

# LIFE INSURANCE COMPANY OF THE SOUTHWEST CONTRACTING INSTRUCTIONS

To ensure proper and timely contracting, please follow the guidelines below:

1. Complete and submit all the required paperwork by using the guide included in this packet as a reference.
2. Sign the BHC Authorization form
3. Sign, date and return **BHC Agent Indebtedness Agreement**
4. Copy of **E&O declaration page**. Please include E&O information because we **CANNOT** process your paperwork without it.
5. AML training information is needed
6. Copy of a **voided check** – REQUIRED

**NOTE:** LSW is currently only accepting online contracting

**bhcmarketing**

FAX: 775-261-9088

E-mail: [licensing@bhcmarketing.com](mailto:licensing@bhcmarketing.com)

Phone: 800-201-0224

\*\*\*\*\*

*Free Website*

Contract with any two of our carriers<sup>[1]</sup> and close modest amount of annuity business<sup>[2]</sup> each calendar quarter...and we will build and maintain a website tailored specifically for you at ZERO cost. (See the demo site at [www.demo.RetireRx.com](http://www.demo.RetireRx.com)) Call for details!

<sup>[1]</sup> American Equity, F&G (OMFN), ForeThought & Life of the Southwest (LSW)  
\* SPIA premium excluded



## Agent Agreement

Life Insurance Company of the Southwest (LSW) • www.lifeofsouthwest.com  
1300 West Mockingbird Lane • Dallas, Texas 75247-4921 • Sales Desk 800-906-3310

THIS AGREEMENT, made by and between LIFE INSURANCE COMPANY OF THE SOUTHWEST ("Company") and the agent on the signature page hereof, is effective on the Date of Agreement Acceptance by LSW.

### WITNESSETH:

In exchange for the good and valuable consideration recited herein; the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree as follows:

#### ARTICLE I - APPOINTMENT

**1.1 Appointment.** Subject to the provisions of this Agreement, the Company hereby appoints agent as an Agent of the Company.

**1.2 Territory.** It is understood and agreed that this Agreement does not grant any exclusive territory to Agent and does not impose upon Agent any territorial limit of operation except such limitations imposed under appropriate laws or regulations regulating the authority of Agent to sell insurance in various states or such territorial limits as Company may impose in a separate writing.

**1.3 Relationship.** This Agreement is not a contract of employment and does not create the relationship of employer and employee between the Company and Agent. Agent is not expected or obliged to devote full time and effort to the business of the Company or to represent the Company exclusively. It is understood and agreed that this Agreement calls for results and does not purport to control the time or manner of performance of Agent. Rather, Agent is an independent contractor and shall exercise his own judgment and discretion in the conduct of the business contemplated under this Agreement, subject to the provisions hereof. Agent specifically recognizes his responsibility for payment of any applicable taxes levied by Federal, State or Local authorities as a result of compensation arising hereunder.

#### ARTICLE II - AUTHORITY

**2.1 General Provision.** The powers and authority of Agent are only those expressly provided under this Agreement. Any and all such powers and authority shall continue only during the pendency of this Agreement and shall terminate on the date of termination thereof.

**2.2 Solicitation.** Agent is hereby empowered and authorized to solicit applications for individual life, annuity, accident, and health policies on forms then being issued or offered by the Company (hereinafter individually and collectively referred to as "products") both personally and through agents appointed and assigned by the Company to Agent from time to time.

**2.3 Recruiting.** Agent may recruit and recommend the appointment by the Company of agents. Agent shall have no authority to make any such appointment on behalf of the Company; and no purported assignment shall be valid unless and until such agent has been appointed by the Company and has executed an Agreement on a form provided by the Company and that has been signed and accepted by an authorized representative of the Company. The Company shall not be obligated to appoint any agent or to assign any agent to Agent; and the Company expressly reserves the exclusive right and sole discretion to assign and to terminate the assignment of any agent at any time. The assignment of any agent to Agent shall terminate immediately upon the earlier of the termination of this Agreement or of the agreement between the Company and such agent.

**2.4 Limitation of Authority.** Agent shall have no power or authority to, and hereby agrees and warrants that he will not, do any of the following:

- (a) waive, alter, amend, modify or discharge any policy or contract of the Company;
- (b) waive forfeiture under any policy;
- (c) quote rates other than as provided in writing by the Company;
- (d) extend time for the payment of any premiums due the Company;
- (e) receive any monies for the benefit of the Company except initial gross premium which must be paid by check from the policyholder and made payable to the order of the Company;
- (f) incur any liability, obligation or indebtedness on account of the Company;
- (g) endorse or negotiate any checks or other instrument payable to or to the order of the Company;
- (h) voluntarily accept services of process on behalf of the Company.

## **ARTICLE III - DUTIES AND RESPONSIBILITIES**

**3.1 General Provisions.** Agent shall fairly and properly represent the Company and its products and services and shall faithfully perform all the duties within the scope of the appointment under this Agreement and pursuant to the operation of the Agency established hereunder. In particular, but without limitation, Agent agrees to perform the duties set forth below.

**3.2 Premiums.** Agent shall collect and receive, or cause to be collected and received, the initial gross premium on policies secured by Agent or by agents assigned by the Company to Agent and shall remit said premium to the Home Office of the Company in the original form and amount received within three business days after the receipt thereof. All such premiums must be payable by check from the policyholder and made payable to the order of the Company and at all times shall remain the property of the Company.

**3.3 Rules.** Agent agrees to become familiar and to comply with all of the Company's rules, regulations and instructions, and with all applicable statutes and regulations of any state or jurisdiction in which Agent is authorized to conduct business which may be in force on the Acceptance Date of this Agreement or at any time during the pendency thereof.

**3.4 Company Advertising.** Agent agrees not to use or cause to be used any letters, advertising materials, or any other printed or electronic matter or promotion of any kind relating to the Company unless first approved in writing by the Company.

**3.5 Expenses.** It is expressly understood and agreed that Agent shall be liable for, and indemnifies the Company against all costs, expenses, obligations, debts, damages, taxes, fees and penalties of whatever nature which are incurred, levied or assessed by or against the Company whether pursuant to this Agreement or otherwise which result from the acts or omissions of Agent.

**3.6 Acts of Others.** Agent shall be responsible and liable for the acts and omissions of the agents requested by Agent to be assigned by the Company to Agent and any damages and obligations arising therefrom, which acts and omissions shall, for purposes of this Agreement, be deemed to be those of Agent and Agent agrees to indemnify and hold the Company harmless from any loss the Company may suffer due to such acts or omissions.

**3.7 Bond.** Agent shall, upon demand by the Company, promptly furnish and maintain at his expense a security bond satisfactory to the Company for the payment of any and all amounts which are or become due or payable to the Company under this Agreement or under prior or subsequent agreement between the Company and Agent.

## **ARTICLE IV - COMPENSATION**

**4.1 Determination.** The full compensation of Agent under this Agreement shall be determined solely in accordance with the provisions of the Schedules attached hereto and made a part hereof, which is in effect on the effective date of policies solicited by Agent or his agents. The Company shall have the exclusive right and sole discretion at any time to unilaterally terminate any such Schedule or to modify all or any portion of any such Schedule, or the rate, amount or method for determining the commission or compensation, provided such action is uniformly taken with respect to all persons to whom such Schedules apply. Such modifications or terminations shall become effective on the date specified in such Notice (see Sec. 7.5) but shall have no effect on compensation resulting from policies with both an effective date and an application date prior to the effective date of such modification or termination.

**4.2 Payment.** Compensation shall become due Agent only upon actual receipt in good funds by the Company of the premiums or other payment due the Company and upon application of such premiums or payment against the policy or contract to which it applies. The Company at its discretion may assign a new servicing agent to a policyholder based on the written request from the policyholder or upon the Company's determination that the writing agent is not servicing the policyholder. Such reassignment would affect only new premium received by the Company and will not affect vested agent commission of the original writing agent(s). Compensation shall be paid in accordance with the standard practices and procedures of the Company, which practices and procedures may be changed by the Company at any time.

If a policy is reassigned to a new agent, commission will be paid to the new agent on new premium received by the Company. New premium, when a policyholder is paying premium pursuant to a scheduled life premium, salary reduction, salary deduction, or bank draft amount (Scheduled Premium), is any increased premium received by the Company over the Scheduled Premium amount. If there is a subsequent reduction in the Scheduled Premium payments, commission on the most recent increase will be affected first. In the event of multiple agent claims on subsequent compensation after a Scheduled Premium increase, the Company, in its sole discretion, will determine payment of compensation.

**4.3 Adjustments.** The Company shall have the exclusive right and sole discretion to withdraw, rescind, cancel, terminate or reduce all or any portion of coverage or any policy or contract issued by the Company. If the Company exercises such right and tenders a return of all or any portion of the premium or payment therefor, or if the Company is required by law to tender a return of all or any portion of premium or payment, any compensation received by Agent with respect to the amount of premium or payment so tendered shall constitute an indebtedness of Agent to the Company and Agent shall remit the amount of such compensation to the Company in full within ten (10) days after the receipt of notice of demand therefor. If any policy issued pursuant to this Agreement is deemed by the Company in its sole discretion to replace any other policy on the same life, then the compensation, if any, payable with respect to the replacement policy shall be determined by the Company and its determination shall be conclusive. The termination of a policy previously issued on the same life, within six (6) months prior or subsequent to the date of application for a new policy shall be conclusive that it is a replacement policy.

**4.4 Indebtedness.** Any money or thing of value due the Company from Agent whether arising under this Agreement, any prior or subsequent agreement, due to an act by another agent as defined in Section 3.6, or otherwise shall constitute an indebtedness of Agent to the Company. The Company shall at any time have the right to set off all, or any part, of any such indebtedness against any amount payable to Agent under this Agreement, and any prior or subsequent agreement or otherwise. As security for any and all such indebtedness, Agent hereby transfers, assigns and grants to the Company a security interest in and a first lien upon all amounts payable to Agent by the Company and the said right of offset shall not be extinguished by the termination of this Agreement.

Interest on any indebtedness due and owing to Company from Agent is payable monthly and shall be due and payable on the 1st day of every Month, at a rate of 1% per month on the outstanding balance, unless such indebtedness is evidenced by a separate written agreement with Company which contains a different interest rate.

It is the intention of Company to conform strictly to all applicable usury laws now or hereafter in force. Interest payable under this Agreement shall not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under any law; any interest in excess of that maximum amount shall be credited to the principal amount owed under this Agreement or, if that has been paid, refunded. The Agreement and all other agreements between Company and Agent, whether now existing or hereafter arising, and whether written or oral are limited so that under no circumstances whatsoever, shall the amount paid, or agreed to be paid to Company by Agent for use, forbearance, or detention of any money loaned to Agent by Company, or otherwise due and owing to Company by Agent under this Agreement, or for the payment or performance of any covenant, or obligation between Company and Agent exceed the highest lawful rate permissible under applicable law. This provision overrides any other provision in this and all other instruments concerning the indebtedness evidenced by the Agreement.

**4.5 Vesting.** Commissions shall only be vested in accordance with the Schedule or Schedules attached hereto. In the event of termination of this Agreement pursuant to Section 5.1, commissions shall be fully vested unless the Agent is paid less than three hundred dollars (\$300.00) in any calendar year following termination. In that event, no further renewal commissions will be paid.

## **ARTICLE V - TERMINATION**

**5.1 Termination Without Cause.** This Agreement may be terminated without cause by either party by giving to the other party 15 days prior notice to the other party's last known mail or e-mail address as shown by the records of the party giving such notice. This agreement shall automatically terminate as of the date of the death or adjudged incompetency of Agent and/or the date of death of the Guarantor, if applicable. In the event of such death or incompetency, any compensation due Agent hereunder shall be paid subject to the terms hereof when due to the lawful spouse of Agent, if living, otherwise to the estate of Agent.

Death of the Guarantor shall not limit or affect the Guarantor's estate's liability hereunder nor for all obligations of the Agent under this Agreement.

**5.2 Termination With Cause.** This Agreement may be terminated "For Cause" upon the occurrence of events listed herein in Section 5.2 by sending to the last known address of Agent a written notice of such termination which shall be effective upon the mailing of such notice by first class mail. The events for which this Agreement may be Terminated for Cause are:

- (a) failure to strictly observe any company rule, regulation, requirement, or instruction;
- (b) violation of any state insurance law, regulation, or policy;
- (c) withholding any money, policy receipt, or property of the Company;
- (d) rebating, or offering to rebate, all or any part of a premium on a policy of insurance issued or to be issued by the Company or violation of the anti-rebate laws of any state;
- (e) inducing, or attempting to induce, any policyholder of the Company to discontinue payment of premiums or to relinquish any policy;
- (f) inducing, or attempting to induce, any agent to leave the Company's service;
- (g) violation of any criminal law or statute;
- (h) making any representation or performing any fraud or dishonesty affecting the Company or its policyholders;
- (i) breach or violation of any provision of this contract.

The Company shall have, for each and every such act or omission, the right to terminate this Agreement For Cause.

### **5.3 Effect of Termination.**

**5.3.1 Generally.** Upon any termination of this Agreement, any and all obligations of Agent to the Company shall mature, accelerate and become immediately due and payable in full notwithstanding any agreement to the contrary; and Agent shall immediately and without further notice return all then undelivered policies and all property furnished or provided to Agent by the Company.

**5.3.2 Effect of Termination Without Cause.** Agent shall continue to receive any vested commissions as defined in Section 4.5 subject to all rights of the Company for offset as previously defined in Article IV.

**5.3.3 Effect of Termination for Cause.** If the Company does so terminate this Agreement For Cause, Agent shall, as of the date of termination, unconditionally forfeit all right, claims and demands whatsoever of Agent against the Company for first year commissions and renewal commissions, or other compensation or payment, whether accrued and not payable at the date of termination, or to accrue after the date of termination, under this or any previous agreement, contract, or supplementary or amendatory agreement or contract between Agent and the Company, but nothing herein shall be construed to affect any rights or claims of the Company against Agent under this Agreement or otherwise. Any agents assigned by the Company to Agent shall be reassigned by the Company to another Agent of the Company immediately upon the effective date of termination of this Agreement. Agent shall not receive any compensation on policies submitted after the date of termination by any person assigned to Agent on the date of termination.

**5.3.4 Subsequent to Termination.** If, subsequent to a termination of this Agreement without cause, Agent shall misappropriate or impair any funds or property of the Company or any funds received for or on account of the Company, or otherwise fails to remit any funds due or property of the Company within ten (10) days after receipt of notice or demand therefore, or does any of the acts listed in Section 5.2, then upon the occurrence of any such act or event, the Company shall be fully and completely discharged with respect to any and all obligations from the Company to Agent.

## **ARTICLE VI - GUARANTEE**

**6.1** In exchange for Company agreeing to appoint Agent, and as an inducement to do so, Guarantor absolutely and unconditionally guarantees to Company all debts or liabilities owed or to be owed by Agent to Company under the Agreement.

**6.2** Company shall first make a reasonable effort to collect such debts or liabilities from Agent, but if after such effort such amounts remain unpaid, Company shall make written demand for such Indebtedness upon Guarantor. Such demand shall be sent by U.S. mail to Guarantor at the address shown herein for Guarantor.

**6.3** Guarantor shall have fifteen (15) days after receipt of written demand to pay the Indebtedness to Company after which all such Indebtedness shall be due and payable to Company at the Company's headquarters in Dallas, Texas.

**6.4** Guarantor shall not assign Guarantor's obligations hereunder without the prior written consent of Company.

## **ARTICLE VII - GENERAL PROVISIONS**

**7.1 Entire Contract.** This Agreement and the Schedules of Compensation and Commissions attached hereto, as amended, contain the entire understanding between the parties and incorporates all prior and concurrent contracts and agreements therebetween, whether written or oral on all matters. No modification of any provision of this Agreement, except modifications of the Schedules of Commissions, shall be effective unless made in conformity with Section 7.5 hereof and having been sent and signed by the President or Vice President of the Company.

**7.2 Prior Contracts.** No provision of this Agreement shall be deemed to abrogate or render void any provision of any written agreement executed by the parties hereto prior to the Acceptance Date of this Agreement relating to the form and amount of commissions with respect to policies issued by the Company prior to such Acceptance Date.

**7.3 Waiver.** The forbearance, neglect or delay of either party to strictly enforce any provision of this Agreement shall not at any time operate as a waiver or estoppel of any right of the parties under this Agreement regardless of the similarity of the circumstances.

**7.4 Assignment.** Agent shall not assign, transfer, encumber or otherwise relinquish or dispose of this Agreement or any right or interest hereunder, except upon the prior written approval of the President or a Vice President of the Company. Any purported assignment, transfer, encumbrance or other relinquishment or disposition of such right or interest not so approved shall be void and unenforceable against the Company regardless of notice thereof. The Company makes no representations as to the validity of any assignment.

**7.5 Notice.** Any notice required under this Agreement may be made in writing or by electronic mail ("e-mail") and shall be deemed received on the date mailed, if properly addressed to the last known mailing address of the other party made available to the Company; if sent by e-mail shall be deemed received on the date sent, if properly addressed to the last known e-mail address of the other party made available to the Company and, if otherwise given, on the date actually received.

**7.6 Situs.** This Agreement is made and performable in Dallas, Dallas County, Texas. The parties agree that any action at law or in equity hereunder shall be brought in Dallas County, Texas and that the laws of the State of Texas shall govern any dispute arising hereunder.

**7.7 Headings.** The headings of this Agreement are for the purpose of convenience only and shall not limit or broaden the provisions hereunder which shall control.

**7.8 Remedies.** All right and remedies under this Agreement, which are afforded at law or in equity shall be cumulative and not alternative.

**7.9 Business Days.** Any date specified in this Agreement which is a Saturday, Sunday or legal holiday shall be extended to the first regular business day after such date which is not a Saturday, Sunday or legal holiday.

**7.10 Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

**7.11 Number and Gender.** Words importing the singular shall include the plural number and vice versa, and any pronoun used shall be deemed to cover all genders.

**7.12 Separate Agreement.** This Agreement constitutes a separate agreement independently supported by good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, and this Agreement shall be interpreted, construed and enforced separate and apart from any other agreement between and among the parties. The parties further agree that any claim or cause of action of any party against any other party arising under any other agreement between or among the parties, or out of any set of facts shall not constitute a defense to the enforcement of the covenants and agreements contained in this Agreement.

**7.13 Severability.** If any provision of this Agreement is held for any reason to be invalid, it will not invalidate any other provisions of this Agreement which are in themselves valid, nor will it invalidate the provisions of any other agreement between the parties hereto. Rather, such invalid provision shall be construed so as to give it the maximum effect allowed by applicable law. Any other written agreement between the parties hereto shall be conclusively deemed to be an agreement independent of this Agreement.

**7.14 Successors and Assigns.** This Agreement and all the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and permitted assigns. This Agreement and the rights and obligations hereunder, may not be assigned without the prior written consent of the other.

**7.15 Time of the Essence.** Time is of the essence in this Agreement.

**7.16 Attorney's Fees and Costs.** In any legal proceeding of any kind brought by Company to recover any indebtedness owed to Company by Agent under, arising out of, or related to this Agreement, Agent agrees to pay all reasonable attorney's fees and other collection costs incurred by Company in connection with or as a result of such legal proceeding.

IN WITNESS WHEREOF the Company and Agent, intending to be legally bound hereby, have executed this Agreement as of the date of acceptance by Company (LSW).

**Agent Agreement**

Print Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_  
(mm/dd/yyyy)

Business Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

**IF AGENT IS A CORPORATION:**

Name of Corporation \_\_\_\_\_ Attested By (Name & Title) \_\_\_\_\_

**Guarantor (Guarantor MUST Sign.)**

Print Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_  
(mm/dd/yyyy)

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

I have read and completed the above required information.  Click here to Agree.

**LIFE INSURANCE COMPANY OF THE SOUTHWEST ("LSW")/1300 West Mockingbird Lane, Dallas, Texas 75247-4921**

BY \_\_\_\_\_ Date of Acceptance of Agreement \_\_\_\_\_  
(mm/dd/yyyy)

## Addendum to LSW Agent Agreement

**Insurers' Property and Confidential Information.** As Producer, information pertaining to the business of Insurers or to any of their customers or prospective customers, shall be and shall remain the sole and exclusive property of Insurers. All information obtained by Producer during the course of the affiliation with Insurers is to be treated as confidential and/or proprietary business information of Insurers. Confidential Information does not include any information that becomes publicly available without a breach of any confidentiality obligation or information which became known to Producer prior to the date of this Agreement.

Confidential Information includes, but is not limited to:

- a) non-public information pertaining to lists of customers and customer contact information
- b) financial or other personal information pertaining to customers
- c) insurance policy renewal or expiration dates
- d) customers' insurance needs and specifications
- e) beneficiary information and other related data
- f) financial information, data or statements
- g) product research and development information
- h) existing and future product plans, designs, and performance specifications
- i) marketing plans, strategies or schematics
- j) printed or verbal communications, information stored electronically, memorized or in any other form, furnished by Insurers to Producer or at our direction, or otherwise obtained by Producer in the course of Producer duties on behalf of Insurers
- k) any information governed by federal and state privacy laws and regulations

Accordingly, Producer specifically agrees not to divulge to, share with, or permit access by any person, Insurer or organization not currently affiliated with Insurers such Confidential Information, during and after termination of Producer's agreement with Insurers. Producer further agrees that under no circumstances shall Producer reveal or permit this information to become known by any competitor of Insurers; and shall not to use this information except for the sole purpose of conducting authorized business on behalf of Insurers.

A breach of this section by Producer will cause irreparable harm to Insurers and actual damages may be difficult to determine or may be inadequate. Accordingly, Producer and Insurers agree that in the event of such breach, Insurers shall be entitled to injunctive relief in addition to such other legal or equitable remedies which may be available.

Upon termination of this Producer Agreement, Producer shall promptly return to Insurers, whether requested or not, all original materials and information previously provided to Producer and any copies, notes, recordings, transcriptions or any other reproductions of such Confidential Information. At Insurers' request, Producer shall delete or destroy all proprietary and Confidential Information. If any Confidential Information is sought by subpoena, court order or administrative decree, Producer will advise Insurers promptly and provide copies of such subpoena, order or decree in order to permit Insurers the opportunity to oppose or seek to limit such disclosure. Producer shall not voluntarily disclose any information under such circumstances.

Additionally, I will implement and maintain, for the term of this Agreement, procedures for the protection of personally identifiable Information that are in compliance with all applicable Federal, State and local laws, regulations and guidance, including without limitation 201 C.M.R. §§17.00 et seq, as well as other laws, regulations and guidance designed to protect privacy, data security and data protection.

## AGENT INDEBTEDNESS AGREEMENT

This Agent Indebtedness Agreement (this "Agreement"), effective as of [\_\_\_\_\_] is between BHC Marketing, Inc. ("BHC"), with its offices located at 1585 Sawdust Road, Ste. 130, The Woodlands, Texas 77380 and [\_\_\_\_\_] an individual or business (the "Agent"), including the down line hierarchy, if any. The Agent conducts business at the address set forth under such Agent's name on the signature page of this Agreement. BHC and the Agent, in consideration of the premises and mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by BHC and the Agent, agree as follows:

### 1. **Definitions.**

- a) "BHC Insurance Customer" means any insurance company with which BHC has contractually committed, either prior to or after the date of this Agreement, to recruit agents to market and sell insurance products on behalf of such insurance company and with which the Agent is not affiliated with through BHC prior to the execution of this Agreement.
- b) "BHC Insurance Customer Contract" means a contract to which the Agent and a BHC Insurance Customer are parties and under which the Agent is to market and sell insurance products on behalf of the BHC Insurance Customer and such BHC Insurance Customer is to compensate the Agent for such selling and marketing.

### 2. **Recitals.**

BHC is, and will be, a party to certain contracts with BHC Insurance Customers under which BHC recruits, and will recruit, agents for such BHC insurance Customers; and

The result of such recruiting may be a BHC Insurance Customer Contract; and

From time to time, BHC Insurance Customers, pursuant to a BHC Insurance Customer Contract, may advance commissions to the Agent, charge back commissions previously paid to the Agent, lend money to the Agent or agree to other terms under which the Agent will become indebted to the BHC Insurance Customer (the "Agent Indebtedness"); and

BHC may, from time to time, be asked by the BHC Insurance Customer to guarantee the Agent Indebtedness or to repay, on behalf of the Agent, the Agent Indebtedness; and

BHC and the Agent, in consideration of the premises and mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by BHC and the Agent, agree as follows:

3. **Repayment of Agent Indebtedness.** BHC and the Agent agree that the Agent is responsible for the Agent Indebtedness, that the Agent shall repay such Agent Indebtedness pursuant to the terms of the BHC Insurance Customer Contract or pursuant to any other agreement or arrangement between the Agent and the BHC Insurance Customer, and that, in the event BHC pays to the BHC Insurance Customer any amount of the Agent Indebtedness, the Agent shall reimburse BHC for such amount within 30 days after receipt of notice from BHC. The Agent agrees to pay all costs of collection, including attorney fees, incurred by Company or its successors or assigns in collecting any Agent indebtedness.
4. **Term.** This Agreement shall become effective on the date first above written and shall continue thereafter until terminated by BHC upon written notice to the Agent; provided, however, that upon such termination, the indemnification set forth in Section 6 shall survive such termination for the maximum period permitted by applicable law.
5. **Independent Contractor.** The Agent agrees that the Agent will perform all services under this Agreement and the BHC Insurance Customer Contract as an independent contractor. Nothing in the Agreement or in any BHC Insurance Customer Contract will be deemed to create an employer-employee, partnership, or joint venture relationship between BHC and the Agent.
6. **Indemnification.** The Agent agrees to indemnify and hold BHC, its successors and assigns, and their respective directors, officers, managers, stockholders, employees, agents and representatives and all of their respective heirs, legal representatives, successors and assigns ("BHC Parties") harmless from and against any damage, claim, liability, deficiency, loss, cost or expense (including reasonable attorney's fees and interest at the highest rate permitted by law) incurred by any of the BHC Parties arising out of or relating to any breach by the Agent or this Agreement or of any BHC Insurance Customer Contract. The Agent's obligation under this Section 6 shall survive the termination of this Agreement for the maximum period permitted by applicable law.

7. **Notices.** All notices to be given hereunder shall be in writing and personally delivered, sent by certified or registered mail, return receipt requested or delivered by a nationally recognized overnight express delivery service to BHC at the address set forth in the introductory paragraph of this Agreement or to the Agent at the address set forth under the Agent's name on the signature page of this Agreement, or to such other address as BHC or the Agent shall designate by notice given to the other in accordance with this Section 7.
8. **Assignment; Binding Agreement; No Third Party Rights.** BHC may assign or delegate all or part of its rights and assign or delegate all or part of its duties in this Agreement and the BHC Insurance Customer Contract by giving written notice to the Agent. The Agent may not assign or delegate any right or assign or delegate any duty described in this Agreement or in any BHC Insurance Customer Contract to which the Agent is a party without BHC's prior written consent. The Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer upon any person or entity other than the parties hereto and the BHC Parties and their respective heirs, legal representatives, successors and permitted assigns, any rights, benefits or obligations hereunder.
9. **Severability; Entire Agreement; Modification.** If any provision of the Agreement is rendered or declared illegal or unenforceable by reason of any existing or subsequently enacted legislation or by decree of a court of last resort, the remaining provisions of this Agreement shall remain in full force and effect. This Agreement contains the entire agreement of BHC and the Agent in respect of the subject matter hereof and cancels all prior agreements, oral or written, related to the subject matter hereof. This Agreement may not be modified except by an instrument in writing executed by BHC and the Agent.
10. **Applicable Law; Jurisdiction; Service of Process.** This Agreement will be deemed for all purposes to have been made and entered into in the State of Texas. All questions concerning the validity and operation of this Agreement and the performance of the obligations imposed upon BHC of the Agent under this Agreement will be governed by the laws of the State of Texas. Each of BHC and the Agent irrevocably (a) consents to the jurisdiction of the courts of the State of Texas and of any Federal courts located in the State of Texas in connection with any action, suit or other proceeding arising out of or relating to this Agreement or any act taken or omitted hereunder; (b) waives and agrees not to assert in any such action, suit or other proceeding that such party is not personally subject to the jurisdiction of such courts, that the action, suit or other proceedings is brought in an inconvenient forum or that the venue of the action, suit or other proceeding is improper; waives personal service of any summons, complaint or other process; and (d) agrees that the service thereof may be made by certified or registered mail directed to such party at such party's address for purposes of notices hereunder.
11. **Multiple Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one instrument.

IN WITNESS WHEREOF, each of BHC and the Agent have executed this Agreement to be effective as of the date first set forth above.

**BHC:**  
BHC Marketing, Inc.

By: \_\_\_\_\_  
Lee R. Howard, CEO

**AGENT:**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_



# Application for LSW Appointment

Life Insurance Company of the Southwest (LSW) A Member of the National Life Group  
1300 West Mockingbird Lane • Dallas, Texas 75247-4921 • Sales Desk Hotline 800-906-3310

Marketing Organization: \_\_\_\_\_ Package Code \_\_\_\_\_

Name of agent directly responsible for recruiting (if different from above): \_\_\_\_\_

Appointment and Agreement being requested in the name of: \_\_\_\_\_  
Name as it appears on state license

Individual (Skip Section II)  Business Entity (Complete all Sections)

## I. Personal Information: (Individual applicant or primary principal of business entity)

Legal Name: \_\_\_\_\_  
First Name Middle Name Last Name Suffix  
Date of Birth Social Security # Driver's License #

## II. Business Entity Information:

Required if appointment, agreement and commission payments will be in the name of the entity  
Entity must be licensed in states where an entity license is issued

Tax ID #: \_\_\_\_\_

List all Other Principals/Owners/Officers:

Check if principal is licensed and will personally write business

_____	_____	_____	<input type="checkbox"/>
Name	Social Security #	DOB	
_____	_____	_____	<input type="checkbox"/>
Name	Social Security #	DOB	
_____	_____	_____	<input type="checkbox"/>
Name	Social Security #	DOB	
_____	_____	_____	<input type="checkbox"/>
Name	Social Security #	DOB	

## III. Address & Contact Information:

Note: Most correspondence from LSW is sent via email. This includes appointment status, product and policy information, commission rates, etc. An email address is a requirement for appointment.

Email Address: \_\_\_\_\_

### Home Address (of individual applicant or primary principal of business entity):

Street \_\_\_\_\_ Street Line 2 (if necessary) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone Number: \_\_\_\_\_ Cell Phone Number: \_\_\_\_\_

**Business Mailing Address:**

Street (max 25 characters)

Street Line 2 (if necessary)

City State Zip

**Business Physical Address: (if different than above)**

Street (max 25 characters)

Street Line 2 (if necessary)

City State Zip

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

Business Fax Number: \_\_\_\_\_

**Communication Preference** - If correspondence is mailed, please indicate which address should be utilized:

Home Address  Business Mailing Address

**IV. State License Information:**

Individual Agent Resident Insurance License #: \_\_\_\_\_ State Issued: \_\_\_\_\_ NPN # \_\_\_\_\_

Business Entity Resident Insurance License #: \_\_\_\_\_ State Issued: \_\_\_\_\_ NPN # \_\_\_\_\_

Check any non-resident state you are licensed in and wish to hold an LSW appointment. License for these states must be in the name of the individual/business entity with whom the LSW Agreement is being approved. (LSW pays only for resident state appointments. You will receive an email for any fees required that must be paid before appointment is submitted to the state):

- AL  AK  AZ  AR  CA  CO  CT  DE  FL  GA  HI  ID
- IL  IN  IA  KS  KY  LA  ME  MD  MA  MI  MN  MS
- MO  MT  NE  NV  NH  NJ  NM  NC  ND  OH  OK  OR
- PA  RI  SC  SD  TN  TX  UT  VT  VA  WA  WV  WI
- WY  DC

Do you have a NASD license?  Yes  No Broker/Dealer Name: \_\_\_\_\_ CRD#: \_\_\_\_\_

**V. Compliance:**

Please answer all questions accurately. If yes, explain in the "Additional Compliance Remarks" section below and submit any supporting documentation regarding final order.

1. Has your application for a bond ever been declined? If yes, by whom?  Yes  No
2. Have you ever received or do you anticipate receiving disciplinary action from any insurance department?  Yes  No
3. Have you or any business entity in which you held an interest ever been investigated, penalized or fined, had a license (insurance or securities) refused, suspended or revoked by a company, state insurance dept., NASD, SEC, or State Commissioner or any other regulatory agency or governmental authority?  Yes  No
4. Have you ever been convicted of or pled guilty or no contest to a criminal offense involving dishonesty, Breach of trust, or an offense under sections 1033 or 1034 of Title 18 of the United States Code, or under the Violent Crimes Act?  Yes  No

Additional Compliance Remarks:

\_\_\_\_\_  
\_\_\_\_\_

## VII. Commission Payments:

EFT payment is required for approving new applications. There is a \$350.00 minimum payable amount for a paper check to be issued. There is no minimum for direct deposit of commissions.

Name on Account: \_\_\_\_\_

Bank Name: \_\_\_\_\_ Bank Phone Number: \_\_\_\_\_

Bank Address: \_\_\_\_\_

Routing #: \_\_\_\_\_ Account #: \_\_\_\_\_

It may take up to two payment cycles to open or change an EFT agreement. Your commission statement will be available the 2<sup>nd</sup> business day following the close of the commission payment cycle.

I authorize LSW to deposit my commissions directly into the above account. I also authorize LSW to debit my account for any deposit they have made in error.  I AGREE

**NOTE: Please scan and attach a copy of a voided check. Otherwise, fax a copy to 214-638-9162 Attention: Commission Administration.**

## VIII. Certification, Acknowledgement, and Authorization:

I understand that this application will form a part of any Agent's Agreement with LSW and the information provided herein is, to the best of my knowledge, an accurate statement of fact. I further understand that if any response given by me in this application is found to be incorrect or incomplete, it will be grounds for termination at the sole discretion of LSW.

As part of the appointment process LSW is required by Federal Law to conduct background investigations, which include reports on credit and criminal history. I hereby authorize LSW to conduct an investigation concerning my character, general reputation, credit and personal traits. I release from all liability any person and/or organization that provides LSW with information regarding me ("Investigatory Information"). I authorize LSW to provide the Investigatory Information to any person/organization that has recruited me to LSW and/or to each person/organization in the LSW commission hierarchy to whom I am assigned. I understand that LSW may deny my request for appointment if my background does not meet its standards. I further understand I may appeal such attempt for denial for which does not guarantee approval.

### W9:

(1) Check the appropriate box:

Individual/Sole Proprietor  Partnership  Corporation  Other

Under the penalties of perjury, I certify that:

(2) the number shown on this application is my correct taxpayer identification number;  Yes  No

(3) the IRS has never notified me that I am subject to backup withholding, or has notified me that I am no longer subject to such withholding or I am exempt from such withholding; and  Yes  No

(4) I am a U.S. person (including a U.S. resident alien).  Yes  No

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

I, \_\_\_\_\_, authorize BHC marketing to complete the LSW online contracting on my behalf.

Social Security #: \_\_\_\_\_

Date of birth: \_\_\_\_\_

\_\_\_\_\_  
Agent Name

\_\_\_\_\_  
Agent Signature

\_\_\_\_\_  
Date