

SENTINEL ***CONTRACTING INSTUCTIONS***

To ensure proper and timely contracting, please return **ALL** of the following:

1. Complete pages 1-7 of the Agent/Agency application—signature required on page 7
- 2 .Complete EFT form—it is required for this carrier
3. **Read pages 1-4 of the AML policy, complete and sign page 5**
4. Signed and Completed **W-9 Form.**
5. Copy of current individual insurance license and/or corporate license for each state in which you are requesting to be licensed, write business or will receive override commission.
6. **E&O is required**
7. Signed and Completed **Agent Indebtedness Agreement (sign back page).**

bhcmarketing

FAX: 775-261-9088

e-mail: licensing@bhcmarketing.com

Phone: 800-201-0224 option 2

Free Website

1

2

Contract with any two of our carriers and close a modest amount of annuity business 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) Call for details!

URGENT!!! THIS IS A REQUIREMENT THAT MUST BE MET PRIOR TO SELLING!!!

Please be advised that Sentinel requires product training for states that have adopted the NAIC Suitability in Annuity Transactions Model Regulation.

You must complete product training **PRIOR TO SOLICITING BUSINESS.**

This training can be accessed through the agent tab of www.sentinelife.org.

-On the right side of the page is a green "Quick Links" box with a link labeled "LIMRA Training for Agents".

-Once the agent clicks on this link he/she can register. If an agent has an existing LIMRA account, they can log in under their current account.

-Registration requires certain pieces of information noted with a red asterisk including the agent's NPN number. If the agent doesn't know their NPN number, there is a link next to that box to help them identify their NPN number.

-Agent will need to select the states he/she holds an annuity license in and then create a password. The password must contain at least one letter and one number.

-When registration is complete, the agent's NPN number becomes the log in for all future access in the website.

-Agent may now either upload a copy of their NAIC certificate (if completed through another vendor) or take an approved course online for a nominal fee. The product-specific training requirement, which should only take about 10 minutes to complete, can also be accessed through this website. At the end of the product training, make sure the agent clicks the radio button verifying they have completed the training, as this is how we verify compliance.

If there is any question or problem with the website, please contact ngibson@aiasvcs.com or call the help line at 1-888-577-5522.



AGENT MARKETING KIT - CHECKLIST

NEW AGENT

- Letter from marketer relating to Sentinel's Med Supp, Life, and Annuity products
- Contract
- Commission Schedules
- Copy of current license(s)
- W-9
- EFT Information
- Hierarchy Sheet

EXISTING AGENT

Adding Annuity Line

- Sign annuity commission schedule

REGULATORY REQUIREMENTS

ERRORS & OMISSIONS INSURANCE

- Proof from carrier. Sentinel requires agent to carry a minimum of 1 Mil/1Mil coverage and strongly recommends coverage for a B++ Insurance Company.
- If no insurance, agent can access Sentinel's website for a link to purchase coverage.

AML TRAINING

- Proof of training from LIMRA within the past 2 years.
- If no training, agent can access Sentinel's website and link to LIMRA to complete AML training.
- This requirement has been met if the agent has an existing contract.

ANNUITY TRAINING

NAIC MODEL ACT – enacted 2010. If soliciting in Colorado, Iowa, North Dakota or Oregon, agent must complete annuity training for the following:

- **Content C.E.** – 4 Hours. Provide proof of training. Upload certificate to LIMRA. If none, agent can link to LIMRA on Sentinel's website for training. (\$5.00 LIMRA processing fee)
- **Product Specific Training** for Sentinel's Personal Choice Annuity

Other states will adopt this regulation in 2011. Update of states will be made available on Sentinel's website.



SENTINEL SECURITY LIFE INSURANCE COMPANY

AGENT/AGENCY APPLICATION FOR APPOINTMENT (revised 6/21/11)

Please Complete All Questions

Please Print or Type

Individual Data

Full Name _____
Last First Middle

Business Name (if different) _____

ADDRESSES (Check box for preferred mailing address)

Residence _____
Street City County StateZip+4

Business _____
Street City County StateZip+4

E-mail/s _____

TELEPHONES (Check box for preferred contact number)

Business Phone () _____ Fax # () _____

Cell Phone () _____ Residence Phone () _____

Date of Birth ____/____/____ Social Security #: _____

How long have you been an agent or broker? _____

Professional Designations: _____

Agency Data (Complete only if an Agency is being contracted)

Agency Name _____

Address _____
Street City County State Zip Code

Tax Identification # _____

How long have you been an agency? _____

What type of agency are you? Corporation Partnership Sole Proprietor D/B/A Disregarded entity

Who is the appointed agent officer with the Department of Insurance? _____

License Data Enclose a current copy of each state agent/agency insurance license (life and health) under which you will be selling Sentinel Security Life products.

Has a contract between you and Sentinel Security Life ever been terminated? No Yes If Yes, when? _____

General Information Please respond to all questions for you personally and any organization over which you have exercised control. If you answer "Yes" to any questions, you must attach an additional sheet explaining all relevant information and include supporting documents.

- Yes No 1. Do you have Errors & Omissions (E&O) coverage? (We require \$1million/\$1million for annuity sales)
- Yes No 2. Have you ever been convicted of any crime, other than minor traffic offenses?
- Yes No 3. Has any insurance company ever canceled any contract of employment or your agent's appointment for any reason other than non-production?
- Yes No 4. Does any insurer or agent claim that you are indebted to them under any agency contract or otherwise? If "yes," give amount of debt and how the debt will be repaid.
- Yes No 5. Have you ever been refused an original or renewal license or had a license suspended or revoked or terminated for any type of insurance license by any state?
- Yes No 6. Have you ever been fined or had disciplinary action taken against you with any Department of Insurance?

2121 South State Street, Salt Lake City, UT 84115 Phone: 801-484-8514 Toll-free: 800-247-1423

The Life and Annuity Shop LLC MBA3000000

- Yes No 7. Are you currently involved in any litigation or are there any unsatisfied judgments or liens (including state or federal tax liens) against you?
- Yes No 8. Do you currently have a pending bankruptcy or have you ever declared bankruptcy?
- Yes No 9. Within the past 10 years, have you ever had a complaint filed against you that resulted in a fine, penalty, cease or desist order, censure or consent order?
- Yes No 10. Have you ever defaulted on a (a) promissory note, or (b) any other debt, including consumer or credit card debt?

I certify, under penalty of perjury, that all answers and responses to questions and inquiries contained in this application are true, correct and complete. I further certify that I have read and am familiar with the sections of the insurance code for the state/s in which I am seeking appointment and that I am withholding no information which would affect my qualification for this appointment with Sentinel Security Life Insurance Company (Sentinel). I acknowledge that Sentinel has informed me that it may obtain consumer reports, reports of insurance department regulatory actions, and conduct investigative reports and background investigations on me or this agency for licensing purposes, initial and renewal state appointments, and at any other times Sentinel, at its discretion, deems necessary. I expressly authorize Sentinel to conduct these investigations and obtain consumer and credit reports and hereby authorize all persons and entities (including past and present employers) to provide Sentinel all requested information. I authorize Sentinel to use these reports and to provide them and any other pertinent information to all third parties where the third parties' legal interests and/or obligations are involved. I also authorize Sentinel to distribute any financial, business, legal, tax or work performance history regarding me or this agency that it receives from third parties or which is generated by Sentinel's data source that is not part of the investigative report, to all third parties including but not limited to agents or agencies that assume my debt balance responsibilities. By my signature below, I hereby release any individual or institution, including its officers, employees, or related personnel, both individually and collectively, from any and all liability for damages of whatever kind, which may, at the time, result to me, as a result of conducting any investigation and/or using said information or as a result of compliance with this authorization and request to release information or any attempt to comply with it. A copy of this authorization is as valid as the original. I understand that if contracted, this authorization will remain valid as long as I am contracted with Sentinel. Sentinel obtains consumer reports from : First Advantage Corporation, 100 Carillon Parkway, Suite 100, St. Petersburg, FL 33716.

Residents of **California, Minnesota and Oklahoma** have a right to request a copy of the consumer report which will disclose the nature and scope of the report. Yes, please provide me a copy of the consumer report.

I certify that I have reviewed this application and acknowledge that this application will form a part of my agent agreement with Sentinel. I further understand that if any information provided in this application is found to be incorrect or incomplete, it may be grounds for rejecting this application or for termination of my contract, all in the sole discretion of Sentinel. I understand Sentinel will accept business from me upon completion and acceptance of the Agent Appointment Packet from the Home Office.

I have completed all necessary forms and submitted all fees and a copy of my current insurance license/s.

→
Sign
Here

Signature of Applicant _____
Date

The General Agent accepts all responsibility for the applicant Agent and sponsors him as an Agent for Sentinel Security Life.

General Agent – PRINT NAME
(Direct Upline)

General Agent – SIGNATURE _____
Date

Sentinel Agency Director – SIGNATURE _____
Date



SENTINEL SECURITY LIFE INSURANCE COMPANY AGENCY CONTRACT (revised 1/6/10)

THIS AGREEMENT made and effective this ____ day of _____, _____ between SENTINEL SECURITY LIFE INSURANCE COMPANY, a Utah corporation, whose home office is situated at 2121 South State Street, Salt Lake City, Utah 84115, hereinafter called the "Company", and

of _____ County, State of _____, hereinafter referred to as the "Agent".

The Agent is: an individual, a partnership, a disregarded entity, a corporation organized under the laws of the State of _____.

WITNESSETH: That these two Parties agree to transact business upon the following terms and conditions:

AUTHORITY TO SOLICIT. The Agent is hereby authorized to solicit applications for insurance and annuities for the Company; both personally and through properly licensed Sub-Agents appointed and assigned by the Company to the Agent from time to time.

SUB-AGENTS. The Agent has the authority to recruit, and recommend for appointment to the Company, other Agents and or Agencies. Those who are appointed by the Company, in its discretion, are referred to below as "Sub-Agents". The Agent, agrees to use his best efforts to ensure that any Sub-Agent appointed on his recommendation is properly trained and supervised, and shall be responsible for such Sub-Agent's faithful performance of his contractual obligations with the Company.

GENDER and NUMBER. Any references in this Contract to gender is not limited to that gender but is intended to apply to either gender or to any legal entity not having a gender. The number of all words shall include the singular and the plural.

DUTIES. The Agent shall promote and safe-guard the best interests and good name of the Company; shall fairly, truthfully and properly represent the Company and its products and services; and shall faithfully perform, in an ethical and professional manner, all the duties within the scope of the appointment under this Contract. In particular, but without limitation, the Agent agrees to perform the duties set forth below:

Knowledge. Agent shall read and become familiar with all state insurance laws, the provisions of all the Company's insurance policies and attend the Company's sponsored training sessions as deemed necessary by the Company.

Conformity with law. Agent agrees to comply with all civil and criminal laws and statutes and with state insurance laws, regulations and policies.

Company Rules & Regulations. Agent shall strictly observe each and all the rules, regulations, policies, procedures and requirements set forth periodically by the Company.

Disclosure & Notification. Agent will promptly make known and available to the Company all information which comes into Agent's possession or knowledge at any time concerning the underwriting of a risk, or of Agent's or Sub-Agent's suitability to perform or failure to perform any provision of this Contract. Agent shall promptly notify Company upon receiving notice of potential, threatened, or actual litigation or any regulatory inquiry or complaint with respect to this Agreement or any Product. Company shall have final decision-making authority to assume the administration and defense of any such action. A copy of the correspondence or document received shall accompany each notice

Licenses. Agent, at Agent's cost and expense, will keep in good standing all licenses that are required to solicit applications for policies to be issued by the Company.

Bond. The Agent shall, on demand by the Company, maintain a surety bond or Errors and Omissions policy satisfactory to the Company.

Collection & Transmittal. For each application of insurance or annuity, the Agent shall collect the first full premium in check or money order or equivalent, and shall promptly pay said premium over to the Company, and deliver said premium and all applications to the Company in whatsoever manner the Company shall direct. Agent agrees that he/she holds any funds collected for the Company in trust for the Company and agrees to keep any such funds separate and shall pay the same, without offsets or deductions, as the Company shall direct.

Delivery. Unless prohibited by state law, Agent agrees not to deliver a policy unless Agent can reasonably determine that the proposed insured is in as good health as at the time of application, and unless the first premium has been fully paid. Agent agrees to return to the Company's home office any policy which cannot be delivered, for any reason, within thirty (30) days of the date on the policy.

Servicing. Agent will provide for all usual and customary services, and provide any customary assistance, to insureds and policyholders.

Records. Agent shall keep regular and accurate records of all transactions related to this Agreement for a period of at least five years from the date of such transactions, or longer if required by federal or state law or regulation; and Company shall have the right, during normal business hours and with reasonable notice, to inspect, audit and make copies from the books and records of Agent for the purpose of verifying Agent's compliance with the provisions of this Agreement.

TERRITORY. The Agent and his Sub-Agents may solicit applications for insurance only in territories approved by the Company in which they and the Company are duly licensed and authorized to conduct business.

LIMITATION OF AUTHORITY. All powers and authority granted to Agent are limited to only those expressly provided under this Contract, and shall continue only during the duration of this Contract and shall terminate on the date of termination hereof. The Agent has no authority to:

Alteration. Alter, modify, waive, discharge or change any of the terms, rates or conditions of the Company's policies or contracts

Expense or Liability. Incur any expense or liability on account of, or otherwise bind the Company without specific prior written approval from the Company

Premium Payments and Reinstatement. Extend the time for payment of any premium or waive any premium, or bind Company to reinstate any terminated contract, or accept payment in any form other than a customer check or money order payable to the Company or other method authorized by Company.

Respond in Connection with Proceeding. Institute or file a response to any legal or regulatory proceeding on behalf of Company in connection with any matter pertaining to this Agreement or any Product, without Company's prior written consent.

Replacement. Replace any existing insurance product or annuity contract unless the replacement is in compliance with all applicable laws and regulations and is in the best interest of the customer. The decision whether to replace an insurance product or annuity contract should be made by the customer. To help the customer make a decision regarding any proposed replacement, Special Agent must provide the customer with full disclosure (both positive and negative) of all relevant information.

Misrepresentation. Misrepresent any provision, benefit, or premium of any Product.

Endorse. endorse checks payable to the Company.

Other. Any act other than as expressly authorized herein.

RELATIONSHIP. The relationship between the Company and the Agent shall be that of independent contractors, and not that of employer and employee, partners or joint venturers. The Agent shall be free to exercise independent judgment as to the time and manner in which he may perform the services authorized to be performed under this Contract, but the Company may from time to time prescribe rules and regulations with respect to the conduct of the business covered hereby, not interfering with such freedom of action of the Agent, which rules and regulations the Agent will conform to and observe.

COMMISSIONS. During the term of, and subject to the provisions of this Contract, and subject to the rules and regulations of the Company, the Agent shall be entitled, as full compensation for all of his services and expenses hereunder, those commissions as set forth in the Schedule of Commissions attached hereto and incorporated herein by reference, on all business produced by him personally or by his Sub-Agents and paid for in cash or equivalent to the Company at its home office in Salt Lake City, Utah, less Commissions due his Sub-Agents by reason of any contract which any Sub-Agents holds with the Company. This Schedule may be modified periodically by the Company upon 30 days written notice. Such changes will not be retroactive but will apply only to applications received on or after the effective date of change. Agent specifically recognizes and accepts responsibility for payment of any taxes levied by federal, state or local authorities as a result of compensation arising hereunder.

VESTED COMMISSIONS. If this Contract is terminated by the Company or the Agent, or should the Agent die or become totally disabled while this Contract is in force, he, or in the case of his death, his heirs or legal representatives shall, except as hereinafter provided in this Contract, receive commissions that accrue under the provisions of this Contract, if any.

COMMISSION CHARGE-BACKS AND REFUNDS. Should the Company for any reason refund any premium on any policy secured hereunder, then the Agent shall repay, on demand, any commissions received on that premium. A failure to repay these commissions is agreed to constitute authorization for the Company to offset such amounts against any commissions due the Agent on any policy secured hereunder.

TRANSFER OF COMMISSIONS. Whenever a Sub-Agent, secured by an Agent pursuant to this Contract, fails to be entitled to the Renewal Commissions to which he would have been otherwise entitled under his Contract with the Company, all such

Renewal Commissions shall, during the continuance of this Contract, be paid to the Agent, providing the Agent continues to service the Sub-Agent's business in force with the Company and makes a diligent effort to conserve such business. A failure to comply with this provision will deny the Agent the right to any such Renewal Commissions and the Company will assign another agent to service the business and collect the commissions.

EXPENSES. The Agent shall pay all expenses incurred by him or his Sub-Agents in the performance of this Contract and, when requested by the Company, shall furnish a bond of indemnity in such form and amount as may be approved by the Company. Any such expenses not paid by the Agent may be offset by the Company against any commissions payable to the Agent or Sub-Agents.

ADVERTISING. If Agent requests the Company do advertising, Agent agrees to reimburse the Company the agreed cost of such advertising. Agent may prepare and distribute advertising materials, at his/her own cost, provided that the same are approved by the Company and by the governmental authorities of all states or territories in which the materials are distributed. Agent recognizes that the Company retains a proprietary interest in any such advertising material that uses the name of the Company or any of its products, and any leads resulting therefrom shall be private material subject to the Privacy provisions of this Agreement. Agent agrees to not advertise or publish any matter or thing concerning the Company or its policy without filing a proposed copy of such material with the Company and obtaining approval, signed by an Officer of the Company.

TRAINING & ADVERTISING MATERIALS. If any training materials, sales ads or similar services are furnished to the Agent by the Company, it is for the purpose of assisting the Agent, and not to control the Agent. Such materials are considered to be proprietary information and the intellectual property of the Company. Agent will return all materials to the Company upon request or termination of this Contract. Agent acknowledges that unauthorized retention or disclosure of this information or materials will damage the Company.

LIABILITY. The Agent shall be jointly and severally liable, with each Sub-Agent, to the Company for the payment of all monies due from the Agent or his Sub-Agents, or debit balances on the account of the Agent or his Sub-Agents, or debit balances resulting from loans to the Agent or Sub-Agents from the Company. The Company's books and records shall be prima facie evidence of such debit balances or loans due. The Agent hereby assigns to the Company, with recourse, as collateral for all such monies due or debit balance or loans, all amounts due and to become due to the Agent from each Sub-Agent or from the Company, and all notes of Sub-Agents in favor of the Agent. The Agent agrees to execute all other documents required of him by the Company in order to properly evidence and effectuate such assignments, and to guarantee the legal enforceability thereof.

INDEBTEDNESS. Unless otherwise specifically provided, all debts due to the Company, including advances to the Agent or his Sub-Agents against commissions or other compensation, are payable upon demand and are not recoverable solely from commissions or other compensation.

The Company may at any time offset any debt or debts due from the Agent to the Company arising from his transactions under this or any previous or subsequent contract against any commission or other compensation due or to become due him from the Company and any and all affiliates of the Company.

ASSIGNMENTS. No assignment of any commission or any other monies, or any portion thereof due to or to become due the Agent hereunder shall be valid unless authorized in advance and in writing by an Officer of the Company. Any assignment so authorized shall be subject to any and all indebtedness of the Agent or his Sub-Agents to the Company then existing or thereafter accruing.

MONTHLY ACCOUNTING. The Company shall furnish the Agent with a monthly statement on a timely basis indicating all premiums collections, commissions earned and payments made to the Agent. The Agent shall notify the Company of all possible errors in the accounting statement within ninety (90) days of the closing of the monthly accounting period. A failure to give such notification shall be considered a waiver of the right to object to such accounting by the Agent.

TERMINATION. This Contract shall terminate on the earliest of the following dates:

- a. The date of death, dissolution, liquidation, bankruptcy, insolvency, or total and permanent disability, of any Party to this Contract;
- b. The date specified in a notice of termination which may be given by the Company, such date being not less than thirty (30) days from the date the notice is delivered personally or is mailed to the last known address of the Agent;
- c. The date of any material violation by the Agent of any term or condition of this Contract;
- d. The date the Agent does any of the actions described below in "Termination of Vested Commissions" paragraph:

TERMINATION OF VESTED COMMISSIONS. If the Agent or Sub-Agent at any time: (1) withholds or embezzles Company funds, (2) performs any fraud or dishonesty against the Company or its policyholders; (3) induces or attempts to

induce policyholders of the Company to lapse, replace, or otherwise terminate their policies, (4) induces or attempts to induce any Agent or Sub-agent to leave the Company's service, (5) suffers a termination of his license for cause by the Insurance Department of any state, or (6) fails to pay on demand any monies due the Company or any affiliate of the Company, his right to all commissions or other compensation thereafter payable under this Contract, under any prior contract, and under any other contracts then in force with the Company may be terminated by the Company.

EFFECT OF TERMINATION. Upon any termination of this Contract, any and all of Agent's obligations to the Company shall mature, accelerate and become immediately due and payable in full, and Agent shall immediately and without further notice return to the Company all then undelivered policies and all other Company and Private materials and property in the possession or under the control of Agent. Upon termination, Agent shall have no further authority to Solicit business for the Company, nor to Recruit Agents, nor to collect money for the Company, nor to represent the Company in any manner; but all other provisions of this agreement shall survive its termination.

If, subsequent to termination of this Contract, Agent shall misappropriate or impair any funds or property of the Company or any funds received on account of the Company, or fail to remit any funds due or property of the Company within ten (10) days after receipt of demand therefore, the Company shall be fully and completely discharged with respect to any and all its obligations under this Contract, including, but not limited to, the payment of any commissions.

PRIVACY. Agent agrees to keep all non-public personal and confidential information private and to have such personnel, training, facilities and procedures in place to comply with all laws and regulations. All lists of insureds, leads, contacts, materials, sales aids, agent's manuals, records and so on are proprietary and confidential and are not to be provided to anyone other than Company agents without written Company consent.

NOTICE. Any written notice required under this Contract shall be deemed received on the date mailed, if sent properly addressed to the last known address of the other party by prepaid certified mail, return receipt requested and, if otherwise given, on the date actually received.

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

WAIVER. The failure or forbearance or neglect of the Company to insist upon the strict performance of any provision of this Contract or of any rule or regulation of the Company shall not be construed as a waiver thereof, but such provisions, rules and regulations shall continue to be in full force and effect.

ENTIRE AGREEMENT. This Agreement and other written documents executed by the parties hereto contain the entire agreement between the parties and there are no verbal representations, warranties, or agreements of any kind whatsoever. This agreement supersedes and replaces any and all other agreements between the Agent and the Company relating to the same matters. However, all financial obligations of the Parties to each other under any such prior contract(s), including debit balances, other debts, liens, rights to offset, and the obligation to pay commissions, still exist and will be combined and merged with similar obligations under this Contract

AMENDMENT. No term or provision of this Agreement may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. No such modification or change will bind the Company, unless it is in writing signed by an officer of the Company, and expresses an intention to modify or change this Contract.

COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

GOVERNING LAW. To the fullest extent controllable by our stipulation, this Contract shall be construed in accordance with the laws of Utah applicable to contracts performed entirely within the State. All sums or amounts due or to become due to either party are payable in Salt Lake City, Utah. Any interpretation of the language, intent, performance or obligation of this Contract shall be done in accordance with the laws of the state of Utah.

JURISDICTION, VENUE, ATTORNEY'S FEES AND COSTS. The Agent agrees that he shall be responsible for all costs including reasonable attorney fees, if any, incurred in the collection of any outstanding loan balances, debit balances, or account balances, accruing pursuant to this Contract and further agrees to the jurisdiction of any court of competent jurisdiction in Salt Lake County, Utah for purposes of resolving any conflicts under this Contract or for the purposes of allowing the Company to recover any amounts owed, including amounts loaned subsequent to the execution of this Contract. The Agent knowingly waives any objection to venue or the jurisdiction of the court.



Sentinel Security Life Insurance Company
 Administrative Office
 PO Box 16960
 Clearwater, FL 33766-6960
 FAX: 727-791-0447

Check Deposit Authorization

I, the undersigned, do hereby authorize Sentinel Security Life Insurance Company and its affiliates to deposit my check as indicated below. This authority is to remain in full force and effect until Sentinel Security Life Insurance Company and its affiliates has received notification in writing from me of its termination in such time and in such manner as to afford Sentinel Security Life Insurance Company and its affiliates a reasonable opportunity to act on it. In no event shall it be effective with respect to entries processed prior to receipt of notice of termination.

I understand, this is not an assignment of commissions.1099's will continue to be issued to the commission owner.

A VOIDED CHECK MUST BE ATTACHED TO VERIFY ACCOUNT NUMBER.

New or Change Account

Name of Bank _____

Bank Routing Number _____

Checking Account No. _____

or

Savings Account No. _____

Is This Electronic Deposit For:

Company or Individual (check one)

Printed Name _____

Signature _____



Sign Here

Tax ID or Social Security Number _____

*Electronic Deposit is not available for all products. Please contact Sales Support for exclusions 800-247-1423

PLEASE REMEMBER TO ATTACH A VOIDED CHECK TO VERIFY ACCOUNT NUMBER

Voided Check # 112235

Pay to the order of _____ Dollars

For _____

VOID



Sentinel Life

2121 South State Street – Salt Lake City, Utah 84115

Telephone: (801) 484-4040

Facsimile: (801) 484-2459

Sentinel Security Life Insurance Company Agent Anti Money-Laundering Policy

INTRODUCTION:

The USA PATRIOT ACT Pub. Law 107-56(2001) “Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act was enacted in order to better protect the financial services industry from potential abuse by criminals and terrorists. Among other things, the Act requires insurance companies to establish anti-money laundering programs and the Department of the Treasury to set standards for these programs. The Treasury Department and its Financial Crimes Enforcement Network have issued regulations requiring insurance companies to establish an anti-money laundering program and to report suspicious transactions. In this program insurance agents and brokers are expected to play an important role.

THE DEFINITION OF MONEY LAUNDERING:

Money Laundering: Money Laundering is a varied and often complicated process that can, but does not always, involve cash transactions. Illegally-obtained money is filtered through a series of transactions that eventually make the money appear to be obtained from "clean", or legal, activities. The money laundering process has been described as having three phases that often overlap:

Placement- Injecting ill-gotten proceeds, including cash, into the financial system through transactions such as bank deposits.

Layering- Separating illicit proceeds from their criminal source through complex financial transactions.

Integration- Putting the proceeds back into circulation in the economy, with the appearance of legality.

TERRORIST FINANCING

Terrorist Financing: Terrorist financing involves the use of money, which may be lawfully obtained, to fund illegal activities. Because the transactions often have a legitimate origin and can often involve small amounts of money, terrorist financing can be more difficult to identify than money-laundering activities. However, an effective anti-money laundering program can help prevent the use of legal funds for terrorism activities.

AGENT RESPONSIBILITIES

Role In Gathering Information:

Insurance agents are an integral part of the insurance industry due to their contact with applicants. As a result, the agent will often be in a critical position of knowledge as they have direct contact with applicants and are thus often in the best position to gather information and detect suspicious activity.

General responsibilities will include:

1. Obtaining and providing a complete and accurate application and all other documents.
2. Cooperation with the Compliance Officer: Dan Acker
Address: 2121 South State, Salt Lake City, UT 84115
Telephone Number (800) 247-1423 ext 4018
3. Reporting Suspicious Activities

IDENTIFYING RED FLAGS AND REPORTING SUSPICIOUS ACTIVITIES

As agents, you are often in the best position to detect suspicious activity. To help in determining what consists of suspicious activity below is a list of "**Red Flags.**"

Examples of Red Flags are:

1. Policy owner or applicant exhibits unusual concern about the insurance company's compliance with Government reporting requirements or its AML policies, particularly with respect to his or her identity, type of business and assets, or is reluctant or refuses to reveal information concerning business activities, or furnishes unusual or suspect identification or business documents.
2. Policy owner wishes to engage in transactions that lack business sense or apparent investment purpose, or are inconsistent with stated business strategy.
3. The information provided by the customer that identifies a legitimate source for funds is false, misleading, or substantially incorrect
4. Policy owner exhibits a lack of concern regarding investment risks, commissions, surrender charges, sales charges, or other transaction costs.
5. Upon request the customer refuses to identify or fails to indicate any legitimate source for his or her funds and other assets.
6. The policy owner appears to be acting as an agent for an undisclosed principal, but declines or is reluctant, without legitimate commercial reasons, to provide information or is otherwise evasive regarding that person.
7. Policy owner or applicant has difficulty describing the nature of his or her business or lacks general knowledge of his or her industry; in the case of a business account.
8. Policy owner or applicant is from, or maintains accounts or policies in a Financial Action Task Force non-cooperative jurisdiction or a Financial Crimes Enforcement Network designated jurisdiction of Primary Money Laundering Concern. New business in any way involves individual, entities, or countries on the Office of Foreign Assets Control list.

9. The customer engages in transactions involving cash or cash equivalents or other “monetary” instruments that appear to be structured to avoid the \$5,000 government reporting requirements, especially if the cash or monetary instruments are in an amount just below reporting or recording thresholds. Currently \$5,000 for a Suspicious Activity Report.

10. For no apparent reason, the applicant has multiple accounts under a single name or multiple names, with a large number of inter-account or third-party transfers.

11. Policy owner or customer makes a premium payment or deposit followed by an immediate request that the funds be wired out or transferred to a third party or another firm, with no apparent business or other purpose

12. Policy owner requests that a transaction be processed in such a manner to avoid the insurance company's normal documentation protocols.

13. Sentinel experiences inflow of funds well beyond the known income or resources of the policy owner or customer.

14. Request is made for disbursements to be made payable to an agent or third party other than another financial institution.

15. Withdrawal, loan or surrender request is preceded by, or accompanied by, an address change.

METHODS OF PAYMENT

Suspicious Methods of Payment: Certain forms of payment, including cash, money orders, traveler's check and bank checks can be used in the placement phase of a money laundering scheme. In order to eliminate possible money laundering schemes, the goal is to reduce the chances that we will be involved in a money laundering scheme. Because agents and brokers often collect the first premium payment due under a policy, it is the responsibility of agents to inform applicants of these rules and enforce them.

VERIFICATION OF FUNDS AND IDENTITY

Verification of Funds: If a applicant provides a form of payment that is cash, money orders, traveler's checks or bank checks, agents should inquire further about the source of the funds, i.e. where did the funds come from?

Verification of Identity. For applicants who are natural persons or the sole proprietor of a business, the agent or brokers must obtain and record the following information before a policy can be issued:

1. NAME
2. ADDRESS
3. DATE OF BIRTH

In order to comply with Sentinel Security Life Insurance Company's verification of identity:

1. Request an unexpired government-issued form of identification bearing a photograph.
2. Confirm that the photograph matches the applicant.
3. Confirm address, date of birth, and other personal information. Record the identifying information from the identification.

Applicants who resist providing the necessary documentation and information, as described, or who appear to have provided false or misleading information, or information that cannot be verified, contact the Compliance Officer. SECURITY LIFE INSURANCE COMPANY will then make a risk-based decision as to the quality of the information available and the circumstances of the client interaction.

ASSEMBLING INFORMATION AND CONFIDENTIALITY

Information for Suspicious Reporting: As agents, it is crucial that the information about suspicious activity be reported to the Compliance Officer in a timely manner. The Compliance Officer may request additional information from you as an agent in order to complete a Suspicious Activity Report (SAR). Please obtain this information as quickly as possible, and ensure its accuracy.

Confidentiality: The fact that a SAR has been filed or considered, and the contents of any SAR that has been filed, are strictly confidential. The Compliance Officer has the sole responsibility for responding to any inquiry regarding the subject matter of any SAR. Any agent must not, under any circumstances, disclose the fact that a SAR has been filed, or considered, or the contents of a SAR, to the subject of a SAR or to any other person.



Sentinel Security Life Insurance Co.

2121 South State Street - Salt Lake City, Utah 84115

Telephone: (801) 484-4040

Facsimile: (801) 484-2459

By my signature below I certify that I have read Sentinel Security Life Insurance Company's ANTI MONEY LAUNDERING program that complies with the guidelines required by the Pub. Law 107-56(2001) "Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA Patriot Act) This document will be held in my agent file as evidence of my acknowledgement of my responsibilities as a licensed agent with Sentinel Life Insurance Company.

_____ Please Print your Name

_____ Date

_____ Sign Here _____ Agent Signature _____ Agent Number

Required:

Anti money Laundering (AML) Certification? Yes NO

If Yes, Check Box LIMRA Completion Date: ___/___/___

OTHER (if "other" Please attach a copy of your certificate of completion.)



SENTINEL SECURITY LIFE INSURANCE COMPANY

HIPAA AGENCY CONTRACT PRIVACY ADDENDUM (revised 12/16/09)

I. GENERAL PROVISIONS

Section 1. Effect. The terms and provisions of this Addendum are incorporated in and shall supersede any conflicting or inconsistent terms and provisions of the Contract to which this Addendum is attached, including all exhibits or other attachments thereto and all documents incorporated therein by reference (this "Agreement"), effective as of _____ (date). Any ambiguity in this Addendum shall be resolved to permit the Company to comply with the Privacy Standards.

Section 2. Amendment. Agent and the Company agree to amend this Addendum to the extent necessary to allow either Agent or the Company to comply with the Privacy Standards (45 C.F.R. Parts 160 and 164), the Standards for Electronic Transactions (45 C.F.R. Parts 160 and 162) and the Security Standards (45 C.F.R. Part 142) (collectively, the "Standards") promulgated or to be promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and other applicable federal or state regulations or statutes. Agent and the Company will fully comply with all applicable Standards and other applicable federal or state regulations or statutes and will amend this Addendum to incorporate any material required by the Standards, such regulations or statutes.

Section 3. Definitions. Capitalized terms used herein without definition shall have the respective meanings assigned to such terms in Part IV of this Addendum.

II. OBLIGATIONS OF AGENT

Section 1. Use and Disclosure of Protected Health Information. Agent may use and disclose Protected Health Information only as required to satisfy its obligations under this Agreement, as permitted herein, or as required by law, but shall not otherwise use or disclose any Protected Health Information. Agent shall not, and shall ensure that its directors, officers, employees, contractors and agents do not, use or disclose Protected Health Information in any manner that would constitute a violation of the Privacy Standards if done by the Company, except that Agent may use Protected Health Information if necessary (i) for the proper management and administration of Agent, (ii) to carry out the legal responsibilities of Agent or (iii) to provide Data Aggregation services relating to the Health care operations of the Company. Agent hereby acknowledges that, as between Agent and the Company, all Protected Health Information shall be and remain solely the property of the Company, including any and all forms thereof developed by Agent in the course of fulfilling its obligations pursuant to this Agreement. Agent further represents that, to the extent Agent requests the Company to disclose Protected Health Information to Agent, such request is only for the minimum Protected Health Information necessary for the accomplishment of Agent's purpose.

Section 2. Safeguards Against Misuse of Information. Agent agrees that it will use all appropriate safeguards to prevent the use or disclosure of Protected Health Information other than pursuant to the terms and conditions of this Addendum.

Section 3. Agent's Duty to Mitigate. Agent agrees to mitigate to the extent practicable any harmful effect that is known to Agent of a use or disclosure of Protected Health Information by Agent in violation of this Addendum.

Section 4. Reporting of Violations. Agent shall, within thirty (30) days of becoming aware of any use or disclosure of Protected Health Information not provided for by this Addendum by Agent or any of its officers, directors, employees, contractors or agents, report such use or disclosure to the Company.

Section 5. Agreements by Third Parties. Agent shall enter into and maintain an agreement, with each agent and subcontractor that has or will have access to Protected Health Information, under which the agent or subcontractor is legally bound by the same restrictions with respect to Protected Health Information that apply to Agent pursuant to this Addendum.

Section 6. Access to Information. Within ten (10) days of a request by the Company for access to Protected Health Information about an individual contained in a Designated Record Set, Agent shall make available to the Company or, as directed by the Company, to the individual, such Protected Health Information. In the event any individual requests access to his or her Protected Health Information directly from Agent, Agent shall within two (2) days forward such request to the Company. Any denials of access to the Protected Health Information requested shall be the responsibility of the Company.

Section 7. Availability of Protected Health Information for Amendment. Within thirty (30) days of receipt of a request from the Company for the amendment of an individual's Protected Health Information or a record regarding an individual contained in a Designated Record Set, Agent shall provide such information to the Company for amendment and incorporate

any such amendments in the Protected Health Information as required by 45 C.F.R. § 164.526. Any denials of requested amendments shall be the responsibility of the Company.

Section 8. Documentation of Disclosures. Agent agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required of the Company to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

Section 9. Accounting of Disclosures. Within thirty (30) days of receipt of notice from the Company that it has received a request for an accounting of disclosures of Protected Health Information, other than disclosures excepted under 45 C.F.R. § 164.528 (a). Agent shall provide to the Company the information in Agent's possession that is required for the Company to make the accounting required by 45 C.F.R. § 164.528 (b) and (c). At a minimum, Agent shall provide the Company with the following information for each disclosure; (i) the date of the disclosure, (ii) the name of the entity or person who received the Protected Health Information and, if known, the address of such entity or person, (iii) a brief description of the Protected Health Information disclosed, and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. In the event an individual's request for an accounting is delivered directly to Agent, Agent shall within two (2) days forward such request to the Company. Agent hereby agrees to implement an appropriate recordkeeping process to enable it to comply with the requirements of this section.

Section 10. Availability of Books and Records. Agent hereby agrees to make its internal practices, books and records including policies and procedures relating to the use and disclosure of Protected Health Information available to the Secretary for purposes of determining the Company's compliance with the Privacy Standards.

Section 11. Indemnification. Agent hereby agrees to indemnify and hold the Company, its employees, officers and directors harmless from and against any and all liability, payment, loss, cost, expense (including reasonable attorneys' fees and costs), or penalty incurred by Company, its employees, officers or directors in connection with any claim, suit, or action asserted against such entity or person resulting from the failure to fulfill any obligation of this Addendum by Agent, its agents or subcontractors.

Section 12. Insurance. The Company strongly encourages each Agent to obtain and maintain during the term of this Agreement liability insurance covering claims based on a violation of the Standards or any applicable state law or regulation concerning the privacy of Health information and claims based on its obligations pursuant to Section 9 of Part II of this Addendum in an amount not less than an amount sufficient to indemnify the company in the event of a breach. Such insurance should be in the form of occurrence based coverage and should name the Company as an additional named insured.

Section 13. Notice of Request for Data. Agent agrees to notify the Company within five (5) business days of Agent's receipt of any request, subpoena, or judicial or administrative order to disclose Protected Health Information. To the extent that the Company decides to assume responsibility for challenging the validity of such request, subpoena or order, Agent agrees to cooperate fully with the Company in such challenge.

Section 14. Injunction. Agent hereby agrees that the Company will suffer irreparable damage upon Agent's breach of its obligations under this Addendum and that such damages shall be difficult to quantify. Agent hereby agrees that the Company may file, and Agent will not contest, an action for an injunction to enforce the terms of this Addendum against Agent, in addition to any other remedy the Company may have.

III. TERMINATION OF AGREEMENT WITH AGENT

Section 1. Termination Upon Breach of Provisions Applicable to Protected Health Information. Any other provision of this Agreement notwithstanding, this Agreement may be terminated by the Company upon five (5) business days prior written notice to Agent in the event that Agent materially breaches any obligation of this Addendum and fails to cure the breach within such five (5) day period; provided, however, that in the event that termination of this Agreement is not feasible, in the Company's sole discretion, Agent hereby acknowledges that the Company shall have the right to report the breach to the Secretary.

Section 2. Return or Destruction of Protected Health Information upon Termination. Upon termination of this Agreement, Agent shall either return to the Company or destroy all Protected Health Information which Agent then maintains in any form. Agent shall not retain any copies of the Protected Health Information. Notwithstanding the foregoing, to the extent that the Company agrees that it is not feasible for Agent to return or destroy any Protected Health Information, the provisions of this Addendum shall survive termination of this Agreement and Agent shall limit any further uses and disclosures of such Protected Health Information to the purpose or purposes which make the return or destruction of such Protected Health Information infeasible.

Section 3. The Company's Right of Cure. The Company shall have the right to cure, at the expense of Agent, any breach of Agent's obligations under this Addendum. The Company shall give Agent notice of its election to cure any such breach and Agent shall cooperate fully in the efforts by the Company to cure Agent's breach. Agent shall pay for such services of the Company within thirty (30) days of receipt of the Company's request for payment.

Section 4. Transition Assistance. Following the termination of this Agreement for any reason, Agent agrees to provide transition services for the benefit of the Company, including the continued provision of its services required under this Agreement until notified by the Company that another provider of services is able to take over the provision of such services and the transfer of the Protected Health Information and other data held by Agent related to its services under this Agreement has been completed

IV. DEFINITIONS FOR USE IN THIS ADDENDUM

"Data Aggregation" shall mean the combining of Protected Health Information by Agent with the Individually Identifiable Health Information created or received by Agent in its capacity as a business associate of another covered entity to permit data analyses that relate to the Health care operations of the Company and the other covered entity.

"Designated Record Set" shall mean the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for the Company, or any other group of records maintained by or for the Company and used, in whole or in part, by or for the Company to make decisions about individuals. As used herein the term "record" means any item, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for the Company.

"Individually Identifiable Health Information" shall mean information that is a subset of Health information, including demographic information collected from an individual, and (i) is created or received by a Health care provider, Health plan, Health care clearinghouse (as those terms are defined in the Privacy Standards), or employer; and (ii) relates to the past, present, or future physical or mental Health or condition of an individual; the provision of Health care to an individual; or the past, present or future payment for the provision of Health care to an individual; and (a) identifies the individual, or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

"Privacy Standards" shall mean the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Parts 160 and 164.

"Protected Health Information" shall mean Individually Identifiable Health Information transmitted or maintained in any form or medium that Agent creates or receives from or on behalf of the Company in the course of fulfilling its obligations under this Agreement. "Protected Health Information" shall not include (i) education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. §1232g, and (ii) records described in 20 U.S.C. §1232g(a)(4)(B)(iv).

"Secretary" shall mean the Secretary of the United States Department of Health and Human Services. Except as specifically amended hereby, the Agreement shall remain in full force and effect.

With my signature, I acknowledge receipt of and agree to the terms of the Agent Privacy Addendum received from Sentinel Security Life Insurance Company.

AGENT:



*Sentinel Security
Life Insurance
Company*

Schedule of Commissions

***** This is not valid until signed by an Authorized Representative of the Company*****

All States			
Commission Rates New Business, Internal, & External Replacement			
		5 & 7 Year Annuity	
		Initial	Subsequent
Ages 0 - 80		2.25%	1.13%
Ages 81 - 90		1.50%	0.75%

		10 Year Annuity	
		Initial	Subsequent
Ages 0 - 80		2.75%	1.38%
Ages 81 - 90		2.00%	1.00%

X _____

Date: X _____

Agent's Signature (Required for existing agents)

This schedule will be made a part of your current commission schedule

***** This is not valid until signed by an Authorized Representative of the Company*****

Commission Rules

1. The commission rate is the rate that is in effect on the application date of the issued policy.
2. For Medicare Supplement and Medicare Select policies, the commission is calculated on the lesser of initial premium or paid premium. For Life Plans, the commission is based on the paid premium including the policy fees and is based on age at issue.
3. Medicare Part B deductible premium is not commissionable except for the State of Washington. Commission is not calculated on premium increases except for the State of Washington.
4. Policy/Application fees on Medicare Supplement and Medicare Select Plans are not commissionable. Policy/Application fees on Medicare Supplement and Medicare Select Plans are not applicable in the state of Arkansas.
5. Unearned commission within any policy year will be charged back on any premium refunded to the policy owner. On any policies for which commissions were advanced and for as long as you maintain an advance balance, you agree that if you, either directly or indirectly through a third party, cause or assist in causing, the lapse, rewriting, or replacement of any policy issued through the Company, you will pay damages to the Company equal to two times the annual premium of such policies written.
6. The commission for the Product is vested and may be credited to you after the termination date if (a) the policy related to the Product remains in force, (b) the premiums for the policy are credited to Company, and (c) you are the writing agent and you remain the producer of record.
7. Internal Replacements Medicare Supplement/Medicare Select. Commission will be calculated at 100% of the applicable commission rate when a new Sentinel Security Life Insurance Company Medicare Supplement/Medicare Select policy replaces an existing Sentinel Security Life Insurance Company Medicare Supplement/Medicare Select policy, and the producer of record does not change. The commission on the new internal replacement policy will be calculated based upon the policy year of the former policy.
8. For Life Insurance, your commission may be reduced from replacements or conversions.
9. External Replacements. Commission will be calculated the same as new business unless a state special rule applies.
10. The Company may, from time to time, issue compensation/product schedules with respect to the Product which (a) amend, replace or terminate this Schedule, or (b) identify whether the Product is eligible for bonuses.
11. Guarantee Issue Medicare Supplement and Medicare Select policies. The Company will not pay advances on Guarantee Issue situations in all states and commission rates will be reduced to 50% of the applicable new business rates in all states except Colorado and Washington. Commission rates will be reduced to 75% of the applicable new business rates in California.

This schedule is in addition to any other schedules currently in force or that may come into force in the future, but supersedes any prior Schedule related to commission on the Products. This Schedule shall remain in effect until changed or terminated by Company.

Agent's Signature:

X _____

Date:

X _____

Sentinel Security Life Insurance Company:

X _____

Date:

X _____

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 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; (c) 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: _____
Michael Tanguay, VP, Chief Compliance Officer

AGENT:

Signature: _____

Print Name: _____

Address: _____

Email: _____