

BROKERS NATIONAL LIFE ASSURANCE COMPANY

PERSONAL PRODUCING GENERAL AGENT

Brokers National Writing Code #

Brokers National Life Assurance Company ("Company") and _____ Personal Producing General Agent ("PPGA") hereby agree as follows:

1. STATUS

It is understood and agreed that there is no employer-employee relationship between the Company and the PPGA, and nothing contained herein shall be construed to create such relationship.

The PPGA is not authorized to alter or amend any of the provisions of the Company's contracts, or to waive forfeitures or bind the Company in any way not authorized in writing by the Company. The PPGA is not authorized to pay any premium or other payments on behalf of an applicant, policyholder, or beneficiary. All monies received or collected by the PPGA for the Company shall be made payable to the Company. The PPGA is not authorized to endorse or cash checks, drafts, money orders or financial instruments made payable to the Company.

PPGA shall not have the exclusive right to solicit and sell policies unless so designated in writing by the Company. The PPGA agrees not to use or cause to be used any letters, advertising materials, or any other printed matter or promotion of any kind unless first approved in writing by the Company.

The PPGA agrees to secure and maintain such insurance agent's licenses as may be required by law. It is the PPGA's responsibility to be properly licensed to do business under this Contract. All agent license fees/appointment fees or any other license fees or any municipal, county, or occupational taxes, whether billed to the Company or to the agent shall be the responsibility of the agent except where state law shall dictate that agent license fees shall be paid by the Company. Renewal appointment fees may be offset against the agent's commissions or billed directly.

The PPGA agrees that the policy and certificate holders solicited pursuant to this contract shall be considered to be customers of the Company as well as PPGA.

2. COMMISSIONS

The Company will pay the PPGA commission on premiums paid in full and actually received by the Company (in cash) on Life Insurance, Annuity, Health and Group policies issued pursuant to applications received from the PPGA under this Contract. Commission adjustments for any reason will be as determined by the Company.

Commissions will be paid as set forth in the Schedule of Commissions attached hereto. The Schedule of Commissions is subject to change without notice, but no change shall be made on any policy issued prior to the date of change or on any policies issued as the result of applications received by the Company prior to the effective date of change. The Company's decision is final and binding. For Group Insurance Products, subsequent commissions may be discontinued or modified in the event that PPGA is not recognized by the policyholder as Agent of Record.

3. COMMISSION REGULATIONS

- (a) When a policy is changed, the commission, and any other compensation, shall be determined by the Company.
- (b) When an agent's management structure changes, it is the responsibility of the agent to notify the Company of those changes. Any changes in commission will be effective as of the date of the change or the date the Company receives notification of the change, whichever is later.
- (c) If the Company returns all or a portion of a premium paid on a policy written by the PPGA, the PPGA shall refund to the Company on demand the amount of commissions and any other compensation received on the premiums so returned.
- (d) If an individual policy has been surrendered, lapsed, or reduced within six months prior to the date of an application for new insurance or

if an application for new insurance is made which appears at the time to subsequently have replaced within one year an existing policy, or part thereof, the commission and any other compensation on the new policy shall be determined by the Company. The PPGA shall be bound to pay the Company on demand any excess commission and any other compensation which he/she may receive on the new policy.

4. OFFSETS TO COMMISSION

The Company may offset against any compensation under this Contract any debt, obligation or liability to the Company by the PPGA. The ledger accounts of the Company shall be competent and conclusive evidence of the state of the account between the parties.

5. COLLECTIONS AND REMITTANCES

The PPGA shall immediately remit directly to the Company all moneys received or collected on behalf of the Company.

6. ASSIGNMENT

No rights or interests of the PPGA in or under this Contract shall be sold or assigned, or subject to sale or assignment, without the written consent of the Company. The Company does not assume any responsibility for or guarantee the validity or sufficiency of any assignment.

7. MEDICAL EXAMINATION AND FEES

All required medical examinations shall be made by a duly appointed medical examiner of the Company, and the Company shall pay only such medical fees as authorized.

8. TERMINATION

This Contract may be terminated without cause by the Company or the PPGA upon thirty days written notice to the other party. The Contract may be terminated with cause by the Company upon five days notice to the PPGA. Time shall be measured from the date the notice is deposited in the mail addressed to the last known address of the recipient.

The Contract shall also be terminated if the PPGA violates any applicable governing laws or rules set by the insurance authority in the state in which PPGA sells. In addition, the following will also cause the Contract to be terminated:

- (a) PPGA's failure to be licensed to sell insurance; or
- (b) death or total disability of the PPGA, if the PPGA is an individual; or
- (c) when, during the term of this Contract or after its termination, the PPGA should induce any of the Company's individual policy or certificate holders to discontinue their policies, or should the PPGA refuse in any way to reasonably cooperate with the Company in its retention of any of its policies; or
- (d) for Group Insurance Products, this Contract will be terminated if the PPGA is not continuously and actively engaged as a PPGA in the insurance business; is not recognized by the policyholder as the Agent of Record; or does not service the policy or policies in a manner satisfactory to the Company.
- (e) the Company may elect to terminate this Contract without cause if the PPGA does not submit applications for new policies within a period of six months.
- (f) if the PPGA has committed fraud, misappropriated or withheld funds, violated any criminal or insurance laws, interfered with the Company's business, or the PPGA's conduct in any way prejudices the interests of the Company, the PPGA shall not be entitled to any such commissions.

9. VESTING

This Contract is fully vested from the first dollar of premium received by the Company for policies approved and issued by the Company.

In the event of termination of this Contract, commissions shall be allowed as provided in the Schedule of Commissions, subject to the following stipulations:

- (a) The PPGA shall not be entitled to any such commission if termination of the Contract is due to reasons as provided under paragraph 8 (c), (d), (e), (f); or
- (b) In event of death of the PPGA, if the PPGA is an individual, the Company will continue to pay to the PPGA's estate, or designated beneficiary, any first year and renewal commissions due under this Contract.

In the event of termination of this Contract, except for reasons specified above, the Company will continue to pay any first year and renewal commission due.

10. SEVERABILITY

Any provision of this contract which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision contained herein, and such other provisions shall remain in full force and effect.

11. CHANGING THE CONTRACT

No change in this Contract shall be valid unless made by written amendment signed by an officer of the Company. Any change so made shall bind both the PPGA and the Company. PPGA expressly acknowledges that this Contract contains the entire agreement between PPGA and the Company and that there are no other agreements regarding commissions, other forms of remuneration or expense reimbursement, marketing territory or any other obligations other than as set forth in this Contract or written amendment hereto.

12. EFFECTIVE DATE

This Contract is effective as of _____, 20____.

PERSONAL PRODUCING GENERAL AGENT

BROKERS NATIONAL LIFE ASSURANCE COMPANY

X _____

By: _____

Name Printed

Kenny Tobey, President

Title

Date: _____, 20____

Date: _____, 20____

Address:

Street or PO Box

City State
Zip

FEDERAL ID OR SS NUMBER

Note: Please use Federal ID if contract is in a company name; use SS# if in individuals name.