after its termination, and you shall remain fully liable for any indebtedness or other obligations to us. Should this Agreement terminate pursuant to Section 4.2(d)(i) above, any sum owed to you under this Agreement shall continue to be paid to your beneficiary(ies), or if there are no surviving beneficiaries, then to your spouse, or if there is no surviving spouse, then to your estate, unless the parties to this Agreement have previously agreed otherwise, and said agreement is in writing and signed by both parties.

Our failure to terminate this Agreement under Section 4.2(c) above when we have grounds to do so shall not constitute a waiver of, or any limitation on, our rights to do so in the future, whether for the same, similar, or other grounds or reasons.

V. RESTRICTIONS AND LIMITATIONS ON YOU.

Section 5.1 Limits of Authority. Your authority will extend no further than is required to perform your duties under this Agreement. You do not have the authority to, and will not perform any of the following acts on our behalf:

- a. Make, alter or discharge any contract.
- b. Waive any right to which we are entitled.
- c. Extend the time for any premium payment, change the amount of any premium payable to us or accept premiums which you are not authorized to receive.
- d. Contract a debt in our name.
- e. Bind us with respect to any insurance policy, product, coverage or otherwise.

Only we may approve applications for our insurance and commit ourselves to providing or issuing coverage. We make no representation that any application submitted by you or your Sub-Agents will be approved by us absolutely or without reservation. You and we hereby confirm our mutual understanding that you shall have no power or authority other than as expressly granted in the Agreement and no power shall be implied in the grant or limitation of powers specifically mentioned in this Agreement.

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Section 5.2 Marketing Materials And Procedures. In performing your duties under this Agreement, you shall use only those marketing materials and procedures provided or approved by us in writing, and you shall not make any representation regarding our insurance policies that are not expressly set forth in such marketing materials and procedures. Our name, product titles, logos, trademarks, and other advertising materials are, and at all times, shall remain our property. You, your Sub-agents, and/or your employees shall not use any such materials in any manner which has not been approved by us in writing. Upon termination of this Agreement, you shall return, and you shall cause your Sub-agents and/or employees to return, all of our marketing and other materials provided to you, your Sub-agents and/or employees, or that are otherwise in your or their possession, custody or control. Failure to comply with this section may result in the immediate termination of this agreement pursuant to Section 4.2(c) above.

Section 5.3 Your Expenses And Liability. You shall be responsible for the payment and discharge of all expenses associated with the operation of your business (including, but not limited to, any expenses relating to the recruiting and managing of Sub-agents, sales lead resources, or booth rental or other charges that may be charged to you for the use of facilities and/or equipment). You, your Sub-agents, and your employees shall have no authority to incur any costs or expenses on our behalf without our written consent. You shall not be reimbursed for any expense incurred by you under this Agreement. Your sole compensation under this Agreement shall be as provided in Section VII below. You also shall be responsible for all liabilities associated with you or your Sub-agents' insurance solicitation and sales activities for us, including but not limited to, (1) any liability for misrepresenting any coverage offered or issued by us; (2) any errors and omissions or related claims or actions brought by our existing Customers or Prospective Customers involving you or your Sub-agents or employees; or (3) any claims arising from any of your current or prior affiliations with any insurance company or other business enterprise. To the extent that we, our directors, officers, or employees or agents are named or otherwise involved in any legal or other action relating to any expense or liability of yours, we shall be entitled to be fully indemnified and defended by you in any such matter as provided in Section 8.2 below.

Section 5.4 Our Rights Regarding Our Customer Base. Any Customer or Prospective Customer of ours contacted by you or your Sub-agents during the term of this Agreement, or your engagement or service as an Agent for us, shall be deemed our exclusive Customer or Prospective Customer, whether or not you had any contact or relationship with such person prior to your relationship with us under this Agreement. All rights to solicit or call on such Customers or Prospective Customers and any and all Leads, or other information relating thereto shall be, and remain, our sole property and shall be included among the "Confidential and Proprietary Information" (as defined in Section 5.5 below), unless specifically released by us in writing.

Section 5.5 Confidentiality. You hereby acknowledge that you will be furnished with, or will have access to, certain confidential and proprietary information relating to our business including, but not limited to, certain lists of, or data relating to our Customers and Prospective Customers (whether identified by "Leads" or otherwise), all expiration data relating to all policies of insurance produced by or through us, and certain other information relating to our services, marketing techniques, business methods and finances, which information is not generally known to the public (collectively, the "Confidential and Proprietary Information"). You understand and acknowledge that the Confidential and Proprietary Information includes, without limitation, any information relating to our existing Customers and Prospective Customers that you may produce or develop during your engagement or service as an Agent for us. You further recognize that we devote significant financial, human, and other resources to the development of our customer base, "Leads," and the general goodwill associated with our business, and that we take all reasonable steps necessary to ensure that each and every component of the Confidential and Proprietary Information constitutes a "Trade Secret" (as that term is defined in Section 5.8 below). You also agree to treat any Confidential and Proprietary Information, and conduct your relationship with us, in accordance with the following:

- a. During the term of this Agreement, and at all times thereafter, you will hold in the strictest confidence and not disclose, publish, or divulge, directly or indirectly, to any individual or entity, or use in any manner detrimental to us, any Confidential and Proprietary Information, except as may be required of us.
- b. Upon our request at any time until this Agreement terminates, or within thirty (30) days following such termination, you will deliver to us only, and shall not retain for your or anybody else's use, any and all "Leads," records, files, memoranda, documents and materials of any type, including all copies, excerpts and notes thereof, containing any Confidential and Proprietary Information or in any way relating to your work for us or to our Customers, Prospective Customers, services, projects, programs, or business of which you have knowledge.

Section 5.6 Non-Solicitation. You hereby acknowledge that during the course of your contract with us, you and your Sub-agents will acquire confidential customer lists, techniques and contracts which you agree have been procured for us, and which are our exclusive confidential property. During the term of this Agreement and for a period of two (2) years after the termination of this Agreement, you, your employees, agents or Sub-agents shall not:

- a. Except on our behalf, whether part-time or full time, directly or indirectly (including the acceptance of commission income) solicit, have contact with, or direct any person to solicit or contact, any of our Customers or Prospective Customers for the purpose of selling any type of insurance; or
- b. Solicit or aid any other company, person, entity or manager in recruiting or soliciting any of our employees or agents to terminate their employment or engagement with us, nor employ, partner with, engage in any way, or aid any other company,

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person, entity or manager in recruiting or soliciting, any of our employees, agents or former employees or agents within two years of their termination with us. Receipt of compensation from business written by the agent or employee shall be conclusive evidence of such solicitation; or

- c. Disclose to any person, corporation or other entity our Confidential and Proprietary Information, Trade Secrets (as may be further defined in paragraphs 5.5 and 5.8 hereof), sales techniques, contracts or any other material or technique acquired from us and deemed to be confidential, without first obtaining our prior written consent.

If any of the foregoing is found by a court to be invalid or unenforceable for any reason, including, without limitation, the business scope or the duration of the covenants set forth therein, such provision shall be construed and/or reduced or reformulated by the court in such a way as to make it valid and enforceable to the maximum extent possible.

Section 5.7 General Remedies And Damages. If you violate any of the terms of this Agreement, in addition to all other remedies available to us at law or in equity, you shall immediately forfeit any and all commissions to which you otherwise may be entitled under Section VII below. You agree that monetary damages alone are not sufficient to fully compensate us and we shall be entitled to immediate injunctive and other equitable relief, without bond and without the necessity of showing actual monetary damages, enjoining you and each and every party connected with such violation (including your Sub-agents) from the continuance of such violation and, in addition thereto, we shall be entitled to legal damages, including the court costs, attorney's fees, and litigation expenses incurred by us. Notwithstanding our proprietary interest in our Customers and Prospective Customers, we recognize that upon termination of this Agreement, certain of our Customers may choose to sever their respective relationship with us in favor of you or any person engaging you after the termination of this Agreement, without any direct or indirect solicitation by you in violation of the terms of this Agreement. As such, and in further consideration of your engagement of services as an Agent for us, you hereby agree that, with respect to any Customer of ours who completely or partially severs his/her relationship with us in favor of you, your Sub-agent, other agents working under your supervision, successors or affiliates, or any person engaging your services (the "Severing Customer"), you shall pay us an amount equal to 100% of the commissions you or your Sub-agent earned (whether accrued or actually received) from us with respect to the Severing Customer during the twenty-four (24) month period immediately preceding the termination of this Agreement. In the event that such termination is the result of your violation of any of the restrictive covenants set forth in this Agreement, we, within our sole discretion, may choose the foregoing formula as liquidated damages in lieu of any other legal remedies.

If the Company receives information or a formal claim or complaint which, in its sole discretion, leads it to believe you, your Sub-agents, employees, or others under your supervision were involved in fraud, malfeasance, misappropriation, or wrongful withholding of funds involving activities on our behalf or on behalf Customers and Prospective Customers, relating to this Agreement or any applicable insurance laws, notwithstanding any other provisions contained in this Agreement, we may withhold any and all commissions you might have acquired under this Agreement until the information or claim is investigated and the matters resolved to the our satisfaction. In all instances, you shall cooperate with us during any investigation of a claim, dispute, question, grievance, disagreement, inquiry, claim, or in litigation. You will continue to cooperate after this Agreement terminates. Failure to comply could also result in the loss of your vesting rights to commissions or fees of which you may be entitled.

Section 5.8 Trade Secret Act Remedies. Without limiting the generality of the foregoing, you hereby acknowledge and agree that each and every component of the Confidential and Proprietary Information you have obtained either directly or indirectly from us constitutes a "Trade Secret" of ours. As such, any intentional breach of this Agreement with respect to any Confidential and Proprietary Information you have obtained either directly or indirectly from us will constitute a willful and malicious "misappropriation" of a Trade Secret, thereby allowing us to subject you to all the available exemplary remedies for our benefit under law, including:

- a. The awarding of exemplary damages equal to not more than TWICE any award for actual loss and unjust enrichment;
- b. The assessment of our related attorneys fees; and
- c. Appropriate injunctive or other equitable relief.

Section 5.9 Our Control Over Our Products. We reserve the right to establish or modify any commissions on policy and rider forms included or not included in your Commission Supplement described in Section 7.1 below, to cease offering any product, to withdraw the privilege of writing applications for any policy or rider form, to modify or change any premium rates, and to refuse to issue any policy or rider to any applicant.

VI. ARBITRATION CLAUSE.

In the event of any dispute, claim, question, grievance or disagreement between you and us or any of our officers, directors, employees, agents, representatives or affiliates, arising out of or relating to this Agreement or the relationships created hereunder (a "Controversy"), the parties shall use their best efforts to settle such Controversy. To this end, the parties will consult and negotiate

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with each other in good faith and, recognizing mutual interest, attempt to reach a just and equitable solution to the Controversy satisfactory to both parties. If the parties do not reach such solution within a period of thirty (30) days after written notice by a party to the other party of the existence of a Controversy, such Controversy shall be resolved by binding arbitration administered by The American Arbitration Association under its Commercial Arbitration Rules as modified below. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

This Arbitration Clause is governed by the Federal Arbitration Act (Title 9, U.S. Code). Any arbitration conducted pursuant to this Agreement shall be conducted in accordance with the terms of the Federal Arbitration Act and the Commercial Arbitration Rules of The American Arbitration Association, except as modified or otherwise specified herein. The arbitration process shall be conducted before a single, neutral arbitrator, who shall be an active or former officer of a life, accident and health insurance company with a minimum of ten (10) years experience in the industry and disinterested in the outcome of the arbitration.

Arbitration proceedings hereunder shall be conducted in Thomasville, Georgia, or at such other location as shall otherwise be agreed to in writing by all parties. Limited civil discovery shall be permitted for the production of documents and the taking of depositions of witnesses. The arbitrator and the arbitration procedure shall be governed by Georgia law and any limited discovery allowed by the arbitrator shall take place in accordance with the Georgia Procedure Act. All issues regarding discovery requests shall be decided by the arbitrator. To the maximum extent practicable, decisions regarding discovery requests shall be decided by the arbitrator. To the maximum extent practicable, an arbitration proceeding hereunder shall be concluded within ninety (90) days of filing of the dispute with The American Arbitration Association. The award of the arbitrator shall be final, binding and conclusive upon the parties, and need not be accompanied by a reasoned opinion.

The arbitrator shall award to the prevailing party, if any, as determined by the arbitrator, all of its costs and fees, or otherwise allocate such costs and fees between the parties in such manner as the arbitrator may determine to be just and appropriate. "Costs and fees" means all reasonable pre-award expenses of the arbitration, including the arbitrator's fees, administrative fees, travel and expenses, out-of-pocket expenses, such as copying, telephone, court costs, filing fees, witness fees, and attorney's fees. Neither party nor the arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

Nothing in this Agreement shall require arbitration of any Controversy for which equitable or injunctive relief, including specific performance, is sought, unless the parties mutually agree to submit such issue to arbitration. The arbitrator will have no authority to award punitive or exemplary damages, or any other damages not measured by the prevailing party's actual damages (including assessable costs and attorneys fees as provided herein), and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this Agreement. This Section VI shall survive the termination of this Agreement. By initialing this paragraph you acknowledge that you have read, understand and agree to the terms of this Section.

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VII. COMMISSIONS, ADVANCES, AND AGENT'S ACCOUNT.

Section 7.1 Commissions In General. As full compensation for all services to be provided by you under this Agreement, we shall pay you commissions and fees based on premiums received by us with respect to our insurance policies issued and placed into force from applications solicited by or through you or your Sub-agents after this Agreement has become effective. The compensation (commissions and fees) that shall be payable to you for such business shall be set forth in the Commission Supplement attached to or applicable to this Agreement then in effect ("your Commission Supplement"). The specific rates and terms set forth in your Commission Supplement are subject to prospective change at any time, within our sole discretion, but shall remain in effect for all applications submitted prior to our notifying you of any such change. Commissions are earned by you only upon receipt of the full premium payment from the customer. Any payment received by you which exceeds the amount of premium actually received from the customer shall be considered a loan to you subject to repayment pursuant to the terms of this contract. To the extent that you have received commissions for any insurance policy which is later reduced, canceled, or rescinded by us or the owner of such insurance; or received commissions for any limited benefit policy which is paid within the first policy year, you shall owe and return the appropriate portion of such commissions to us. No commissions will be paid on premiums waived, on flat extra sub-standard premiums, or on premiums paid in advance which are not currently applied toward payment of premiums. If an insurance policy originally produced by you has lapsed, been canceled, or rescinded by us, the subsequent production of the same or similar policy by you, any of your Sub-agents or any other agent contracted with the Company, shall only give rise to a renewal commission. In the event a policy lapses, the Company shall have the right in all instances to preserve or replace the policy and to place another policy(ies) with the policyowner; no further commissions will be payable to you as the result of the Company's exercise of this provision.

Any and all indebtedness to the Company by you shall be secured by a first lien upon any commissions or rights to commissions accruing under this Agreement, or any supplement or amendment hereto, and the Company is given and granted by you a first lien upon said commissions for such purpose.

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Section 7.2 Renewal Commissions. With respect to any insurance policy originally produced by you or your Sub-Agents, which policy has remained continuously in force, you shall be entitled to the commissions generated by the renewal of such policy as provided in your Commission Supplement, subject to the rules set forth in your Commission Supplement and this Agreement. Your rights with respect to renewal commissions following termination of this Agreement are set forth in Sections 7.8, 7.9 and 7.10 below. "Renewal Commissions" for purposes of this Agreement shall mean commissions payable as a result of any premium paid on a policy after the twelfth month from the policy's inception date.

Section 7.3 Advances. At our discretion, we may advance or loan to you a portion of your commissions. This advance is a loan of anticipated future commission earnings on a per policy basis. In consideration of the Company advancing funds to you, you agree that in the event of termination of any policy during the first twelve (12) months of such policy's existence, you shall immediately return to the Company the difference between the amount advanced to you and commissions actually earned by you on premiums collected by the Company on a per policy basis, prior to the policy termination for each terminated policy. This advance shall not exceed \$700.00 on any one policy or household, and may be enforced by the Company in a subsequent action to collect on such loan on a per policy basis and without regard to any future earnings that you may receive from any other policy placed in force by you or any of your Sub-agents.

Section 7.4 Vesting. Immediately after this Agreement has been executed, in the event of termination by either party or in the event of your death, compensation due hereunder will continue to you or your named beneficiary(ies) until such time as any month's earned compensation, under this and any other agreement with the Company or its affiliates is less than \$200.00 per month. Termination pursuant to Section 4.2(c) above, breach of any restrictive covenants set forth in Sections 5.5 and 5.6 above, or the occurrence of any of the events described in Section 7.10 below shall cause immediate forfeiture of all commissions and fees to which you otherwise would have been entitled. Please elect the beneficiary(ies) of your vested commission proceeds below:

Primary Beneficiary(ies) and Relationship(s): _____

Contingent Beneficiary(ies) and Relationship(s): _____

Section 7.5 Your Account: Our Right Of Off-Set. We shall keep a record regarding your compensation and debt to us under this Agreement ("your Agent's Account"). We shall credit all sums we owe you under this Agreement and debit all sums you owe us under this Agreement to your Agent's Account. We also shall be entitled to credit or debit to your Agent's Account the amount which we owe to, or which is owed to us by, any or all of your Sub-agents as provided in Section 7.6 below, and you shall be fully liable for any and all such debit balance as if it were all created by you personally. At our sole discretion, we may off-set at any time, whether before or after the termination of this Agreement, any amount we owe you under this Agreement by the amount of any sum you owe us under this Agreement. In this regard, we hereby reserve the right, at any time during the term of this Agreement, to request credit reference information or conduct a credit search with respect to your ability to pay any indebtedness then existing. During the term of this Agreement, we shall furnish you with a statement of your Agent's Account at least once a month. You are expected to examine that statement, and if you are not satisfied with its correctness, you shall notify us of any disagreement in writing. Your failure to notify us of any objections or needed corrections within sixty (60) days from the date any such statement was mailed to you, shall be deemed an admission by you of the accuracy and correctness of such statement and the transactions it represents. We shall remit payments to you (in accordance with your Commission Supplement) with respect to your Agent's Account at least monthly. We may charge interest, not exceeding 1% per month, on the principle of the amount owed to us by you upon your failure to pay within thirty (30) days of when due.

Section 7.6 Debit Of Your Sub-agents. You are liable for any amounts advanced to any of your Sub-agents, or any other amount any of your Sub-agents owe us. However, we will look first to the Sub-agent who incurred any such debt for the payment of that debt. In the event one of your Sub-agents has failed to repay any debt or amount owed us by such Agent as required in such Sub-agent's Agent Agreement with us, you shall then immediately owe and become primarily liable to us for the full amount such Sub-agent owes us. You shall pay us such amount immediately in lump sum, or in accordance with such terms as we may otherwise agree with you. In consideration of your becoming primarily liable for such Sub-agent's debt, we hereby agree to credit to your Agent Account, beginning at the time you become primarily liable for any such Sub-agents debt, any such Sub-agents commissions forfeited for failure to pay us such debt, at such time as those forfeited commissions would have become payable to such Sub-agent if not forfeited by such Sub-agent, subject to the other terms of this Section VII. We shall have the right to defer or waive the collection of any sum due under this section without affecting our right to later demand and collect such sum or any other sum due under this Agreement.

Section 7.7 Debit In Your Account Balance Upon Termination: Security. Upon termination of this Agreement under Section 4.2(c) or (d) above, all amounts for which you are liable to repay to us under this Agreement shall become immediately due and payable to us. Upon termination of this Agreement under Section 4.2 above, we shall immediately apply all compensation due you to

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such debt owed to us by you, which may include debts of your Sub-agents. Pursuant to Section 7.5 above, we may charge interest, not exceeding 1% per month, on the principle of the amount owed to us by you upon your failure to pay or the inability of the compensation due you to completely absolve all debt owed within One Hundred Eighty (180) days of when due. Upon termination of this Agreement under Section 4.2(a) or (b) above, any amount for which you are liable to pay under this Agreement shall be due and payable within One Hundred Eighty (180) days; however, we shall have the right to extend this amount of time within our sole discretion. Our decision to extend such time past One Hundred Eighty (180) days does not constitute a waiver of or any limitation on our right to demand immediate payment of any amount owed to us by you. In addition, post termination rights to renewal commissions shall terminate at such time that you fail to pay the amount due us within One Hundred Eight (180) days and provided that you have not made any arrangements with us to extend or modify the terms of the repayment of your debt to us. Any agreement to extend or modify terms of repayment must be in writing, signed by our authorized representative and entered into prior to the passing of One Hundred Eighty (180) days from the date of termination.

Section 7.8 Post-Termination Commission Rights: Agent Wrongdoing. If this Agreement is terminated pursuant to Section 4.2(c) above or any of the events described in Section 7.10 below occurs, you shall immediately forfeit all commissions and fees to which you otherwise would have been entitled. If we determine, in our sole discretion, you are in breach any of the restrictive covenants set forth in Sections 5.5 or 5.6 above, you shall forfeit all commissions and fees to which you otherwise would have been entitled. In all other termination situations, you shall be vested in renewal commissions as provided in Section 7.9 below.

Section 7.9 Post-Termination Commission Rights: In the event of the termination of this Agreement other than as provided in Section 7.8 above, you shall be entitled to receive, as earned, the renewal commissions that you would have received if this Agreement had not been terminated, and we shall continue to credit such amount to your Agent's Account, subject to our right to offset provided in Section 7.5 above. Notwithstanding the foregoing, your post-termination rights in renewal commissions shall terminate at such time that you fail to pay any amount due us for which you are liable under this contract to pay or when the total renewal commission due you is less than \$200.00 per month. We shall have the right to waive the discontinuing of renewal commission payments within our sole discretion without affecting our right to later discontinue paying renewal commissions as set forth by the criteria defined herein.

Section 7.10 Forfeiture Of Commission Rights: All compensation payable under this Agreement will be forfeited:

- a. If at any time, should you induce or assist in inducing any agent or employee of the Company to discontinue their agent relationship or employment with us;
- b. If at any time should you, your Sub-agents, employees, or other agents under your supervision induce, suggest to, or encourage any of our policyholders to surrender, lapse, relinquish, discontinue, replace, convert to reduced paid-up, continue as extended term insurance or otherwise reduce a policy in value by the use of non-forfeiture benefits;
- c. If Termination is for cause, pursuant to Section 4.2(c);
- d. If you do not fully repay any debt you owe us within One Hundred Eighty (180) days after the Agreement terminates.
- e. If you fail to cooperate with us at our request regarding any lawsuit, inquiry, claim or investigative matter involving you, any of your subagents, or any matter involving any act or omission involving you or your subagents.
- f. As otherwise provided for in this Agreement and as the Company determines reasonable and necessary to enforce our legal rights and/or interests under this Agreement.

Forfeiture of compensation will not prejudice any other remedy we may have against you at law or in equity.

VIII. GENERAL PROVISIONS.

Section 8.1 Your General Compliance. You shall perform your duties and obligations under this Agreement in compliance with all applicable statutes and administrative regulations and immediately shall notify us of any notice received of any alleged violations thereof and promptly shall correct such violations. Additionally, you shall conduct your business affairs in compliance with the terms and provisions of this Agreement and any reasonable rules and regulations established by us.

Section 8.2 Indemnification Of Us. You shall indemnify, defend, and hold us harmless from and against any loss, liability, damage, or, expense (including reasonable attorneys' fees) suffered or incurred by us, our employees, officers, directors, agents or representatives as a result of or in connection with:

- a. You or any of your Sub-agents (during the course of their contract with us) failure to comply with any law or administrative regulation (including, but not limited to, those relating to the reporting, withholding, or payment of taxes), regardless of whether such failure was intentional or unintentional or resulted from mistake, negligence, or lack of your knowledge; or
- b. You or any of your Sub-agents (during the course of their contract with us) breach of any duty, obligation, limitation, restriction, representation or warranty, set forth in this Agreement or any rule or regulation established by us.

We shall be entitled to off-set (debit) any amount owed us pursuant to this Section 8.2 against any commissions or other credits otherwise owed to you.

Section 8.3 Effect Of Your Legal Character. In the event you are not an individual, you represent you are an authorized officer, member or partner with the appropriate authority to enter this Agreement. All your officers, employees, partners, principals, stockholders, or other related persons shall also be personally responsible and liable to honor your duties, obligations, and debts to which you are bound under this Agreement.

IX. MISCELLANEOUS

Section 9.1 Definitions. For the purposes of this Agreement, "Customer" or "Existing Customer" shall be any person who purchased any insurance product or insurance-related service from us within the term of this Agreement or the twenty (20) year period immediately preceding the execution of this Agreement. For the purposes of this Agreement, both owners and insureds under insurance policies and riders shall be deemed purchasers. For the purposes of this Agreement, "Prospective Customer" shall be any person who completed an application or request for any of our products or who you or your Sub-agents contacted or solicited, whether directly or indirectly, with the intent to solicit such person to purchase a product from us as a result of a name or "Lead" which you acquired during this contract. For the purpose of this Agreement, "Prospective Customer" also shall mean any person who has inquired or contacted us about the possibility of purchasing any of our products during the term of this Agreement or at anytime during the seven (7) year period immediately preceding the execution of this Agreement. For purposes of this Agreement, the term "Sub-agent" shall mean any Sub-agent who is under Agent.

Section 9.2 Notice. Any notice provided under this Agreement shall be in writing and shall be deemed sufficiently given on the date of service, if served personally, by telecopy or by e-mail, or on the third business day after mailing, if mailed by certified or registered mail or sent by other means which are considered as reliable. Notice to you shall be sent to your current address on file with us. It shall be your responsibility to keep us informed of your current address. Unless we inform you otherwise in writing, notice to us shall be sent to: Senior Life Insurance Company, Post Office Box 2447, Thomasville, Georgia 31799-2447.

Section 9.3 Captions and Headings. The captions and headings in the Agreement are inserted only as a matter of convenience and for reference, and in no way do they define, limit, or describe the scope of this Agreement, or the intent of any provision of this Agreement.

Section 9.4 Governing Law. This Agreement shall be construed and enforced in accordance with and interpreted pursuant to the laws of the State of Georgia, without regard to principles of conflicts of law. To the extent permitted by law, venue for the resolution of any Controversy or other dispute between you and us or any of our officers, directors, employees, agents, representatives, or affiliates, that are not subject to the mandatory binding arbitration pursuant to Section VI of this Agreement, shall be the Superior Court of Thomas County, Georgia.

Section 9.5 Waiver. No restriction, condition, obligation, or provision contained in this Agreement shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof that may occur.

Section 9.6 Severability. The provisions of this Agreement shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision shall not affect the validity or enforceability of the remainder of this Agreement. In the event any provision is deemed unenforceable, the remainder of this Agreement shall be modified to the extent necessary to render this Agreement valid and enforceable.

Section 9.7 Assignment. This Agreement is your personal undertaking, and you may not transfer or assign any of your obligations or rights under this Agreement without our express written consent. This Agreement shall be binding upon your beneficiaries, heirs, executors, administrators, successors, permitted assigns and personal representatives. We may assign our rights and obligations under this Agreement at any time.

Section 9.8 Complete Agreement. This Agreement and the Schedules, Supplements, and other agreements referred to in this Agreement constitute the entire Agreement and understanding between the parties with respect to the subject matter covered in this Agreement, and this Agreement supersedes all prior negotiations, proposed agreements, and understandings between the parties concerning any of the provisions of this Agreement. Neither party shall be bound by the terms of any amendment to this Agreement unless the amendment is signed by the party against whom the same is sought to be charged.

IN WITNESS WHEREOF, the parties have executed this Agreement effective this ____ day of _____, 20 ____.

Agent Signature

Company Corporate Officer Signature

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Confirmation of Coverage Bound 2011/2012

Named Insured: Parker & Associates, Inc.

Coverage: Insurance Professionals Errors & Omissions Related Professional Liability
(Claims-made Coverage)

Company: Underwriters at Lloyd's, London
AM Best Rating: A XV
Standard & Poor's Rating: A
Mississippi Status: Non-Admitted

Policy Term: April 11, 2011 - April 11, 2012

Policy Number: INS063525

Form: MISC/INS (01/09) - per expiring

Limits of Liability: \$ 2,000,000 Each Claim
\$ 3,000,000 Aggregate

Deductible: \$ 25,000

Retroactive Date: April 11, 2003 (for primary \$1mil / \$1mil)
April 11, 2006 (for excess limits purchased above \$1mil)

Special Terms & Conditions:

- 1) Employment Practices Liability sublimit included - \$25k (defense and indemnity)
- 2) Deductible applies to damages and claims expenses
- 3) Optional Extended Reporting Period available
- 4) A- or better insolvency - \$100k Defense Coverage
- 5) 25% Minimum earned premium
- 6) MISC/INS (1/09) A Claims-Made and Reported Form
- 7) Lloyd's Privacy Policy Statement
- 8) Nuclear Energy Liability Exclusion Endorsement
- 9) Lloyd's Cancellation Clause
- 10) Kentucky Cancellation and Non-renewal Clause
- 11) War & Terrorism Exclusion
- 12) Consequential Bodily Injury and Property Damage Endorsement
- 13) Prior Acts Endorsement - as expiring
- 14) Additional Named Insured Amendatory Endorsement - as expiring
- 15) Asbestos Exclusion Endorsement
- 16) Organic Growths Exclusion Endorsement
- 17) Inclusion of Spousal Coverage Amendatory Endorsement
- 18) Three Year Extended Reporting Period Endorsement



Additional Named Insured Listing:

| Company Name |
|--|
| Commissions Administrative Services, Inc. |
| Communications Administrative Services, Inc. |
| Diabetics Warehouse, LLC |
| Eagle Brokerage, Inc. |
| Global Advantage, Inc. |
| Golden Pathways, Inc. |
| Great American Marketing Group, Inc. |
| Greenway Marketing |
| Lead America, Inc. |
| Midwestern Health |
| One Life America, Inc. |
| One Source USA |
| Parker Marketing Inc. |
| PPH, LLC |
| Progressive Marketing Group, Inc. |
| Properties of Florida, LLC |
| Senior Marketing Group, Inc. |
| Senior Providers, LLC |
| Silvercare, Inc. |
| Southeastern Investment Properties, LLC |
| Stonewall Communications, Inc. |
| The Liberty Group, Inc. |
| Trubridge, Inc. |
| Trubridge Rx, Inc. |

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