# "The Old Reliable"

**Fully Vested Contract** 

# Contracting Forms

"Declaration of Independence"





#### **Contracting Forms**

Original signatures are necessary on all documents. The contracting process cannot be completed with faxes and photocopies.

Submit all documents with original signatures to:

Marketing Department Custom Benefits, LLC 8588 Cordes Circle Germantown, TN 38139

Confidential Licensing Information – Complete a Confidential Licensing Information form as an individual. If you intend to contract as a corporation or partnership, please complete a second "Confidential" for the corporation/partnership. It is not necessary for all partners and owners to complete a "Confidential". Additional partners and owners would complete a "Confidential" plus a Representative's Agreement (with all commissions to the corporation/partnership) or an Agent Agreement (which pays commissions to the Agent/Partner/Owner) if they solicit insurance applications.

W-9 Request for Taxpayer Identification Number – To receive compensation from one or more of the Manhattan Insurance Group companies, submit a completed W-9 form (your name/social security number or corporation/partnership name/tax identification number). Date and sign the W-9.

Brokerage Agent Agreement – If you are contracting as an individual, your name must be on the front and the date plus your signature on the back of the agreement. If you are contracting as a corporation or partnership with commissions paid to the corporation or partnership, the name of the corporation/partnership must be on the front and back (as the Agent). An officer of the corporation or a partner must sign the back as the "Agent" and as the "Agent (Officer or Principal)" with a Witness signature and corresponding dates for each. You would also complete a Representative's Agreement with your name as the Representative, the corporation/partnership as the Associate if all commissions are to be paid to the corporation/partnership.

**Commission Schedule** – Write in the date, print your name or the name of your corporation/partnership, sign, and submit with your contracting paperwork. Health commissions and life commissions are on two separate commission schedules.

**Assignment Of Commission** – You may assign commission by completing the Assignment of Commission form. A W-9 must be completed by the recipient of commissions.

**Direct Deposit Program** – Health commissions (and health advances) can be depositing into the account designated by you with no waiting for the mail to deliver checks.

**Appointment Fees** – The appointment fee (excluding Arkansas and South Carolina) for each state in which you will solicit business must be received before the contracting process can be completed.

**Representative Agreement** – No commissions schedule is used with the Representative's Agreement. All commissions are paid to the Associate. The Associate may be an Agent but could be an Agency or a corporation/partnership.

#### MANHATTAN LIFE INSURANCE COMPANY CENTRAL UNITED LIFE INSURANCE COMPANY

INVESTORS CONSOLIDATED INSURANCE COMPANY

10700 Northwest Freeway, 3<sup>rd</sup> Floor

Houston, Texas 77092

713-529-0045

FAX: 713-529-6309

Phone: 800-669-9030 www.manhattaninsurancegroup.com

WEB

#### CONFIDENTIAL LICENSING INFORMATION

		<b></b>	INDIVIDUAL	CORPORATION
		Ta	ax ID	
Current Residence Add	ress			
		Tel. N	0.	
Additional Residence A	ddress(es) during last five	<mark>years_</mark>		
Designed Address				
		Геl. No.		
Send Correspondence T			E-Mail	
•	ense No.		ver's License No.	
		ach Copy)		(Attach Copy)
Attach a copy of your E	E & O policy or certificate.			
Current Insurance Comp	pany Affiliations	Type of Policy Sold	Annual Premium	Persistency
Primary Company				
Other Companies				
	ever been included in litigation	on with an insurance company that	t vou represented?	
Are you now or have you	If yes explain	•		
Are you now or have you  YES  NO	ii yes, explain.			
□ (YES) □ (NO)	icted of a felony?	☐ NO If yes, explain.		
YES NO  Have you ever been convi	icted of a felony?			
YES NO  Have you ever been convi				



#### CENTRAL UNITED LIFE INSURANCE COMPANY

10700 Northwest Freeway, Houston, Texas 77092

#### Agent Agreement

 hereinafter called the Agent, and Central United Life Insurance

#### 1. APPOINTMENT

The Company appoints the Agent in those territories in which both the Company and the Agent are licensed to do business, to solicit and procure applications for all types of insurance and annuities issued by the Company subject to the terms, conditions, and limitations set forth herein.

#### 2. AUTHORITY

The Agent is authorized to contract Agents provided they are properly licensed by the appropriate insurance regulatory authority. All contracts made with such agents shall be made directly with the Company in writing on the Company's form which shall become effective when executed by the Company. The Company may refuse to contract with any proposed Agent and may terminate any contract with an Agent.

As used herein, Agent shall mean any person who procures, supervises or otherwise participates in the procurement of applications for insurance and annuities for the Company.

#### 3. COMPENSATION

The Company will pay the Agent first year and renewal compensation on premiums paid on policies written and delivered by the Agent or by Agents appointed by or assigned to the Agent while this Agreement is in full force and effect, at the rates and for the period and on the terms set forth in the attached Agent's Commission Schedules, subject to the conditions set forth herein.

- A. If insurance in the Company is issued which will take the place of insurance terminated or to be terminated in the Company after the new insurance is issued, the Company reserves the right to determine the rate of commission fees to be allowed, if any.
- B. Commission on converted insurance will be determined by the Company as of the time the conversion is effective in accordance with the rates and practices then in effect.
- C. If Agents Commission Schedule rates are not shown or where special rate quotations are made, rates shall be such as may be fixed by the Company.
- D. If the Company shall return all or any portion of the premiums on a policy or contract, the Agent shall, upon demand repay to the Company all, or a correspondingly proportionate part of, the commission received by him on account of such policy or contract.
- E. The Company reserves the right to change the provisions of the Commission Schedule upon written notice from the Company to the Agent. However, any such change shall only apply with respect to applications dated after such notice.

#### 4. GENERAL PROVISIONS

The Agent agrees to comply with all applicable insurance laws and regulations and with all the written and printed rules, regulations and instructions of the Company now in force and such as may be hereafter adopted.

A. It is understood and agreed that the Agent shall be considered an independent contractor. As such, the Agent shall be free to exercise judgement as to the persons from whom applications for insurance policies and annuity contracts will be solicited and as to the supervision and direction of appointed or assigned Agents. No other provision of this Agreement nor any rule or

- regulation of the Company shall be construed to abridge this freedom or create the relationship of employer and employee between the Company and the Agent.
- B. The Agent shall maintain accurate records of his transactions on behalf of the Company in a form satisfactory to the Company. Such books and records shall be open for examination by authorized representatives of the Company and shall remain in the property of the Company. The Agent shall return all undelivered policies to the Company for cancellation in accordance with its instructions.
- C. The Agent has no authority to receive any money on behalf of the Company except initial premiums and then only in strict compliance with the terms by the Company and within the rules of the Company. Money collected or received by the Agent for the Company shall be immediately paid over to the Company.
- D. Without liability to the Agent, the Company shall have the right to make changes in its method of conducting business, to make other appointments in the area as from time to time may seem to the Company to be desirable, and to discontinue writing all or any part of its business in any jurisdiction.
- E. The Company shall have a prior lien on any and all sums of money due or to become due to the Agent under this or any prior Agreement with the Company for any indebtedness, obligation or liability of the Agent to the Company; and the Company may at any time offset against such sums of money the amount of any such indebtedness, obligation or liability.
  - It is understood that any "advance" or "commission advance" made by the Company to the Agent or agents from whom the Agent receives an override shall be a loan which shall create an indebtedness of the Agent to the Company repayable upon demand. The Company can require an immediate repayment of such an indebtedness regardless of whether or not future compensation payable to the Agent appears to be adequate to offset such indebtedness.
  - In the event the Company is required to pursue collection procedures in order to collect any indebtedness, the Agent agrees to be liable for any and all Company expense so incurred.
- F. No assignment of compensation accrued or to accrue under this Agreement shall be valid as against the Company unless authorized in writing by the Company.
- G. The Agent and his Agents shall have no authority to make, alter or modify any policy or receipt, nor to waive a forfeiture or any provision or condition of any policy issued by the Company, nor to incur any liability on behalf of or against the Company, except as expressly provided herein or otherwise authorized in writing by the Company.
- H. The Agent is not authorized and agrees not to publish, issue or circulate any advertising material, circular or pamphlet relating to the Company or its products unless the same shall have been approved in writing by an officer of the Company.
- I. The failure of the Company to exact strict compliance with the terms of this Agreement or the failure to declare any default when the same shall become known to it, shall not operate as a waiver of such terms nor release the Agent from the obligation to perform this Agreement strictly in accordance with its terms.

- J. The Agent authorizes the Company to furnish information, upon inquiry from any person, regarding the Agent's record with the Company, his personal character, habits, ability, or cause of leaving the service of the Company. No liability shall be incurred by the Company for release of such information.
- K. It is agreed that this contract shall be interpreted and governed by the laws of the state of Texas, the state in which it is executed. It is further agreed that in the event of any litigation between Agent and Company arising out of the terms of this contract, venue shall be in the appropriate court in the State Court of Harris County, Texas, which is the domicile of the Company.

#### 5. TERMINATION

- A. The Agent's withholding or converting to his own use funds or property of the Company, an applicant or insured, or his violation of any governmental law or regulation relating to insurance, shall constitute an automatic breach of this Agreement which shall forthwith terminate, and all rights of the Agent to compensation hereunder or otherwise payable on termination of this Agreement shall be forfeited.
- B. This Agreement shall automatically terminate upon the death of the Agent if the Agent be an individual, the dissolution of the partnership if the Agent be a partnership or the dissolution of a corporation, if the Agent be a corporation.
- C. The Agent agrees that he will not, following the date of the voluntary or involuntary termination of this Agreement, either directly or indirectly, by and for himself, or as the agent of another, or through others as his Agent: (1) Divulge the names of the Company's policyholders and accounts to any other person, firm or corporation or (2) In any way seek to induce, bring about, promote, facilitate or encourage the discontinuance of, or in any way solicit for and in behalf of himself or others, or in any way quote rates, accept, receive, write, bind, broker or transfer any renewal or replacement of any of the insurance business, policies, risks or accounts, written, issued, covered, obtained whether through the efforts of the Agent or not or carried by the Company in any areas assigned to the Agent under this or any other previous Agreements, if any, with the Company.
- D. Termination of this Agreement shall automatically terminate any previous agreement between the Company and the Agent. If requested, the Agent shall return to the Company at his own expense all rate books and other supplies furnished the Agent which shall be the property of the Company.
- E. This Agreement, unless otherwise terminated as provided above, may be terminated either by the Company or the Agent by giving the other party thirty days notice in writing at the last known address of such other party.

#### 6. COMMISSIONS AFTER TERMINATION

Agent (Officer or Principal)

On business written by the Agent and his or her Agents under this Agreement the commission will be as provided in the Commission Schedule.

On business written by the Agent and his or her Agents prior to the Date of this Agreement, the commission will be as provided under the terms of any previous Agreements, except as otherwise provided in the Commission Schedule.

The commission payable hereunder, after termination, shall be payable only so long as the total compensation payable hereunder shall exceed \$600.00 per calendar year.

In case of the Agent's death, vested commission payments (pursuant to this subsection A) will be made to the surviving spouse or to the estate of the Agent when there is no surviving spouse.

- B. No first year or renewal commission will be paid if termination of the Agent is pursuant to Section 5(A, C).
- C. After termination of this Agreement, if you fail to account for any funds belonging to any policy owner, insured or beneficiary, or cause through any action either directly or indirectly the lapse or cancellation of any policy, the right to receive commissions, if any, under this Agreement and any and all other agreements between you and the Company shall be forfeited and payment of any commissions shall immediately terminate without prior notice.

#### 7. PRIOR AGREEMENTS

This Agreement replaces all prior verbal or written agreements between the Company and the Agent and the provisions hereof between the Company and the Agent shall be applicable to all business written by the Agent and his Agents prior to the Date of this Agreement except that all first year and renewal commissions on in

	renewal or replacement of any of the insurance busin risks or accounts, written, issued, covered, obtait through the efforts of the Agent or not or carried by	ness, policies, ined whether		rior Agreement will be paid in s of that Agreement. All prionated.
	in any areas assigned to the Agent under this operious Agreements, if any, with the Company.	or any other	Executed by the Company and the	e Agent to be effective on the
D.	Termination of this Agreement shall automatically te		_	
	previous agreement between the Company and the requested, the Agent shall return to the Company expense all rate books and other supplies furnished which shall be the preparty of the Company.	y at his own	Date:	
E.	which shall be the property of the Company.  This Agreement, unless otherwise terminated as provemay be terminated either by the Company or the Agreement.	· ·	Agent (Print or Type)	
	the other party thirty days notice in writing at the address of such other party.	e last known	Agent (Signature)	
	COMMISSIONS AFTER TERMINATION Except for paragraph 5(A, C) hereof, if at the time this is terminated, the Agent shall receive vested comprespect to premiums paid to and accepted by the Control of the C	is Agreement mission with mpany on and	By:Officer of Central United Life Insurance Co	ompany
	after the effective date of such termination as follows	<mark>5.</mark>		
	<b>GUARANTEE TO</b>	BE EXECUTED IF	FAGENT IS A CORPORATION	
pe		, conditions, obligation ander its Agent Agree		
no	tice of any breach in the performance thereof on the pa	art of said Agent.		
Wi	itness	Agent (Officer or Prin	cipal)	Date:

Date:

Witness

# ASSIGNMENT OF COMMISSION

For value received, I	do hereby assign, transfer and set over unto:
Name	
Address	
Tax ID#	
commissions due or	s or assigns of said assignee, all of my right, title and interest in and to all which shall hereafter become due me under agency contracts or agreements gned and Central United Life Insurance Company dated as follows:
the commissions ass	Central United Life Insurance Company shall have the right to deduct from igned any amounts now or hereafter owing to it and this assignment shall not ht Central United Life Insurance Company may have to change or terminate agreement.
Executed at	<u>This</u>
Day of	<u> </u>
	Signature:
	Printed Name
	Tax ID #:
	Assignment Consented To and Copy Filed Central United Life Insurance Company
Date	By:
	Title:



# DIRECT DEPOSIT PROGRAM FOR CENTRAL UNITED AND INVESTORS CONSOLIDATED HEALTH COMMISSIONS

#### 10700 Northwest Freeway, Third Floor Houston, TX 77092

Want a way to get your money faster and with less hassle? Then sign up for Direct Deposit program. IT'S SIMPLE TO DO!!!!

Procedure to start Direct Deposit program:

- 1. Regular checking account
  - a) Send us your VOIDED CHECK with social security number and agent number.
- 2. Savings account
  - a) Bank will have a form they will complete for you to send us (include your social security number and agent number).
- 3. Federal Credit Union
  - a) Credit union will have a form they will complete. You MUST note whether account is checking or savings (include your social security number and your agent number).

THAT'S IT!! THIS IS ALL WE NEED IN ORDER TO SET YOU UP ON DIRECT DEPOSIT (NO MORE WAITING FOR THE CHECK IN THE MAIL!).

If you have any questions on the above, please call Pam Contestabile at extension 6486 or Curtis Wallace at extension 5258 for assistance.

SEND ME MONEY FAST! - SET ME UP ON EFT!!!

Signature

Social Security number

Agent number	

Enclosed Voided check

### **Attention!**

We cannot process your contract if you forget to include a photo copy of your active license. Please do not cause an unnecessary delay.

# ATTACH A CHECK MADE PAYABLE TO: FOR YOUR CONTRACTING FEE:

Indicate in which states you wish to become appointed.

Resident	<u>State</u>	<u>Fee</u>	Non-Resident
	ARKANSAS	N/A	
	ALABAMA (Family Life Only)	\$30.00	
	ARIZONA	No Fee	
	ARKANSAS	\$17.00 Family Life \$20.00 Resident \$60.00 Non-Resident	
	CALIFORNIA	\$24.00	
	COLORADO	No Fee	
	CONNECTICUT	\$25.00	
	DISTRICT OF COLUMBIA	\$25.00	
	DELAWARE	\$25.00	
	FLORIDA (Family Life Only)	Non-Res. \$60.00 + COUNTY \$6.00	
	GEORGIA	\$18.45	
	HAWAII	No Fee	
	IDAHO	No Fee	
	IOWA	\$10.00	
	ILLINOIS	No Fee	
	INDIANA	No Fee	
	KANSAS	\$5.00	
	KENTUCKY	\$40.00 (odd years) \$50.00 (non-resident)	
	LOUISIANA	\$20.00	
	MAINE	\$30.00 Resident \$70.00 Non-Resident	
	MARYLAND	No Fee	
	MASSACHUSETTS	\$75.00	
□ 2-FEE 0709	MICHIGAN pag	\$ 5.00 le 4	

ST-APP-FEE 0709 page 4

Resident	<u>State</u>	<u>Fee</u>	Non-Resident
	MINNESOTA	\$10.00	
	MISSISSIPPI	\$25.00	
	MISSOURI	No Fee	
	MONTANA	No Fee	
	NEBRASKA	\$10.00	
	NEVADA	\$15.00	
	NEW HAMPSHIRE	\$25.00	
	NEW MEXICO	\$23.00	
	NEW JERSEY	\$25.00 electronic \$35.00 paper	
	NEW YORK (Manhattan Life Only)	No Fee	
	NORTH CAROLINA	\$20.00 per LOA per Comp. \$10.00 Med. Supp.	
	NORTH DAKOTA	\$10.00	
	OHIO	\$20.00	
	OKLAHOMA	\$55.00	
	OREGON	No Fee	
	PENNSYLVANIA	No Fee	
	SOUTH CAROLINA	\$50.00 \$40.00 Family Life	
	SOUTH DAKOTA	\$10.00 Resident \$20.00 Non-Resident	
	TENNESSEE	\$15.00	
	TEXAS	\$10.00	
	UTAH	No Fee	
	VIRGINIA	\$12.00 \$50.00 per day late fee	
	WASHINGTON	\$20.00	
	WEST VIRGINIA	\$25.00	
	WISCONSIN	\$7.00 Resident \$24.00 Non-Resident	
	WYOMING	\$15.00	

# Form **W-9** (Rev. January 2002)

Department of the Treasury Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

	Name	•					
	5	name, if different from above					
Print or type	Check at Address  City, state	opropriate box: Individual/ Sole proprietor Corporation Partnership Other	<b>&gt;</b>		Exemp	t from b Iding	oackup
Print o	Address	(number, street, and apt. or suite no.)	Requester	's name and addre	ss (option	ıal)	
_;	City, stat	e, and ZIP code					
Ć	List acco	ount number(s) here (optional)					
P	art I T	axpayer Identification Number (TIN)					
Ho pa	Enter your TIN in the appropriate box. 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 2. 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 2.						
No	•	count is in more than one name, see the chart on page 2 for guidelines on whos	e number	Employer ident	fication n	umber	
P	art II 🔽	Certification Ce					
Un	der penalties	of perjury, I certify that:					
		shown on this form is my correct taxpayer identification number (or I am waiting	ŭ		,-		
2.	Revenue Se	bject to backup withholding because: (a) I am exempt from backup withholding. ervice (IRS) that I am subject to backup withholding as a result of a failure to rep that I am no longer subject to backup withholding, and					

3. I am a U.S. person (including a U.S. resident alien).

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 2.)

Sign Sigr Here U.S.

Signature of U.S. person ►

#### **Date** ▶

#### Purpose of Form

A person who is required to file an information return with the IRS must get 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 give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- 1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
- **2.** Certify you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

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.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments after December 31, 2001 (29% after December 31, 2003). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will **not** be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

### Payments you receive will be subject to backup withholding if:

- **1.** You do not furnish your TIN to the requester, or
- 2. You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
- ${\bf 3}.$  The IRS tells the requester that you furnished an incorrect TIN, or
- **4.** The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

**5.** You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions on page 2 and the separate Instructions for the Requester of Form W-9.

#### **Penalties**

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Form W-9 (Rev. 1-2002) Page **2** 

#### **Specific Instructions**

Name. If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

**Sole proprietor.** Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Exempt from backup withholding.** If you are exempt, enter your name as described above, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the Instructions for the Requester of Form W-9.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**Note:** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

## Part I—Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box.

If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are an LLC that is disregarded as an entity separate from its owner (see Limited liability company (LLC) above), and are owned by an individual, enter your SSN (or "pre-LLC" EIN, if desired). If the owner of a disregarded LLC is a corporation, partnership, etc., enter the owner's EIN. Note: See the chart on this page for further clarification of name and TIN combinations. How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an

SSN, get Form SS-5, Application for a Social

Security Card, from your local Social Security

Administration office. Get Form W-7,

Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at www.irs.gov.

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Writing "Applied For" means that you have already applied for a TIN **or** that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

#### Part II—Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt from backup withholding* above.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- **3. Real estate transactions.** You must sign the certification. You may cross out item **2** of the certification.
- 4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

#### **Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

# What Name and Number To Give the Requester

For this type of account: Give name and SSN of:

this type of account.	Give name and SSN of:
Individual	The individual
Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
The usual     revocable savings     trust (grantor is     also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
Sole proprietorship	The owner <sup>3</sup>
this type of account:	Give name and EIN of:
Sole proprietorship	The owner <sup>3</sup>
A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
Corporate	The corporation
Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
Partnership	The partnership
Partnership A broker or registered nominee	The partnership The broker or nominee
	Two or more individuals (joint account)  Custodian account of a minor (Uniform Gift to Minors Act)  a. The usual revocable savings trust (grantor is also trustee)  b. So-called trust account that is not a legal or valid trust under state law  Sole proprietorship  this type of account:  Sole proprietorship  A valid trust, estate, or pension trust Corporate Association, club, religious, charitable, educational, or other tax-exempt

<sup>&</sup>lt;sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.



<sup>&</sup>lt;sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>&</sup>lt;sup>3</sup> You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

<sup>&</sup>lt;sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

#### Central United Life Insurance Company Persistency Sensitive Advance/Loan Agreement

This Advance/Loan Agreement (hereinafter, "Agreement"	), dated this _	day of	, 20	is entere	ed into by
and between:		"Agent") and			
Company ("Central United"). This Agreement will be effective on	the date show	n on page 2 of t	his Agreemen	t. This A	greement
sets forth the terms under which Central United will advance funds	to Agent agair	nst future comm	issions Agent	expects	to earn on
new policies Submitted after the effective date. This Agreement is	s supplemental	to and made a	part of other a	my other	contracts
and agreements entered into by and between Agent and Central Uni	ted Life.		-	•	

- 1. All sums advanced to Agent by Central United shall constitute a loan to Agent, which Agent agrees to repay to Central United in accordance with this Agreement. All sums advanced to Agent may be referred to herein as "Advanced Funds".
- 2. Agent agrees that all Advanced Funds shall be due and payable upon written demand or, if no demand is made, the Advanced Funds shall be repaid by applying future monthly commissions earned and due to Agent against Agent's outstanding principal and interest balance.
- 3. Interest will accrue on Advance Funds owed by Agent at a rate of one point three nine (1.39%) percent per month. Interest shall be added to Agent's outstanding monthly balance.
- 4. The unearned portion of any advance from a lapsed policy or from a policy with its premium more than 65 days past due will be deducted from Agent's next commission statement. Any termination or modification of all or part of a policy or its premium which results in Central United not receiving all of the policy premiums during the first year as originally issued may result in a reduction in future advance payments and charge backs to Agent's commission statement.
- 5. Advances will be based on annualized commissions earned by Agent on Submitted business based on the following type of business at a percentage to be communicated to agent and is subject to change:
  - Individual Coverage-Payroll & Bank Draft
  - Group Disability
  - Group Accident
  - Life
  - No advances on Group Plans other than Group DI & Group Accident
- 6. Advances will be made to the Agent on a weekly basis. If daily advances are preferred, they will be provided through automatic direct deposit into Agent's designated checking or savings account. Additional forms are required to arrange for direct deposit. Advances on life policies are generated after the application has been accepted, underwriting requirements have been completed, and the policy has been issued. The maximum advance amount on any one life policy is \$1,000. No advance will be paid on universal life excess premium.

Central United reserves the right to advance a specific dollar amount to Agent (a "Flat Advance") without the advance being based on unearned annualized premiums. In the event Central United agrees to make a Flat Advance to Agent. Agent agrees to pay the Flat Advance on written demand, or if no demand is made, the Flat Advance shall be repaid by applying future monthly commissions earned and due to Agent against Agent's outstanding principal and interest balance on the Flat Advance. The Flat Advance will accrue interest as set forth in paragraph 3, above.

#### 7. General

- A. No advance will be made on business written on Agent's life or on members of Agent's immediate family, policies for which only partial payment is made, or any replacement/conversion policies.
- B. The obligation of Central United to make advances pursuant to this Agreement may be terminated at any time. Agent shall not be entitled to any further advances if Agent's first year premium retention is lower than 70% or declines to a level lower than 70% during any 12 month period after the first year.
- C. If Agent's Contract and Agreements with Central United are terminated for any reason while this Agreement (which is an Amendment to Agent's Contract) is in effect or if Agent fails to comply with any of the conditions or requirements of this Agreement, this Agreement shall automatically terminate and all funds advanced shall immediately become due and payable to Central United. Agent shall automatically forfeit to Central United all of his or her rights to all present and future compensation from Central United until all advanced funds are repaid in full. In the event Central United is required to pursue collection of any unpaid advanced funds, Agent agrees he/she will be liable for any and all collection costs and expenses incurred, including attorneys' fees and court costs. This Agreement shall be construed under and in accordance with the laws of the State of Texas and if any litigation should ensue as a result of this agreement, venue will be in the appropriate court in Harris County. Texas.

- D. Agent hereby grants to Central United a security interest in and to any and all commission sums or accounts which are, or may become due or owing in the future, to secure any loan or advance made by Central United to Agent.
- E. Central United will establish the advance percentage, the advance limits, the applicable advance duration, and the applicable plans. Central United may change the advance percentage, advance limits, advance duration, and applicable plans at its discretion with notice to your Marketing Director for policies written after the date of the change.
- F. Agents with outstanding Advanced Funds cannot assign their commissions to another agent.
- G. Central United is a reporting member of Vector One. Upon your termination, should you have an unpaid commission debit balance, we will report such debit to Vector One. You may contact Vector One at 800-860-6546, if you feel a report was made in error.

AGENT Signed By:	Date:
Print Name:	<del></del>
Address:	
PERSONAL GUARANTY OF MANAGING	GENERAL AGENT
prompt payment of the funds advanced to the above become due. Guarantor has entered into this guaranty the event Agent defaults in the payment of Advance against the Guarantor to collect the amounts owed	(hereinafter, "Guarantor"), hereby unconditionally and irrevocably guarantees the enamed Agent, plus interest on the funds advanced, whenever the same shall in consideration for and to induce Central United to advance funds to Agent. In d Funds when due, Central United shall be entitled to proceed first and directly without proceeding against Agent and/or Central United may apply any earneding amount advanced to Agent until the outstanding balance is paid in full. In the test his/her guaranty is joint and several.
MANAGING GENERAL AGENT	
Signed By Guarantor:	Date:
Print Name:	
Address:	
PERSONAL GUARANTY OF MARKETING	G DIRECTOR (SECOND GUARANTOR)
same shall become due. Second Guarantor has entered funds to Agent. In the event Agent defaults in the patients and directly against the Second Guarantor to comay apply any earned commissions due to Guarantor.	(hereinaster, "Second Guarantor"), hereby unconditionally and irrevocably and to the above named Agent, plus interest on the funds advanced, whenever the control in this guaranty in consideration for and to induce Central United to advance ayment of Advanced Funds when due, Central United shall be entitled to proceed lect the amounts owed without proceeding against Agent and/or Central United against any outstanding amount advanced to Agent until the outstanding balance transaction acknowledges his/her guaranty is joint and several.
MARKETING DIRECTOR	
Signed By Second Guarantor:	Date:
Print Name:	<del></del>
Address:	
CENTRAL UNITED LIFE INSURANCE CO	OMPANY
The effective date of this Agreement is	20
Signed By: Officers of Central United Life Insu	Print Name:

# CENTRAL UNITED LIFE INSURANCE COMPANY INVESTORS CONSOLIDATED INSURANCE COMPANY FAMILY LIFE INSURANCE COMPANY

10700 Northwest Freeway, Houston, Texas 77092

#### **AGENT AGREEMENT**

THIS AGREEMENT, dated this	day of	, 20	i	is between:		
(hereinafter referred to as "Ager	it"), and Central Unite	ed Life Insuranc	e Com	npany, Inves	tors Consolidated Insurance Company	
and Family Life Insurance Company (hereinafter referred to as the "Company").						

#### 1. APPOINTMENT

The Company appoints the Agent in those territories in which both the Company and the Agent are licensed to do business, to solicit and procure applications in connection with the sale of insurance products offered by the Company subject to the terms, conditions, and limitations set forth in this Agreement.

#### 2. APPOINTMENT OF OTHER AGENTS

The Agent is authorized to refer other agents to the Company to solicit and procure insurance applications under the Agent's management and oversight (hereinafter referred to as "Other Agents"). The Other Agents must be properly licensed by the appropriate insurance regulatory authority. The Agent shall provide the referral of the Other Agents to the Company in writing by identifying the Other Agent and specifying that the Other Agent is going to solicit and procure the sale of Company insurance products under the Agent's management and oversight. The Agent shall also request the Company to code the Other Agent as being part of the Agent's hierarchy and shall obtain from the Other Agent the forms necessary to complete the contracting process.

Upon Agent's referral of an Other Agent to the Company, the Company shall determine, in its sole discretion, whether it wants to contract with the Other Agent. All contracts made with an Other Agent shall be made directly with the Company in writing on the Company's contract form which shall become effective when executed by the Company. The Company may refuse to contract with any proposed Other Agent and may terminate any contract with an Other Agent without notice to the Agent.

As used herein, the term "Agent" or "Other Agent" shall mean any person who procures, supervises, or otherwise participates in the procurement of applications for insurance products offered by the Company.

#### 3. COMPENSATION

The Company will pay the Agent first year and renewal compensation on original premiums paid on policies written and delivered by the Agent and accepted by the Company at the rates and for the periods and terms set forth in the attached Agent's Commission Schedule, subject to the conditions set forth herein. The Company will also pay the Agent first year and renewal compensation on original premiums paid on policies written and delivered by any appointed or assigned Other Agents as set forth in the attached Agent's Commission Schedule, less the commission earned by the Other Agent whose commission rate shall be on file with the Company.

- **A.** If insurance in the Company is issued (replacements, conversions and exchanges) which takes the place of insurance terminated or to be terminated in the Company after the new insurance is issued, the Company reserves the right to determine the rate of commission to be allowed, if any.
- **B.** If Agents Commission Schedule rates are not shown or special rate quotations are made, rates shall be such as may be fixed by the Company.
- **C.** If the Company shall return to a policyholder all or any portion of the premiums on a policy or contract, the Agent shall, upon demand, repay to the Company the correspondingly proportionate part of the commission received by him on account of such policy or contract.
- **D.** The Company reserves the right to change the provisions of the Commission Schedule with thirty (30) days written notice from the Company to the Agent or Other Agent. However, any such change shall only apply to applications submitted to and accepted by the Company after such notice.

#### 4. GENERAL PROVISIONS

The Agent agrees to comply with all applicable insurance laws and regulations and with all the written and printed rules, regulations, and instructions of the Company now in force and such as may be hereafter adopted.

- **A.** It is understood and agreed that the Agent shall be considered an independent contractor. As such, the Agent shall be free to exercise judgment as to the persons from whom applications for insurance policies and annuity contracts will be solicited and as to the supervision and direction of appointed or assigned Other Agents. No other provision of this Agreement or any rule or regulation of the Company shall be construed to abridge this freedom or create the relationship of employer and employee between the Company and the Agent.
- **B.** The Agent shall maintain accurate records of transactions made on behalf of the Company in a form satisfactory to the Company. Such books and records shall be open for examination by authorized representatives of the Company and shall remain in the property of the Company. The Agent shall return all undelivered policies to the Company for cancellation in accordance with its instructions.

- **C.** The Agent has no authority to receive any money on behalf of the Company except initial premiums and then only in strict compliance with the terms by the Company and within the rules of the Company. Money collected or received by the Agent for the Company shall be immediately paid over to the Company.
- **D.** Without liability to the Agent, the Company shall have the right to make changes in its method of conducting business; to make other appointments in the area as from time to time may seem to the Company to be desirable, and to discontinue writing all or any part of its business in any jurisdiction.
- **E.** The Company shall have a prior lien on any and all sums of money due or to become due to the Agent under this or any prior Agreement with the Company for any indebtedness, obligation or liability of the Agent to the Company; and the Company may at any time offset against such sums of money the amount of any such indebtedness, obligation or liability.

It is understood that any "advance" or "commission advance" made by the Company to the Agent or an Other Agent from whom the Agent receives an override shall be a loan which shall create an indebtedness of the Agent to the Company repayable upon demand. The Company can require an immediate repayment of such indebtedness regardless of whether or not future compensation payable to the Agent appears to be adequate to offset such indebtedness.

In the event the Company is required to pursue collection procedures in order to collect any indebtedness, the Agent agrees to be liable for any and all Company expense so incurred.

No assignment of compensation accrued or to accrue under this Agreement shall be valid as against the Company unless authorized in writing by the Company.

- F. The Agent and any appointed or assigned Other Agents under the Agent shall have no authority to make, alter or modify any policy or receipt, nor to waive a forfeiture or any provision or condition of any policy issued by the Company, nor to incur any liability on behalf of or against the Company, except as expressly provided herein or otherwise authorized in writing by the Company.
- **G.** The Agent is not authorized and agrees not to publish, issue or circulate any advertising material, circular or pamphlet relating to the Company or its products unless the same shall have been approved in writing by an officer of the Company.
- **H.** The failure of the Company to exact strict compliance with the terms of this Agreement or the failure to declare any default when the same shall become known to it, shall not operate as a waiver of such terms nor release the Agent from the obligation to perform this Agreement strictly in accordance with its terms.
- I. All accounts and policyholders are considered to be accounts of the Company and not the Agent.
- **J.** The Agent authorizes the Company to furnish information, upon inquiry from any person, regarding the Agent's record with the Company, personal character, habits, ability, or cause of leaving the service of the Company. No liability shall be incurred by the Company for release of such information.
- **K.** It is agreed that this contract shall be interpreted and governed by the laws of the state of Texas, the state in which it is executed. It is further agreed that in the event of any litigation between Agent and Company arising out of this Agreement, venue shall be had in the State Courts of Harris County, Texas.

#### 5. PROHIBITED ACTS

Agent shall not, during the term of this Agreement or any time after the termination of this Agreement, directly or indirectly:

- **A.** Divulge or disclose the names of the Company's policyholders and accounts to any other person, firm or corporation which is involved in the insurance business; or
- **B.** Seek to induce, promote or encourage any Company policyholders to relinquish or discontinue their Company policies. The items listed in A and B shall be referred to herein as the "Prohibited Acts".

In the event Agent engages in any of the Prohibited Acts, whether during the term of this Agreement or post-termination, Agent shall forever forfeit all rights to be paid any first year or renewal commissions and such commissions shall revert to the Company.

#### 6. TERMINATION

- **A.** The Company shall have the right to immediately terminate this Agreement if the Agent, either directly or indirectly, by himself or as the agent of another engages in any of the following:
  - Engages in any of the Prohibited Acts described in Section 5; or
  - 2. Wrongfully withholds any funds, policies, premium receipts or other property of the Company or an applicant for insurance; or
  - 3. Violates the insurance laws or regulations of any state in which the Agent solicits applications.
- **B.** This Agreement shall automatically terminate upon the death of the Agent if the Agent is an individual, the dissolution of the partnership if the Agent is a partnership, or the dissolution of a corporation, if the Agent is a corporation.
- **C.** Termination of this Agreement shall automatically terminate any previous agreement between the Company and the Agent. If requested, the Agent shall return to the Company at his own expense all rate books and other supplies furnished the Agent which shall remain the property of the Company.

**D.** This Agreement, unless otherwise terminated as provided above, may be terminated either by the Company or the Agent by giving the other party thirty days notice in writing at the last known address of such other party.

#### 7. COMMISSIONS AFTER TERMINATION

- **A.** If this Agreement is terminated under Section 5 or 6A, Agent shall forever forfeit all rights to be paid any first year or renewal commissions and such commissions shall revert to the Company. No additional first year or renewal commissions will be paid to Agent.
- **B.** Except as set forth in Sections 5 and 6A, if this Agreement is terminated, the Agent shall receive vested commissions with respect to premiums paid to and accepted by the Company on and after the effective date of such termination, as follows:
  - On business written by the Agent and his or her appointed or assigned Other Agents, the commission will be paid as provided in the Commission Schedule attached hereto.
  - On business written by the Agent and his or her appointed or assigned Other Agents prior to the date of this
    Agreement, the commission will be paid as provided under the terms of any previous Agreements, except as
    otherwise provided in the Commission Schedule.
  - After termination, the commission shall be payable only so long as the total compensation payable exceeds \$600.00 for the calendar year. If the total compensation payable hereunder is less than \$600 for the calendar year, the Agent shall forever forfeit all rights to be paid any additional compensation and such compensation shall revert to the Company.
  - In case of the Agent's death, vested commission payments (pursuant to this subsection B) will be made to the surviving spouse or to the estate of the Agent when there is no surviving spouse so long as the total compensation payable exceeds \$600.00 on a calendar year basis.

#### 8. PRIOR AGREEMENTS

This Agreement replaces all prior verbal or written agreements between the Company and the Agent and the provisions hereof between the Company and the Agent shall be applicable to all business written by the Agent and Other Agents assigned to Agent except that all first year and renewal commissions on business written under any prior Agreement will be paid in accordance with the provisions of that Agreement. All prior Agreements are otherwise terminated.

Executed by the Company and the	Agent to be effective on the date:	
Agent (Print or Type)	Agent (Signature)	Date
Sponsoring Agent Name	Signature	
By: Officer of Central United Life Insurar	nce Company/Investors Consolidated Insurance Company	y/Family Life Insurance Company
GUARANTEE TO BE EXECUTED II	FAGENT IS A CORPORATION	
FAMILY LIFE Insurance Company the liabilities and indebtedness of	ly, individually and jointly guarantee to CENTRAL ne full and faithful performance and discharge of a LIFE/INVESTORS CONSOLIDATED/FAMILY LIFE the part of said Agent.	Il duties, responsibilities, conditions, obligations, under its Agent
Witness	Agent (Officer or Principal)	Date:
Witness	Agent	

#### Family Life Insurance Company Persistency Sensitive Advance/Loan Agreement

This Advance/Loan Agreement (hereinafter, "Agreement"	), dated this _	day of _	, 20	is entered into by
and between:	(hereinafter,	"Agent") and	Family Life	Insurance Company
("Family Life"). This Agreement will be effective on the date show	wn on page 2 o	of this Agreeme	ent. This Agre	ement sets forth the
terms under which Family Life will advance funds to Agent again	nst future com	imissions Ager	it expects to e	arn on new policies
paid after the effective date. This Agreement is supplemental to	and made a p	oart of other at	ny other contra	acts and agreements
entered into by and between Agent and Family Life.				

- All sums advanced to Agent by Family Life shall constitute a loan to Agent, which Agent agrees to repay to Family Life in accordance with this Agreement. All sums advanced to Agent may be referred to herein as "Advanced Funds".
- Agent agrees that all Advanced Funds shall be due and payable upon written demand or, if no demand is made, the Advanced Funds shall be repaid by applying future monthly commissions earned and due to Agent against Agent's outstanding principal and interest balance.
- Interest will accrue on Advance Funds owed by Agent at a rate of one point three nine (1.39%) percent per month. Interest shall be added to Agent's outstanding monthly balance.
- The unearned portion of any advance from a lapsed policy or from a policy with its premium more than 65 days past due 4. will be deducted from Agent's next commission statement. Any termination or modification of all or part of a policy or its premium which results in Family Life not receiving all of the policy premiums during the first year as originally issued may result in a reduction in future advance payments and charge backs to Agent's commission statement.
- Advances will be based on annualized commissions earned by Agent on paid business based on the following type of 5. business at a percentage to be communicated to agent and is subject to change:
  - Individual Life and Riders
- Advances will be made to the Agent on a weekly basis. If daily advances are preferred, they will be provided through 6. automatic direct deposit into Agent's designated checking or savings account. Additional forms are required to arrange for direct deposit. Advances on life policies are generated after the application has been accepted, underwriting requirements have been completed, and the policy has been issued. The maximum advance amount on any one life policy is \$1,000. No advance will be paid on universal life excess premium.

Family Life reserves the right to advance a specific dollar amount to Agent (a "Flat Advance") without the advance being based on unearned annualized premiums. In the event Family Life agrees to make a Flat Advance to Agent, Agent agrees to pay the Flat Advance on written demand, or if no demand is made, the Flat Advance shall be repaid by applying future monthly commissions earned and due to Agent against Agent's outstanding principal and interest balance on the Flat Advance. The Flat Advance will accrue interest as set forth in paragraph 3, above.

#### 7. General

- A. No advance will be made on business written on Agent's life or on members of Agent's immediate family, policies for which only partial payment is made, or any replacement/conversion policies.
- The obligation of Family Life to make advances pursuant to this Agreement may be terminated at any time. Agent shall not be entitled to any further advances if Agent's first year premium retention is lower than 70% or declines to a level lower than 70% during any 12 month period after the first year.
- If Agent's Contract and Agreements with Family Life are terminated for any reason while this Agreement (which is an Amendment to Agent's Contract) is in effect or if Agent fails to comply with any of the conditions or requirements of this Agreement, this Agreement shall automatically terminate and all funds advanced shall immediately become due and payable to Family Life. Agent shall automatically forfeit to Family Life all of his or her rights to all present and future compensation from Family Life until all advanced funds are repaid in full. In the event Family Life is required to pursue collection of any unpaid advanced funds. Agent agrees he/she will be liable for any and all collection costs and expenses incurred, including attorneys' fees and court costs. This Agreement shall be construed under and in accordance with the laws of the State of Texas and if any litigation should ensue as a result of this agreement, venue will be in the appropriate court in Harris County, Texas.
- Agent hereby grants to Family Life a security interest in and to any and all commission sums or accounts which are, or may become due or owing in the future, to secure any loan or advance made by Family Life to Agent.

- E. Family Life will establish the advance percentage, the advance limits, the applicable advance duration, and the applicable plans. Family Life may change the advance percentage, advance limits, advance duration, and applicable plans at its discretion with notice to your Marketing Director for policies written after the date of the change.
- F. Agents with outstanding Advanced Funds cannot assign their commissions to another agent.

ACENT

G. Family Life is a reporting member of Vector One. Upon your termination, should you have an unpaid commission debit balance, we will report such debit to Vector One. You may contact Vector One at 800-860-6546, if you feel a report was made in error.

Signed By:	Date:
Print Name:	
Address:	
PERSONAL GUARANTY OF MANAGING GENERA	AL AGENT
become due. Guarantor has entered into this guaranty in conside event Agent defaults in the payment of Advanced Funds when du Guarantor to collect the amounts owed without proceeding agains	"Guarantor"), hereby unconditionally and irrevocably guarantees the gent, plus interest on the funds advanced, whenever the same shal ration for and to induce Family Life to advance funds to Agent. In the se, Family Life shall be entitled to proceed first and directly against the st Agent and/or Family Life may apply any earned commissions due to ntil the outstanding balance is paid in full. In the event there are two several.
MANAGING GENERAL AGENT	
Signed By Guarantor:	Date:
Print Name:	
Address:	<del> </del>
PERSONAL GUARANTY OF MARKETING DIRECT	TOR (SECOND GUARANTOR)
same shall become due. Second Guarantor has entered into thi funds to Agent. In the event Agent defaults in the payment of A and directly against the Second Guarantor to collect the amounts	fter, "Second Guarantor"), hereby unconditionally and irrevocable ove named Agent, plus interest on the funds advanced, whenever the signaranty in consideration for and to induce Family Life to advance dvanced Funds when due, Family Life shall be entitled to proceed first owed without proceeding against Agent and/or Family Life may applying amount advanced to Agent until the outstanding balance is paid in the set of the standard parameters.
MARKETING DIRECTOR	
Signed By Second Guarantor:	Date:
Print Name:	
Address:	
FAMILY LIFE INSURANCE COMPANY	
The effective date of this Agreement is 20	_•
Signed By: Officers of Family Life Insurance Company	Print Name: