



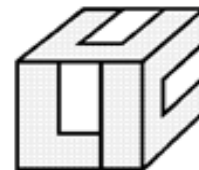
Please submit your contracting paperwork to:

**Emrick Insurance Marketing Group**

Email: [licensing@emrickgroup.com](mailto:licensing@emrickgroup.com)

Fax: 217-833-2046 or

Mail: Emrick Insurance Marketing Group  
PO Box 506  
Griggsville, IL 62340



www.unifiedlife.com

# Independent Producer Contract Appointment Application and Agreement

Recruiter may mail, e-mail or fax completed forms to:

P.O. Box 25326, Overland Park, KS 66225-5326 Fax: 913-402-6942

Email: [contracting@unifiedlifemarketing.com](mailto:contracting@unifiedlifemarketing.com)

Contact us:

Email: [contracting@unifiedlifemarketing.com](mailto:contracting@unifiedlifemarketing.com)

**Unified Life Insurance Company**

7201 W 129th St. Ste 300, Overland Park, KS 66213

## 1. AGENT INFORMATION (NOTE: \* = Required field)

To help the United States government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information identifying each person who opens an account. What this means for you: we will ask for your name, date of birth, Social Security Number/ Tax Identification Number and physical address that will allow us to identify you. We may also ask to see your driver's license or another form of photo identification.

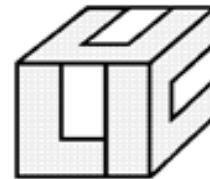
* Last Name	* First Name	Middle Init.
Company Name (if applying as an Agency)		* Gender Male      Female
* Social Security Number <u>or</u> Tax ID Number (if applying as an Agency)		* Date of Birth /      /
* Home Address (Physical Address required / P.O. Boxes not accepted)		
* City	* State	* Zip Code
* Business Address		
Residence Phone	* Business Phone	* Fax
* E-mail Address	*National Producer Number (Provide agency NPN# if applying as an Agency):	

## 2. AGENT INFORMATION (NOTE: \* = Required field) (continued)

### Contact information

For contracting questions, please contact:

Name	Phone #
Email Address	



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# Independent Producer Contract Appointment Application and Agreement

## 3. QUESTIONNAIRE

Respond to all questions for you personally and on behalf of any organization over which you have exercised or currently exercise control.

If you answer “yes” to any questions (b) through (i), then you must attach an explanation and related documents (e.g. orders, settlement agreements, sec. 1033 waiver, etc.).

- a. Have you ever applied for a contract with Unified Life Insurance Company . . . . .  Yes  No
- b. Have you ever had your insurance license, securities license, or other fiduciary license suspended or revoked, or have you ever had an application for an insurance license denied by an insurance department? (other than for renewal fee requirements) . . . . .  Yes  No
- c. Have you or any business in which you are or were an agent, owner, partner, officer, or director had a complaint filed, a regulatory inquiry/investigation, administrative proceeding, an arbitration, or been fined or sued by an insurance department, NASD/FINRA, state securities office, attorney general or any other regulatory agency? . . . . .  Yes  No
- d. Has any lawsuit or claim ever been made against you, your surety company, or errors and omissions insurer arising out of your sales or practices, or, have you been refused surety bonding or E&O coverage? . . . . .  Yes  No
- e. Are you presently a Plaintiff or Defendant in any litigation or are there unsatisfied judgments or liens (including state or federal tax liens) against you? . . . . .  Yes  No
- f. Are you currently charged with or have you ever been convicted of, pled no contest (nolo contendere) to, received a suspended sentence or been put on probation for any crime, including any driving offenses other than a speeding ticket? . . . . .  Yes  No

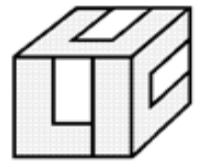
An affirmative answer to the above question does not necessarily mean a denial of your request for appointment with Unified Life Insurance Company.

*\*If you were convicted of any felony involving dishonesty or a breach of trust, then you must provide us with proof of written consent from the State Insurance Commissioner to work in the insurance business. (See 18 U.S. Code Sec. 1033).*

If you answer yes to the above question, you must attach the pertinent items listed below to this application. Failure to do so may result in your request for appointment being denied.

- a) A written statement explaining the circumstances of each incident,
- b) A certified copy of the charging document, and
- c) A certified copy of the official document which demonstrates the resolution of the charges or any final judgment.

# Independent Producer Contract Appointment Application and Agreement



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### 3. QUESTIONNAIRE (continued)

- g. Even if disputed by you, do you have an outstanding negative balance with an insurance carrier or agency, or had any demand ever been made or judgment rendered against you for overdue monies by an insurer, insured or producer? .....  Yes  No
- h. Have you ever been discharged from any employment or had any business in which you are or were an owner, partner, officer or director ever had an insurance agency contract or any other business relationship with an insurance company terminated other than for lack of production? .....  Yes  No
- i. Have you or any business in which you were an agent, owner, partner, officer or director filed for bankruptcy in the last 7 years? .....  Yes  No

**Note: Any post initial application for contracting adverse actions that may be taken against you in regard to questions (b) through (i) must be reported to Unified Life Insurance Company's Legal Department within 5 days of such change.**

### 4. DECLARATION AND AUTHORIZATION

By my signature below, I acknowledge that I have read the attached copy of the Producer Contract and I understand this Application will form and become a part of my Contract. I agree to be bound by all of the terms and conditions of the attached Contract including any schedules, supplements, and amendments. I agree that, if appointed, any misrepresentation of facts herein provided will be grounds for termination of the Contract for cause at the sole discretion of Unified Life Insurance Company. I am not appointed to represent Unified Life Insurance Company until and unless this Application is accepted by the company. Upon acceptance of my application, the Contract shall consist of this Application, the Producer Contract attached hereto, and any changes thereto Unified Life Insurance Company make from time to time, or as Unified Life Insurance Company may notify me in writing. I represent and warrant that all information and answers to questions are true and complete. 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.

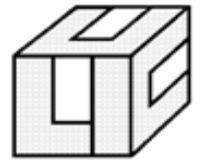
Independent Producer Signature	Date / /
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### 5. CONSUMER REPORT AUTHORIZATION

#### Authorization and Release for use of Consumer Reports

In making this application for a Producer Contract, I understand that a credit report and consumer investigation may be prepared. I understand that such reports may be prepared whereby information about me is obtained through personal interviews with neighbors, friends, or others with whom I am acquainted. These reports include information as to my character, reputation, personal characteristics, and mode of living. I understand that I have the right to make a written request within a reasonable period of time to receive additional detailed information about the nature and scope of any investigation performed in preparing such reports. I understand that the Company may disclose to upline agent(s) and/or recruiter(s) any reports referred to in this Authorization, including any information obtained in the future on my sales or other activities and including any information relating to any termination of my contract with the Company and I authorize the Company to disclose any such information. The Vector One network will be checked for any reported outstanding producer debt with

# Independent Producer Contract Appointment Application and Agreement



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## 5. CONSUMER REPORT AUTHORIZATION (continued)

previous employers. I hereby authorize the Company to procure a credit report and/or consumer investigative report, and release the Company from all liability in connection from procuring and using such reports. This authorization and release, in original or copy, shall be valid for this and any other reports or updates.

### For California, Minnesota, and Oklahoma Residents Only

Pursuant to the laws and regulations of the states of California, Minnesota, and Oklahoma, you are hereby notified that a consumer credit report will be obtained through:

Business Information Group	Vector One	NAIC
PO Box 541	PO Box 12368	2301 McGee Street, Suite 800
Southampton, PA 18966	Scottsdale, AZ 85267-2368	Kansas City, MO 64108-2662

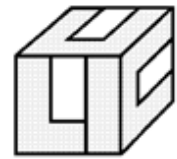
In connection with this application. The Vector Insurance Network will be checked for any reported outstanding debt with previous employers. Please indicate below whether or not you wish to receive at no charge to you a copy of these reports.

Yes  No

I also authorize the Company to share with the Company affiliates and/or subsidiaries with which I may contract now or in the future any credit reports and consumer investigation reports that may be obtained. I also authorize the Company to continually obtain credit reports and consumer investigation reports in the future without prior approval by me and without notice by the Company for as long as I may be contracted with, indebted to, or receiving commissions from the Company.

Signature of Producer		Date
		/ /
Social Security Number	Printed Name	

Emrick Insurance Agency, Inc



www.unifiedlife.com

# Commission Annualization Amendment

**Recruiter may mail, e-mail or fax completed form to:**

P.O. Box 25326 Overland Park, KS 66225-5326 Fax: 913-402-6942

Email: [contracting@unifiedlifemarketing.com](mailto:contracting@unifiedlifemarketing.com)

**Unified Life Insurance Company**

7201 W 129th St. Ste 300, Overland Park, KS 66213

**Contact us:**

Email: [contracting@unifiedlifemarketing.com](mailto:contracting@unifiedlifemarketing.com)

Appointing Marketing Organization Name:	Appointing Marketing Organization Code:
Producer Name (Producer):	Producer Code:
Effective Date of Commission Annualization:*	

**\*Note:** The effective date of the annualization must be prior to the application date for any policies pending issue. Commissions for policies already issued and paid will not be annualized.

This Commission Annualization Agreement executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, (The "Commission Annualization Agreement") between Unified Life Insurance Company (the "Company") and the Producer is attached to and becomes a part of the Independent Producer Contract (the "Producer Contract") between the Company and the Producer. Pursuant to the Producer Contract, the Company has appointed the Producer to solicit and procure applications for the Company's insurance contracts, both directly and/or through other Downline Producers appointed by the Producer on behalf of the Company, and the Company has agreed to pay Producer commissions on premiums pursuant to the terms of the Producer Contract. The Company and the Producer agree as follows:

**1. Advance Commission:**

With respect to policies for which premiums are paid, and subject to the terms and conditions of the Commission Annualization Agreement and the Company's sole discretion, the Company will advance first year commissions to the Producer based on the Schedule of Commissions attached to the Producer Contract as it may be amended or substituted from time to time. First year premium payments, including any premium dump-ins received during the first year, offset the initial policy advance prior to release of any additional commissions on the policy. Additional first year commissions after advance offset is paid to the Producer as earned.

**2. Repayment and Refund:**

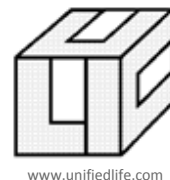
In the event any portion of an annual premium is not received by the Company, the Producer will immediately repay to the Company the amount of annualized commissions paid on the unpaid portion of such premium. The Producer shall promptly refund any commission advance by the Company for policies issued but not accepted by the applicant. The Producer agrees that if the Company for any reason refunds a premium or any other payment on which any Compensation has been paid to the Producer, then the Compensation previously paid on that premium shall become an indebtedness of the Producer and the Producer will immediately repay to Company the amount of such Compensation unless the Company, in its sole discretion, agrees in writing to a subsequent due date for payment.

**3. Chargeback:**

For the purpose of calculating the first-year commission obligations of the Company to the Producer under the Producer Contract, any amounts due to the Company under Paragraph (2) above because of a refund of premium shall be offset (charged back) against the Producer's commission account and shall be deemed as a negative commission reducing first-year commissions earned by the Producer in the contract year in which such offset and/or chargeback occurs.

**4. Rules and regulations:**

The Company may determine, at its sole discretion, rules and regulations governing amounts and time of payment of advances and circumstances under which advancing will occur. These rules and regulations may be changed at any time by the Company. The Company reserves the right to refuse to advance commissions to the Producer and further reserves the right to discontinue commission advances to any Producer at any time.



## Commission Annualization Amendment

### 5. Right of Set-off:

All compensation paid or payable under this Commission Annualization Agreement by the Company is subject to the Company's prior and absolute right to receive and apply such amounts on account of all indebtedness, obligations and liabilities the Producer may owe to the Company, whether arising out of this Agreement, or otherwise, and on account of costs, expenses, damages and other liabilities (including attorney fees) which the Company may incur or be liable for because of or in connection with any act or failure to act on the part of Producer, whether or not the Company incurs said costs voluntarily or pursuant to a settlement, award, or judgment of any type. This right of set-off shall include any compensation payable after termination of this Agreement.

### 6. Lien/Security Interest:

If, after payment of annualized commissions on an insurance contract, any portion of the first-year premiums shall fail to be paid to the Company when due, the Producer and the Appointing Marketing Organization shall be responsible for and shall repay to the Company an amount equal to all commissions paid on contracts where premiums remain unpaid. The amount to be repaid shall be part of the general indebtedness of Producer to the Company, and shall be immediately due and payable upon demand by the Company. Company shall have a first lien on and the Producer hereby assigns to Company all compensation, before and after termination of this Agreement, as security for payment of all indebtedness and all other amounts due or that become due to Company from the Producer, and the Producer agrees to pay interest on such indebtedness and other amounts as remain outstanding. The Company may from time to time change the rate of interest charged by publishing such change in any manner. The lien created hereby shall not be extinguished by termination of this Agreement. The Producer and Appointing Marketing Organization agree to pay all costs and expenses (including attorney's fees and costs) incurred by Company in collecting any debt the Producer and/or the Appointing Marketing Organization owes to Company. The Company may at any time without notice or demand to the Producer or Appointing Marketing Organization exercise any rights or remedies available to it to enforce payment or collection of indebtedness, including, but not limited to, charging to the Producer all attorney fees and other collection expenses as permitted by law. An indebtedness incurred by the Appointing Marketing Organization or the Producers shall, in the absence of any agreement in writing to the contrary, be loans payable upon demand. As security for such loans the Company shall have first lien upon any compensation payable to the Producer under this or any contract between the Producer and the Company and may at any time deduct from any such compensation any such indebtedness.

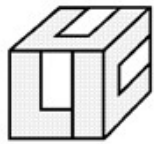
### 7. Termination of Amendment:

This amendment shall terminate upon the termination of the Independent Producer Contract or immediately upon written notice to the Producer, whichever shall first occur. However, any indebtedness of the Producer or the Appointing Marketing Organization to the Company resulting from payment of annualized commissions by Company shall accrue and be payable as though this amendment to the Independent Producer Contract had not terminated.

## APPROVED

Producer (Print Name)	Producer Signature	Date (mm/dd/yy) / /
Unified Life Insurance Company (Print Name)	Unified Life Insurance Company Signature	Date (mm/dd/yy) / /
Appointing Marketing Organization/Agency (Print Name)	Title	
Appointing Marketing Organization/Agency Signature	Date (mm/dd/yy) / /	

# Authorization For Direct Deposits (ACH) (For Agent/Agency Use)



www.unifiedlife.com

Recruiter may mail, e-mail or fax completed forms to:

P.O. Box 25326, Overland Park, KS 66225-5326 Fax: 913-402-6942

Email: [contracting@unifiedlifemarketing.com](mailto:contracting@unifiedlifemarketing.com)

**Contact us:**

Email: [contracting@unifiedlifemarketing.com](mailto:contracting@unifiedlifemarketing.com)

**Unified Life Insurance Company**

7201 W 129th St. Ste 300, Overland Park, KS 66213

Agent Name: \_\_\_\_\_ Agent Number: \_\_\_\_\_

Address / City / State / Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Social Security/Tax ID Number: \_\_\_\_\_

I hereby request that until I notify Unified Life Insurance Company otherwise, each commissions payment, commencing with the next payment due, shall be paid by Electronic Fund Transfer (EFT) to:

Name of Financial Institution: \_\_\_\_\_

Address / City / State / Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

For credit to my (please choose one)  Checking  Savings

ABA Routing Number: \_\_\_\_\_ Account Number: \_\_\_\_\_

**PLEASE ATTACH A "VOIDED" CHECK**

**Deposit slip is not acceptable.**

I authorize Unified Life Insurance Company to make deposits to the bank account noted above. I shall deem receipt by said Financial Institution of such credit entries as receipt by me. In the unlikely event of a deposit error, I authorize Unified Life Insurance Company to make adjustments to correct the error. This authority is to remain in full force and effect until Unified Life Insurance Company has received written notification from me of its termination in such time and in such manner as to afford Unified Life Insurance Company a reasonable opportunity to act.

Agent Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## GENERAL AGENT AGREEMENT

THIS GENERAL AGENT AGREEMENT (this "Agreement"), effective \_\_\_\_\_, is made by and between \_\_\_\_\_, a \_\_\_\_\_ company ("Agency"), and Unified Life Insurance Company, a Texas stock insurance company ("Company").

### WITNESSETH THAT:

WHEREAS, Company is an insurance company licensed or authorized to sell the lines or classes of business set forth in Exhibit A ("Products") in the jurisdictions set forth in Exhibit B (the "Service Area");

WHEREAS, Agency is licensed or authorized to sell the Products in the Service Area; and

WHEREAS, on the terms and subject to the conditions contained in this Agreement, Company desires to appoint Agency and Agency wishes to accept appointment as Company's agent with respect to the Products in the Service Area.

NOW, THEREFORE, upon and in consideration of the covenants and agreements set forth in this Agreement and other valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Company hereby appoints Agency during the term of this Agreement and Agency hereby accepts such appointment as Company's agent with respect to the Products in the Service Area. Agency shall also assume the responsibilities and perform the services set forth in Exhibit C (together with such other services as the parties may agree to in writing from time to time, the "Services") with respect to the Products in the Service Area.
2. Each party shall comply with all laws, regulations and rulings pertaining to it in all material respects in connection with the performance of its obligations hereunder and the operation of its business, including, without limitation, the maintenance of all licenses required by applicable state insurance laws and regulations. Stated more generally, each party shall comply with all applicable federal, state and local laws, including all state and federal regulations, throughout the duration of this Agreement. Company shall be responsible for collecting all required information for producer and sub-producer appointment by company, including with respect to Agency, and any producers or sub-producers recommended by Agency to Company. Company shall pay all fees for obtaining producers' appointments when and where required by applicable law as well as any license fees when and where required by applicable law.

With respect to Agency and each producer and sub-producer who is recommended to Company, Company shall: (a) with respect to Agency, upon receipt by Company of licensing, appointing or contracting materials required by Company, promptly review such materials, (b) with respect to producers and sub-producers recommended by Agency to Company, upon receipt by Company of licensing, appointing or contracting materials required by Company, promptly review such materials and render an appointment decision in writing to Agency and the applicable producer or sub-producer recommended by Agency, (c) ensure that appointments are promptly effected in accordance with applicable laws, and promptly notify Agency and, if applicable, the applicable

producer or sub-producer in writing when such appointment is effective, and (d) promptly notify Agency and, if applicable, the applicable producer or sub-producer if Company decides to terminate such appointment, including the effective date of such termination.

3. Agency shall maintain at its principal offices in the State of \_\_\_\_\_ books and records documenting transactions in connection with the provision of the Services for a period required by applicable law. Subject to Paragraph 12, such books and records shall be the property of Company and be open for audit or inspection by Company, the Company's independent accountants and auditors, any reinsurer of Company, or any other individual or entity authorized by law (including insurance regulatory authorities with jurisdiction over Company), on reasonable prior written notice; provided, that notwithstanding anything to the contrary herein, Agency shall be entitled to retain copies of any and all such books and records. Individuals and entities conducting any such audit or inspection may, at the cost of Company, copy such records while in the custody of Agency.

Any such audit or investigation shall be conducted in a manner that does not unreasonably interfere with the conduct of the business of Agency or its affiliates, and any information so reviewed shall be treated and held confidential and proprietary information on the same terms, and subject to the same conditions, as set forth in Paragraph 9. Notwithstanding the foregoing, in no event shall Agency or its affiliates be required to provide access to any such books and records to the extent that they contain information that is subject to an attorney-client or other legal privilege or constitutes attorney work product.

4. Agency shall submit for Company's prior written approval all advertising or other written materials not received from or prepared by Company which pertain to Company, the Products or the Services. Agency shall use no such materials unless the Company approves them in writing in advance. Approval or disapproval shall be communicated to Agency within thirty (30) days after receipt of a request for approval.
5. a. Agency shall, to the fullest extent permitted by applicable law, indemnify, defend and hold harmless Company, its affiliates and their respective officers, directors, employees and agents ("Company Indemnified Persons") from and against any and all Losses, as defined below, which a Company Indemnified Person may suffer, incur, or pay arising out of or resulting from any breach of this Agreement by Agency.

For the purposes of this Paragraph 5, Subsections (a) & (b), "Losses" means any and all demands, damages, payments, obligations, claims, suits, actions or causes of action, investigations, proceedings, taxes, fines or penalties (including, without limitation, those imposed by governmental authorities), assessments, losses, liabilities, and costs and expenses incurred in connection with any of the foregoing, including, without limitation, reasonable attorney's fees and/or interest on any amount payable to a third party as a result of the foregoing, and any other expenses reasonably incurred in connection with investigating or defending any claims, suits, actions, investigations or proceedings whether or not resulting in any liability, and all amounts paid in settlement of such claims, suits, actions, investigations or proceedings; provided, that "Losses" shall exclude punitive and exemplary damages and consequential damages, including lost income and profits and interruptions of business to the extent constituting consequential damages, except to the extent arising out of or resulting from fraud, willful misconduct or gross negligence.

b. Company shall, to the fullest extent permitted by applicable law, indemnify, defend and hold harmless Agency, its affiliates and their respective officers, directors, managers, employees and agents (“Agency Indemnified Persons”) from and against any and all Losses which a Agency Indemnified Person may suffer, incur or pay arising out of or resulting from any breach of this Agreement by Company.

c. If any suit, action, investigation, claim or proceeding is begun, made or instituted as a result of which the party entitled to provide indemnification hereunder (“Indemnitor”) may become obligated to an individual or entity entitled to indemnification pursuant to this Paragraph 5 (“Indemnitee”), the Indemnitee shall give written notice to the Indemnitor within five (5) business days of its receipt of notice of such suit, action, investigation, claim or proceeding specifying in reasonable detail the facts upon which the claimed right to indemnification is based; provided, that the failure to timely give such notice shall not relieve the Indemnitor of its indemnification obligations hereunder except to the extent that such failure has a material prejudicial effect on the Indemnitor with such suit, action, investigation, claim or proceeding. The Indemnitor shall assume the defense of such suit, action, investigation, claim or proceeding; and the Indemnitee shall have the right (but not the obligation) to participate at their own expense by counsel of its choice in such defense but shall, at the cost of the Indemnitor, cooperate with and assist the Indemnitor to the extent reasonably possible.

d. The Indemnitor shall not, without the prior written consent of the Indemnitee, settle, compromise or offer to settle or compromise any suit, action, investigation, claim or proceeding on a basis that would result in (i) injunctive or other nonmonetary relief against the Indemnitee or any affiliate of the Indemnitee, including, without limitation, the imposition of a consent order, injunction or decree that would restrict the future activity or conduct of the Indemnitee or any affiliate of the Indemnitee, (ii) a finding or admission of a violation of applicable law or violation of the rights of any individual or entity by the Indemnitee or any affiliate of the Indemnitee or (iii) any monetary liability of the Indemnitee or any affiliate of the Indemnitee that will not be promptly paid or reimbursed by the Indemnitor. An Indemnitee shall not, without the prior written consent of the Indemnitor, which consent shall not be unreasonably withheld, conditioned or delayed, settle, compromise or offer to settle or compromise any suit, action, investigation, claim or proceeding for which indemnification has been, or will be, sought against the Indemnitor pursuant to this Paragraph 5.

6. Other than as specifically provided in this Agreement, neither party shall have any authority to make, alter or discharge any contract for the other party or bind the other party in any way unless expressly authorized in writing to do so.
7. Notwithstanding anything in this Agreement to the contrary, the parties understand and agree that the Services do not include, and Agency will have no responsibility for, the adjustment, administration or payment of claims under Products.
8. Without liability to Agency, Company at its sole discretion may discontinue and withdraw or modify any Product, or the forms evidencing such Product, in any state or jurisdiction without prejudice to the right of Company to continue offering such Product in any other state or jurisdiction. Company may also at its sole discretion, without liability to Agency, cease to do business in any state or other jurisdiction without prejudice to the right of Company to continue

doing business in any other state or jurisdiction. Any change by Company under this Paragraph 8 shall be effective upon 60 days prior written notice to Agency or such shorter period as may be required by applicable law or regulatory authorities.

9. a. Neither Agency nor Company shall disclose or use non-public, confidential or proprietary information of the other party except in connection with the performance of its obligations under this Agreement. In addition, each of Agency and Company agrees to use reasonable care, but in no event less than the same degree of care that it uses to protect its own confidential and proprietary information of similar importance, to prevent the unauthorized disclosure and/or use of the non-public, confidential or proprietary information of the other party. For purposes of this Paragraph 9, Company and Agency shall each include their respective affiliates, and their respective employees.
- b. The non-public, confidential or proprietary information of Company or Agency referred to in this Paragraph 9 means any information of Company or Agency that is disclosed to the other, excluding any information that (i) is or becomes generally available to the public other than as a result of a disclosure by the receiving party; (ii) was within the receiving party's possession prior to its being furnished to the receiving party by the disclosing party; or (iii) becomes available to the receiving party on a non-confidential basis from a source other than the disclosing party; provided, that with respect to clauses (ii) and (iii) above, the source of such information was not bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to the disclosing party or any other individual or entity with respect to such information.
- c. A receiving party may disclose non-public, confidential or proprietary information of the disclosing party to those third parties who have a need to know such information for the purpose of assisting the receiving party in performing its obligations under this Agreement if, and only if, the receiving party: (i) instructs any such third party that the non-public, confidential or proprietary information of the disclosing party is confidential and proprietary and is to be held in strict confidence pursuant to the terms of this Paragraph 9 and (ii) prior to disclosing any such non-public, confidential or proprietary information, provides a copy of this Paragraph 9 to each such third party and obtains each such third party's written agreement to comply with and be bound by the terms of this Paragraph 9 as if it were a party hereto (including, without limitation, as a "receiving party" hereunder).
- d. If a receiving party is compelled by deposition, interrogatory, subpoena, civil investigative demand or similar process, or upon demand of any governmental authority with jurisdiction over it or as otherwise required by applicable law ("Disclosure Demand") to disclose any of the non-public, confidential or proprietary information of the disclosing party, the receiving party will provide the disclosing party with prompt written notice of each such Disclosure Demand so that the disclosing party may (at its expense) seek an appropriate protective order or other appropriate remedy and/or waive the receiving party's compliance with the provisions of this Paragraph 9. In addition, if requested by the disclosing party, the receiving party shall assist the disclosing party at the disclosing party's expense in obtaining a protective order and taking other legally available steps to resist or narrow any such Disclosure Demand. In the event that such protective order or other remedy is not obtained promptly, the receiving party may furnish that portion (and only that portion) of such non-public, confidential or proprietary information which, in the written opinion of the receiving party's counsel, the receiving party is legally required to

disclose and will otherwise exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded any such non-public, confidential or proprietary information.

e. In the event of termination of this Agreement each party will return to the other party all non-public, confidential or proprietary information of the other party; provided, that the receiving party shall be entitled to keep a copy of such information, subject to its ongoing obligations under this Paragraph 9, to the extent required under applicable law or as necessary to comply with its obligations under this Agreement. That portion of the non-public, confidential or proprietary information that may be found in analyses, compilations, studies or other documents prepared by the other party will be held by the other party and kept subject to the terms of this Paragraph 9.

f. In the event of breach of this Paragraph 9, the breaching party agrees to pay the non-breaching party any and all damages incurred by the non-breaching party as a result of the breach. It is further understood and agreed that money damages would not be a sufficient remedy for any breach of this Paragraph 9 and that the non-breaching party shall be entitled to specific performance and injunctive and other equitable relief for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Paragraph 9 but shall be in addition to all other remedies at law or in equity to either party.

g. This Paragraph 9 shall survive the termination of this Agreement.

10. No failure or delay by a party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof, preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.
11. Each party (the “Auditee”) shall permit the other party (the “Auditor”) through any individuals or entities designated by the Auditor, at such reasonable times during normal business hours and as often as the Auditor may deem appropriate (but in no event more than once per calendar quarter), to visit, inspect, examine, audit and verify, at the Auditee’s offices or wherever records are kept, the accounts, files, documents, books, reports, work papers and other records belonging to or in the possession or control of the Auditee or any other individual or entity relating to administration and/or management of Products, and to make copies thereof and extracts therefrom. Auditor may conduct such inspection or audit with five business days prior written notice to Auditee.

Any such inspection or audit shall be conducted in a manner that does not unreasonably interfere with the conduct of the business of the Auditee or its affiliates, and any information so reviewed shall be treated and held confidential and proprietary information on the same terms, and subject to the same conditions, as set forth in Paragraph 9. Notwithstanding the foregoing, in no event shall the Auditee or its affiliates be required to provide access to any such books and records to the extent that they contain information that is subject to an attorney-client or other legal privilege or constitutes attorney work product.

In the event that Company has contracted with a third-party to handle administration and/or management of the Products, Company shall, promptly following the written request of Agency (which request may be made no more than once every twelve months), authorize Agency to conduct an inspection and audit of any such third-party for the purpose of verifying commissions

payable on sales of Products on the same terms set forth in this Paragraph 11 to the extent not in conflict with terms and conditions set forth in any written agreement by and between Company and such third party.

12. Company agrees on behalf of itself and its affiliates, that (a) at all times the use and control of expirations of coverages produced by Agency, its affiliates, and their respective producers and sub-producers (including all records and information relating to individuals who purchased such coverages), shall be owned exclusively by Agency and otherwise left in Agency's undisturbed possession and control and (b) Agency must act in a customer's best interests when recommending changes of products and/or carriers (including, without limitation, recommending a change of carrier because a customer expresses dissatisfaction with the current carrier and wishes to terminate coverage, or providing a recommendation of another carrier if requested by a customer for any reason); provided, Agency agrees that the moving of in-force business to another carrier, whether through a coordinated program or a pattern of single occurrences – "rolling business" – for the sole purpose of generating or increasing commissions is not permitted. This Paragraph 12 shall survive termination or expiration of this Agreement.
13. The initial term of this Agreement shall begin on the date hereof and end on the third anniversary thereof, and shall automatically be renewed for additional one year terms unless: (A) terminated by either party, for any reason, on written notice to the other party delivered prior to the 90th<sup>th</sup> day before the expiration of the then current term or (B) terminated by either party for cause as provided in this Paragraph 13.

For purposes of this Agreement, an occurrence of one or more of the following events with respect to one of the parties, shall constitute a default under this Agreement for which the non-defaulting party may immediately terminate this Agreement for cause:

- a. the breach by the party of any provision of this Agreement, which breach is not cured within thirty (30) calendar days of the allegedly defaulting party's receipt of written notice from the other party (five (5) business days for payment defaults);
- b. the party applies for or consents to the appointment of or has appointed for it a conservator or receiver trustee or liquidator;
- c. the party admits in writing its inability to pay its debts generally as they mature;
- d. the party makes a general assignment for the benefit of creditors;
- e. the party is adjudicated as bankrupt or insolvent;
- f. the party files a voluntary petition in bankruptcy or a petition or any answer seeking reorganization or arrangement with creditors, or to take advantage of any bankruptcy, reorganization, insolvency, dissolution or liquidation law; or
- g. an involuntary petition in bankruptcy is filed against the party which remains unstated or in effect for a period of more than forty five (45) days.
- h. a sale or merger that involves Agency.

14. This Agreement is not assignable or transferable by either party to this Agreement without the other party's prior written approval.
15. As compensation under this Agreement, Agency shall be paid by the Company in the manner and at the times specified in Exhibit D.
16. All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been duly given or made as of (a) in the case of personal delivery, when actually delivered; (b) in the case of delivery by prepaid overnight courier with guaranteed next day delivery, the day designated for delivery by such courier; (c) in the case of delivery by registered or certified mail, postage prepaid, return receipt requested, five (5) days after deposit in the mails; (d) in the case of transmittal by facsimile, upon receipt by the sender of a printed confirmation of transmittal; or (e) in the case of transmittal by electronic mail, upon receipt by the sender of electronic confirmation of such transmittal, and in each case shall be addressed as follows (or at such other address, facsimile number or e-mail address for a party as shall be specified by like notice):

if to Agency, to:

Contact Name  
Agency Name  
Address line 1  
Address line 2  
Facsimile:  
E-mail:

if to Company, to:

Kevin Dill, President  
Unified Life Insurance Company  
7201 W 129<sup>th</sup> St., Suite 300  
Overland Park, KS 66213  
Facsimile: (913) 402-6942  
E-mail: [kdill@unifiedlife.com](mailto:kdill@unifiedlife.com)

17. This Agreement shall be interpreted and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws principles that would require application of the laws of a jurisdiction other than the State of Texas. The parties hereby irrevocably and unconditionally (a) submit to the exclusive jurisdiction of any State or Federal Court sitting in Dallas County, Texas (any such court, a "Designated Court"), over any action, suit or proceeding arising out of or relating to this Agreement, (b) agree that service of any process, summons, notice or document by the means specified herein shall be effective service of process for any action, suit or proceeding brought against such party in a Designated Court, (c) waive any objection to the laying of venue of any such action, suit or proceeding brought in a Designated Court has been brought in an inconvenient forum, and (d) agree that final judgment in any such action, suit or proceeding in a Designated Court shall be conclusive and binding upon the parties and may be enforced in any other courts to whose jurisdiction the party against whom

enforcement is sought may be subject, by suit upon such judgment. IN ADDITION TO THE FOREGOING, EACH PARTY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, AND EACH PARTY HEREBY ACKNOWLEDGES THAT SUCH WAIVER IS MADE WITH FULL UNDERSTANDING AND KNOWLEDGE OF THE NATURE OF THE RIGHTS AND BENEFITS WAIVED HEREBY.

18. This Agreement and the Exhibits constitute the entire agreement and supersede all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.
19. If any provision, including any phrase, sentence, clause, section or subsection, of this Agreement is determined by a court of competent jurisdiction to be invalid, inoperative or unenforceable for any reason, such circumstances shall not have the effect of rendering such provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision herein contained invalid, inoperative, or unenforceable to any extent whatsoever. Upon any such determination, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.
20. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
21. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same instrument. Each counterpart may be delivered by facsimile transmission or e-mail (as a .pdf, .tif or similar uneditable attachment), which transmission shall be deemed delivery of an originally executed counterpart hereof.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, the undersigned parties hereto have duly executed this Agreement to be effective as of the date first set forth above.

AGENCY NAME

By: \_\_\_\_\_  
Name:  
Title:

UNIFIED LIFE INSURANCE COMPANY

By: \_\_\_\_\_  
Name: Kevin Dill  
Title: President

*(Signature Page to General Agent Agreement)*

EXHIBIT A – PRODUCTS

Medicare Supplement

EXHIBIT B – SERVICE AREA

Alabama	Idaho	Minnesota	North Dakota	Utah
Alaska	Illinois*	Mississippi*	Ohio*	Vermont
Arizona*	Indiana*	Missouri*	Oklahoma	Virginia
Arkansas	Iowa*	Montana	Oregon	Washington
California	Kansas*	Nebraska*	Pennsylvania*	Washington, D.C.
Colorado	Kentucky*	Nevada	Puerto Rico	West Virginia
Connecticut	Louisiana	New Hampshire	Rhode Island	Wisconsin*
Delaware	Maine	New Jersey	South Carolina*	Wyoming
Florida	Maryland*	New Mexico	South Dakota	
Georgia*	Massachusetts	New York	Tennessee*	
Hawaii	Michigan*	North Carolina*	Texas*	

## EXHIBIT C – SERVICES

With respect to the Products, Agency shall use its commercially reasonable efforts to perform the specific services enumerated herein.

### A. SOLICITATION AND OTHER SERVICES

1. Agency and its Downline will solicit individuals to purchase Products on behalf of Company.
2. Agency shall not provide any claims adjustment, payment or other claims-related administration services in connection with the Policies. Agency shall, however (a) promptly forward any and all claims to Company or its designated claims administrator that Agency receives from insureds and (b) provide insureds claims forms approved by, or provided by, the Company.
3. Agency will provide to Company, as soon as possible but not later than five (5) business days after receipt, a copy of each complaint against Company received from insureds and each complaint or inquiry from any regulatory agencies involving Company as well as any correspondence relative to the disposition of such complaint or inquiry or any correspondence where a lawsuit or regulatory action is threatened against Company or any information relating to any lawsuit against Company. Agency shall cooperate and assist Company in the resolution and investigation of such matters, at the cost of Company and subject to its right of indemnification pursuant to Paragraph 5 of the Agreement, but shall take no action nor make any reply to such matters on behalf of Company unless so requested by the Company. The Company will represent all claims and resolve all matters in regards to various state insurance departments involving Company.
4. When Agency discovers evidence that an insured may have obtained a policy through fraud or misrepresentation, Agency shall promptly present such evidence to Company, and shall, if so instructed by Company, rescind the policy on behalf of Company, in which case the premium paid, less claims paid, shall be refunded, and all payments made based on such premium shall be reversed. Where Agency acts in accordance with this Paragraph and Company's instructions, the costs and liability incurred by Agency as a result of such actions shall be borne by the Company. If Agency rescinds a policy without complying with this Paragraph and the Company's instructions, all costs and liabilities arising from, or out of, such rescission shall be borne by Agency.
5. Agency and Company shall each bear the cost of any marketing materials prepared by it.

### B. FIDUCIARY RESPONSIBILITIES

Agency will be responsible for any money collected as premium for Products on behalf of the Company by Agency, Agency's employees and any producers or sub-producers of Agency and shall remit to the Company all such moneys received for or payable to the Company no later than 15 days after receipt or within such shorter period required by applicable law. All money tendered as payments for premium for Products shall always be the property of the Company and shall be held by Agency in a fiduciary capacity and not for Agency's own benefit.

## EXHIBIT D – COMPENSATION

### 1. Compensation Amount and Timing.

**Commissions: See Exhibit E**

**All compensation herein is subject to change to be compliant with the laws and regulations of the individual states.**

### 2. Administration.

- a. Payment: Company will pay monthly to Agency all commissions specified in Paragraph 1 for Products issued upon applications submitted by Agency or through Agency's Downline; provided, that other than any final payment under this Agreement, no payment will be made if the aggregate amount due is less than \$50.
- b. Accounting. Company will account monthly to Agency for commissions based on initial and renewal premiums received by the Company for Products issued upon applications submitted by Agency or through Agency's Downline.
- c. Effect of Return Premium. Except as otherwise agreed by the parties, if any premiums shall be returned by the Company on any Product, or should the Company become liable for the return thereof, Agency shall pay to the Company any compensation previously paid or credited to Agency's account on such returned premium.
- d. Interest. Interest will accrue on any amount due under this Agreement which has not been paid within 30 days of receipt of written demand for such amount at the rate of one percent per month, or the highest rate permitted by applicable law, whichever is lower.