



United Home Life Insurance Company

Indianapolis, Indiana

GENERAL AGENT'S CONTRACT

This agreement, executed in duplicate originals, _____, _____, _____, by and between UNITED HOME LIFE INSURANCE COMPANY, a Corporation of the State of Indiana, whose Home Office is situated in Indianapolis, Indiana, hereinafter called the "COMPANY," and _____

FULL NAME

of _____

ADDRESS

County of _____, State of _____

hereinafter called the "GENERAL AGENT."

Witnesseth that these two (2) parties agree to transact business upon the following terms and conditions:

RELATIONSHIP

1. The relationship between the COMPANY and the GENERAL AGENT shall be that of independent contractor and contractee, and not that of employer and employee.

AUTHORITY TO SOLICIT

2. (a) The GENERAL AGENT is hereby authorized to solicit applications for insurance and annuities for the COMPANY; to collect the first premium in cash in accordance with the COMPANY's procedures on each policy of insurance or annuity applied for and immediately pay the same over to the COMPANY; to deliver policies of insurance and annuities as directed by the COMPANY, if the proposed insured is in good health and acceptable and insurable, and the first premium has been paid; and to perform any act or duty which is specifically granted in writing by an officer of the COMPANY authorized to do so.

(b) The GENERAL AGENT has no authority to either alter, modify, waive or change any of the terms, rates or conditions of the COMPANY's policies or contracts; to collect or receipt for premiums or renewals other than the first premium; to submit other than the full premium to the COMPANY; to execute any contract in the name of the COMPANY; to endorse checks payable to the COMPANY; to advertise or publish any matter or thing concerning the COMPANY or its policies without advance permission of the Company; or to perform any act other than that expressly authorized herein. The COMPANY has the right to review the records pertaining to the GENERAL AGENT'S activities under this contract.

AUTHORITY TO APPOINT SUB-AGENTS

3. The GENERAL AGENT has the authority to recruit and recommend to the Company, subject to its approval, SOLICITING AGENTS, hereinafter referred to as "Sub-Agents." All contracts with any recommended Sub-Agent shall be made directly with the COMPANY on the COMPANY's form, showing the GENERAL AGENT's signature of recommendation thereon. No agreement shall be effective and no Sub-Agent may represent the COMPANY until the proposed Sub-Agent is duly licensed

in the state in which soliciting and appointed to represent the COMPANY and the same has been executed by an officer of the COMPANY. The COMPANY reserves the right to refuse contract with any recommended Sub-Agent, or, once made, to thereafter terminate the same for any reason.

COMMISSIONS

4. (a) Subject to the provisions of this contract, in accordance with the rules and regulations of the COMPANY, and as hereinafter set out, the COMPANY will pay commissions to the GENERAL AGENT on premiums paid to the COMPANY in cash on account of individual policies issued during the term of this contract upon applications procured and submitted by the GENERAL AGENT or by his Sub-Agents.
- (b) The COMPANY will pay commissions to the GENERAL AGENT in accordance with the schedules attached to this contract as a part of this contract, for the policy years set forth on the schedules on policies therein designated, unless otherwise specified. The payment of commissions by the COMPANY to the GENERAL AGENT on the business of any Sub-Agent shall be an amount equal to the difference between the commission paid to the Sub-Agent and the percentage listed on the schedule of commissions attached to the GENERAL AGENTS contract.
- (c) Commissions shall not be paid on premiums on interim term policies, coupons, premiums waived on account of disability, premiums paid in advance, except as they are applied toward payment of the current premium, or premiums paid subsequent to the lapse of a policy unless the policy is reinstated solely through the efforts of the GENERAL AGENT or his Sub-Agent.
- (d) The COMPANY's sole discretion shall govern as to the amount of any commissions to be paid on premiums the COMPANY receives in sub-standard cases; on premiums for policies which must be reinsured; on first-year premiums for a policy applied for within one year either before or after a policy on the same insured lapses or is reduced; on first-year premiums for a new policy issued by reason of the conversion or a change of a policy; and on premiums for policies not included herein or which may hereafter be issued by the COMPANY.
- (e) Commissions on premiums paid for each additional benefit, such as premium waiver, accidental death, and payor benefits shall be at the same percent as is specified for commissions on premiums for the policy to which the additional benefit is attached and for the policy year thereof, except that the COMPANY'S sole discretion shall govern as to commissions on the first-year premiums for benefits added to an existing policy.
- (f) All commissions payable to the GENERAL AGENT shall be reduced, however, by the following:
 - (1) Commissions which the COMPANY pays directly to the assigned Brokers or Sub-Agents under the supervision of the GENERAL AGENT and approved by the COMPANY or to their executors, administrators, surviving spouses or estates.
 - (2) All of the service fees for the sixth and subsequent policy years on any policy when the application was procured by a Sub-Agent of the GENERAL AGENT when none of the service fees are payable to the Sub-Agent, his executor, administrator, surviving spouse or estate.

VESTED COMMISSIONS

5. (a) In the event this contract is terminated by either party for whatever reason, the GENERAL AGENT shall continue to receive the commissions payable herein from premiums on policies through the tenth(10th) policy year. The renewal commissions after the tenth(10th) policy year shall be non-vested service fee and the COMPANY shall have the sole discretion to determine whether adequate servicing is being performed by the GENERAL AGENT, and the COMPANY shall have the right to reassign policyholders for the purpose of servicing.
- (b) In the event this contract is terminated by the death of the GENERAL AGENT, the surviving spouse, or if no surviving spouse, the executor or administrator shall continue to receive the vested commissions payable herein.
- (c) In the event it becomes necessary in the opinion of the COMPANY to terminate this contract because of the physical or mental disability of the GENERAL AGENT, vested commissions provided herein shall continue to be paid during the period of such total disability.

- (d) When the GENERAL AGENT attains age 65, provided this contract has been in force for a period over (10) years, the commissions provided herein shall continue to be paid to the GENERAL AGENT during his lifetime.
- (e) In the event this contract is terminated for any reason, the COMPANY is released and discharged from any obligation to pay renewal commissions which total less than \$500.00 annualized.

FORFEITURE

- 6. Should the GENERAL AGENT at any time endeavor to induce representatives of the COMPANY to discontinue their contract with the COMPANY; its policyholders to surrender or replace their policies; withhold any property belonging to the COMPANY after demand for its relinquishment has been made by the COMPANY; willfully misappropriate funds belonging to the COMPANY; commit any other fraud against the COMPANY or its policyholders; or have license to act as an insurance agent or Broker revoked for cause after an opportunity for a hearing by the Insurance Department of any state, then the GENERAL AGENT shall forfeit any and all commission interest acquired under this or any other contract with the COMPANY.

LIABILITY ON SUB-AGENTS ACCOUNTS

- 7. The GENERAL AGENT shall be jointly and severally liable with each of his Sub-Agents to the COMPANY for all monies advanced or loaned by the COMPANY to said Sub-Agents at the request of said GENERAL AGENT, and all liabilities existing under the Sub-Agent's contract, and the COMPANY's books and records shall be exclusive evidence of such accounts and liabilities. In order to secure the payment of all such monies and liabilities to the COMPANY which may become due hereafter, the GENERAL AGENT now hereby assigns to the COMPANY as collateral all amounts due and to become due the GENERAL AGENT as overwrite on business from each of GENERAL AGENT'S Sub-Agents together with all notes of such Sub-Agents which now exist or may hereafter exist payable to the GENERAL AGENT.

INDEBTEDNESS

- 8. Any sum that may be advanced or loaned to the GENERAL AGENT by reason of the provisions hereon, or otherwise, shall be and become a debt of the GENERAL AGENT to the COMPANY, due and payable immediately on demand, or any other indebtedness of the GENERAL AGENT. The COMPANY may offset against any amounts payable hereunder, any debt or debts now due or that may become due at any time from the GENERAL AGENT to the COMPANY, whether arising hereunder or otherwise, and such debt or debts shall be a first lien thereon. No extension of time for the payment of any such indebtedness nor modification of the amount of same which may be granted by the COMPANY shall waive the COMPANY's rights hereunder.

REFUNDS

- 9. Should the COMPANY for any reason refund any premium on any policy secured hereunder, then the GENERAL AGENT shall repay, on demand, any commission received on that premium.

ACCOUNTING

- 10. The COMPANY shall furnish the GENERAL AGENT with monthly accounts in writing showing commission payments made to the GENERAL AGENT and to the assigned Sub-Agents within such accounting period.

UNISSUED AND UNPAID POLICIES

- 11. If a policy is issued on a standard basis in accordance with the terms of the application received from the GENERAL AGENT or any of his Sub-Agents, and if the policy for any reason is not accepted by the applicant and the first premium thereon is not paid in cash by the applicant, the GENERAL AGENT shall agree to pay the COMPANY for any medical or inspection, or other expense in connection with the issue of the policy.

ASSIGNMENT

- 12. No assignment of any commission or any other amounts, or any portion thereof, due or to become due to the GENERAL AGENT hereunder shall be valid unless authorized in advance in writing by an officer of the COMPANY, and any assignment so authorized shall be subject to any and all indebtedness of the GENERAL AGENT to the COMPANY then or thereafter existing.

