



CONTRACTING DOCUMENT

Please complete the attached document with all requested information. Also, write the information clearly so that we may read it.

Once complete please return to:
contracts@apex-ig.com

Attached the following:

- **E&O coverage**
- **Copy of your Drivers License**
- **Voided check**

Apex Insurance Group
v (918) 245-1400.
f (206) 203-4580

The Manhattan Life Insurance Company
Family Life Insurance Company
Western United Life Assurance Company
ManhattanLife Assurance Company of America

10777 Northwest Freeway, Houston, Texas 77092

PHONE: 888-441-0770 WEB: www.manhattanlife.com

CONFIDENTIAL LICENSING INFORMATION

INDIVIDUAL

CORPORATION

REPRESENTATIVE/LICENSED ONLY AGENT

Last Name _____ First Name _____ Middle Initial _____

Corporation/LLC/Partnership Name _____

Birthdate _____ SSN _____ Tax ID _____

Current Residence Address _____

Tel. No. _____ Fax No. _____ E-Mail _____

Business Address _____

Send Correspondence to:

Residence

Business

Resident State Ins. License No. _____ Driver's License No. _____
(Attach Copy) (Attach Copy)

NPN No. _____

Attach a copy of your E & O policy certificate (required before any contracting can be processed, except for Family Life).

If answering YES to any of the following questions, please explain in comment section on the back.

1. Are you now or have you ever been included in litigation with an insurance company that you represented? YES NO
2. Do you currently have a debit balance with any insurance company? YES NO
3. Have you ever had your insurance or securities license suspended or revoked? YES NO
4. Have you ever been charged, convicted, or plead guilty or nolo contendere ("no contest") in a domestic or foreign court:
 - a) a felony or misdemeanor involving; insurance or an investment-related business, fraud or false statements or omissions, wrongful taking of property; or bribery, forgery, counterfeiting or extortion? YES NO
 - b) Have you been convicted of any other felony or misdemeanor, other than traffic violations? YES NO
5. Has any domestic or foreign court ever:
 - a) found you guilty in connection with any insurance or investment-related activity? YES NO
 - b) found that you violated any insurance-related statutes or regulations? YES NO
6. Has any Federal regulatory agency or any state regulatory agency or foreign financial regulatory authority ever:
 - a) found you to have made a false statement or omission or been dishonest, unfair or unethical? YES NO
 - b) found you to have been involved in a violation of insurance or investment regulations or statutes? YES NO
 - c) found you to have been the cause of any insurance or investment-related business having its authorization to do business denied, suspended, revoked or restricted? YES NO
 - d) entered an order against you in connection with any insurance or investment-related activity? YES NO
 - e) denied, suspended, or revoked your registration or license or otherwise prevented you from associating with any insurance or investment-related business, or disciplined you by restricting your activities? YES NO
7. Have you ever been the subject of any insurance or investment-related, consumer-initiated complaint or proceeding that:
 - a) alleged compensatory damages of \$2,500 or more, or found fraud or the wrongful taking of property? YES NO
 - b) was settled or decided against you for \$1,000 or more, or found fraud or the wrongful taking of property? YES NO
- 8) Are you now the subject of any complaint, investigation, or proceeding that could result in a "yes" answer to questions 1 - 7? YES NO

As part of our contracting process due diligence, several inquiries will be made including a check of state and federal court records, a credit check, a Vector One check for agent commission debit balances and a routine investigative consumer report whereby information is obtained through personal interviews with your neighbors, friends or others with whom you are acquainted. These inquiries include information concerning criminal court reports, credit history, unpaid agent commission debit balances, character, general reputation, personal characteristics and mode of living. As applicable, employment, occupation, general health, habits, residence verification and marital status may be included. You have the right to make a written request within a reasonable period to receive additional detailed information about the nature and scope of this investigation. You authorize all persons and entities to release all written and verbal information about you to Vector One, Applicant Insight Limited, Inc., Manhattan Life Insurance, Family Life Insurance Company, ManhattanLife Assurance Company of America and Western United Life Assurance Company. You release and agree to hold Manhattan Life Insurance, Family Life Insurance Company, ManhattanLife Assurance Company of America, Western United Life Assurance Company, Vector One and Insight Limited, Inc. harmless from all liability and responsibility for doing so. You also authorize the procurement of an investigative consumer credit report and Vector One inquiry.

Comment Section: _____

I have read, understand and accept this agreement

Date _____

Agent (Execute if an Individual):

Sign Name: _____

Print Name: _____

AGENT (Execute if a Corporation):

Corporation Name: _____

Signed By: _____

Print Name: _____

Title: _____

The Manhattan Life Insurance Company Family Life Insurance Company
 Western United Life Assurance Company ManhattanLife Assurance Company of America

10777 Northwest Freeway, Houston, Texas 77092

AGENT AGREEMENT

THIS AGREEMENT, dated this _____ day of _____, 20____ is between:

If Individual Agent: _____
(Print Agent Name)

If Corporation: _____
(Print Corporation Name)

(hereinafter referred to as "Agent"), and the specific Company or Companies identified above (hereinafter each such designated Company shall be referred to as the "Company").

1. APPOINTMENT

Each designated Company appoints the Agent to solicit and procure applications for the sale of Company's insurance products shown in the attached Commission Schedule in those territories where the Company and Agent are both licensed to do business. Agent's appointment is subject to the terms, conditions and limitations of this Agreement. Agent is not appointed to sell Company's Medicare Supplement policies.

2. APPOINTMENT OF OTHER AGENTS

The Agent is authorized to refer other agents to the Company to solicit and procure insurance applications under the Agent's management and oversight (hereinafter referred to as "Other Agents"). The Other Agents must be properly licensed by the appropriate insurance regulatory authority. The Agent shall provide the referral of the Other Agents to the Company in writing by identifying the Other Agent and specifying that the Other Agent is going to solicit and procure the sale of Company insurance products under the Agent's management and oversight. The Agent shall also request the Company to code the Other Agent as being part of the Agent's hierarchy and shall obtain from the Other Agent the forms necessary to complete the contracting process.

Upon Agent's referral of an Other Agent to the Company, the Company shall determine, in its sole discretion, whether it wants to contract with the Other Agent. All contracts made with an Other Agent shall be made directly with the Company in writing on the Company's contract form which shall become effective when executed by the Company. The Company may refuse to contract with any proposed Other Agent and may terminate any contract with an Other Agent without notice to the Agent.

As used herein, the term "Agent" or "Other Agent" shall mean any person who procures, supervises, or otherwise participates in the procurement of applications for insurance products offered by the Company.

3. COMPENSATION

The Company will pay the Agent first year and renewal commissions on original premiums paid on policies written and delivered by the Agent and accepted by the Company at the percentages and for the periods and terms set forth in the attached Agent's Commission Schedule, subject to the conditions set forth herein. The Company will also pay the Agent first year and renewal commissions on original premiums paid on policies written and delivered by any appointed or assigned Other Agents as set forth in the attached Agent's Commission Schedule, less the commission earned by the Other Agent whose commission rate shall be on file with the Company. The Company will not pay first year or renewal commissions on rate increases.

If insurance in the Company is issued (replacements, conversions and exchanges) which takes the place of insurance terminated or to be terminated in the Company after the new insurance is issued, the Company reserves the right to determine the rate of commission to be allowed, if any.

If Agent's Commission Schedule rates are not shown or special rate quotations are made, rates shall be such as may be fixed by the Company.

If the Company shall return to a policyholder all or any portion of the premiums on a policy or contract, the Agent shall, upon demand, repay to the Company the correspondingly proportionate part of the commission received by him on account of such policy or contract.

The Company reserves the right to change the provisions of the Commission Schedule with thirty (30) days written notice from the Company to the Agent or Other Agent. However, any such change shall only apply to applications submitted to and accepted by the Company after such notice.

4 GENERAL PROVISIONS

The Agent agrees to comply with all applicable insurance laws and regulations and with all the written and printed rules, regulations, and instructions of the Company now in force and such as may be hereafter adopted.

It is understood and agreed that the Agent shall be considered an independent contractor. As such, the Agent shall be free to exercise judgment as to the persons from whom applications for insurance policies and annuity contracts will be solicited and as to the supervision and direction of appointed or assigned Other Agents. No other provision of this Agreement or any rule or regulation of the Company shall be construed to abridge this freedom or create the relationship of employer and employee between the Company and the Agent.

The Agent shall maintain accurate records of transactions made on behalf of the Company in a form satisfactory to the Company. Such books and records shall be open for examination by authorized representatives of the Company and shall remain in the property of the Company. The Agent shall return all undelivered policies to the Company for cancellation in accordance with its instructions.

The Agent has no authority to receive any money on behalf of the Company except initial premiums and then only in strict compliance with the terms by the Company and within the rules of the Company. Money collected or received by the Agent for the Company shall be immediately paid over to the Company.

Without liability to the Agent, the Company shall have the right to make changes in its method of conducting business; to make other appointments in the area as from time to time may seem to the Company to be desirable, and to discontinue writing all or any part of its business in any jurisdiction.

The Company shall have a prior lien on any and all sums of money due or to become due to the Agent under this or any prior Agreement with the Company for any indebtedness, obligation or liability of the Agent to the Company; and the Company may at any time offset against such sums of money the amount of any such indebtedness, obligation or liability.

It is understood that any "advance" or "commission advance" made by the Company to the Agent or an Other Agent from whom the Agent receives an override shall be a loan which shall create an indebtedness of the Agent to the Company repayable upon demand. The Company can require an immediate repayment of such indebtedness regardless of whether or not future compensation payable to the Agent appears to be adequate to offset such indebtedness.

In the event the Company is required to pursue collection procedures in order to collect any indebtedness, the Agent agrees to be liable for any and all Company expenses incurred by the Company.

No assignment of compensation accrued or to accrue under this Agreement shall be valid as against the Company unless authorized in writing by the Company.

The Agent and any appointed or assigned Other Agents under the Agent shall have no authority to make, alter or modify any policy or receipt, nor to waive a forfeiture or any provision or condition of any policy issued by the Company, nor to incur any liability on behalf of or against the Company, except as expressly provided herein or otherwise authorized in writing by the Company.

The Agent is not authorized and agrees not to publish, issue or circulate any advertising material, circular or pamphlet relating to the Company or its products unless the same shall have been approved in writing by an officer of the Company.

The failure of the Company to exact strict compliance with the terms of this Agreement or the failure to declare any default when the same shall become known to it, shall not operate as a waiver of such terms nor release the Agent from the obligation to perform this Agreement strictly in accordance with its terms.

All accounts and policyholders are considered to be accounts of the Company and not the Agent.

The Agent authorizes the Company to furnish information, upon inquiry from any person, regarding the Agent's record with the Company, personal character, habits, ability, or cause of leaving the service of the Company. No liability shall be incurred by the Company for release of such information.

It is agreed that this contract shall be interpreted and governed by the laws of the state of Texas.

5. PROHIBITED ACTS

Agent shall not, during the term of this Agreement or any time after the termination of this Agreement, directly or indirectly: Divulge or disclose the names of the Company's policyholders and accounts to any other person, firm or corporations; or Seek to induce, promote or encourage any Company policyholders to relinquish or discontinue their Company policies. The items listed in A and B shall be referred to herein as the "Prohibited Acts".

In the event Agent engages in any of the Prohibited Acts, whether during the term of this Agreement or post-termination, Agent shall forever forfeit all rights to be paid any first year or renewal commissions and such commissions shall revert to the Company.

6. TERMINATION

The Company shall have the right to immediately terminate this Agreement if the Agent, either directly or indirectly, by himself or as the agent of another engages in any of the following:

Engages in any of the **Prohibited Acts** described in Section 5; or

Wrongfully withholds any funds, policies, premium receipts or other property of the Company or an applicant for insurance; or

Violates the insurance laws or regulations of any state in which the Agent solicits applications.

This Agreement shall automatically terminate upon the death of the Agent if the Agent is an individual, the dissolution of the partnership if the Agent is a partnership, or the dissolution of a corporation, if the Agent is a corporation.

Termination of this Agreement shall automatically terminate any previous agreement between the Company and the Agent. If requested, the Agent shall return to the Company at his own expense all rate books and other supplies furnished the Agent which shall remain the property of the Company.

This Agreement, unless otherwise terminated as provided above, may be terminated either by the Company or the Agent by giving the other party thirty days notice in writing at the last known address of such other party.

7. COMMISSIONS AFTER TERMINATION

If this Agreement is terminated under Section 5 or 6A, Agent shall forever forfeit all rights to be paid any first year or renewal commissions and such commissions shall revert to the Company. No additional first year or renewal commissions will be paid to Agent.

Except as set forth in Sections 5 and 6A, if this Agreement is terminated, the Agent shall receive vested commissions with respect to premiums paid to and accepted by the Company on and after the effective date of such termination, as follows:

- On business written by the Agent and his or her appointed or assigned Other Agents, the commission will be paid as provided in the Commission Schedule attached hereto.
- On business written by the Agent and his or her appointed or assigned Other Agents prior to the date of this Agreement, the commission will be paid as provided under the terms of any previous Agreements, except as otherwise provided in the Commission Schedule.
- The commission shall be payable only so long as the total compensation payable exceeds \$600.00 for the calendar year. If the total compensation payable hereunder is less than \$600 for the calendar year, the Agent shall forever forfeit all rights to be paid any additional compensation and such compensation shall revert to the Company.
- In case of the Agent's death, vested commission payments (pursuant to this subsection B) will be made to the surviving spouse or to the estate of the Agent when there is no surviving spouse so long as the total compensation payable exceeds \$600.00 on a calendar year basis.

8. PRIOR AGREEMENTS

This Agreement replaces all prior verbal or written agreements between the Company and the Agent for all business written by the Agent and Other Agents assigned to Agent except for any agreements pertaining to the sale of Medicare Supplement. All first year and renewal commissions on business written under any prior Agreement will be paid in accordance with the provisions of that Agreement. All prior Agreements are otherwise terminated.

9. ARBITRATION

- A. Any and all controversies, disputes, or claims arising out of or relating in any manner to this Agreement or the relationships resulting from this Agreement, including, but not limited to, issues relating to the commissions payable hereunder (a "Dispute"), whether based on or arising from a breach of contract, tort, equity, or seeking any other form or type of remedy under any state or federal constitutional provision or amendment, statute, regulation, court or administrative decision or other law, as well as any question regarding whether a particular controversy is subject to arbitration, shall be submitted to binding arbitration as provided herein.
- B. The Company and Agent agree to reasonably and diligently attempt to reconcile their differences in good faith promptly by negotiations. If they are unable to resolve a Dispute within ten (10) days (the "Negotiation Period"), the Company and Agent agree such Dispute shall be settled solely and exclusively through binding arbitration. The parties intend this Section to be enforceable in accordance with the Federal Arbitration Act (9 U.S.C. Section 1, et seq.), including any amendments to that Act which are subsequently adopted, notwithstanding any other choice of law provision set forth in this Agreement. In the event that either party refuses to submit to arbitration as required herein, the other party may request a United States Federal District Court Houston Division to compel arbitration in accordance with the Federal Arbitration Act. Both parties consent to the jurisdiction of such court to enforce this article and to confirm and enforce the performance of any award of the arbitrators. To initiate arbitration, either party shall notify the other in writing of its desire to arbitrate, stating the nature of the dispute and the remedy sought, and designating an arbitrator (the "Arbitration Demand"). The party to which the Arbitration Demand is sent shall respond thereto in writing within thirty (30) days of its receipt. In such response, the responding party shall also assert any claim, defense and other dispute it may have against the party initiating arbitration and designate its arbitrator. If the second party fails to respond within the time period set forth in this Section, or fails to designate its arbitrator in its response, the party initiating arbitration shall appoint a second arbitrator. The two arbitrators shall select a third arbitrator within thirty (30) days of the designation of the second arbitrator. If they are unable to agree upon the selection of the third arbitrator, they shall,

within such period, each name three (3) individuals of whom the other shall decline two (2), and the decision of the third arbitrator shall be determined by drawing lots from the two remaining designees. All arbitrators shall be active or retired officers of life or health insurance companies and be unaffiliated in any way with the parties and disinterested in the outcome of the arbitration. The arbitrators shall have the power to determine all procedural rules for the conduct of the arbitration. The arbitrators' powers shall also include all legal and equitable remedies, including, but not limited to, money damages, declaratory relief, and injunctive relief. The decision, in writing, of the arbitrators shall be final and binding upon both of the parties. Judgment may be entered upon the final decision of the arbitrators in any court having jurisdiction in deciding the dispute, the arbitrators shall be bound by, and shall faithfully apply, the laws of the State of Texas. The arbitrators are not empowered under any circumstances to award punitive or treble damages, whether at common-law or statutory in source.

- C. The arbitrators shall award the prevailing party in any arbitration all of its reasonable expenses incurred, including, without limitation, attorney's fees. The non - prevailing party shall pay the prevailing party's reasonable expenses and attorney's fees within ten (10) days of entry of judgment. The parties agree to abide by all decisions and awards rendered in the arbitration. Such decisions and awards rendered by the arbitrators shall be final and conclusive.
- D. This arbitration provision is binding upon and inures to the benefit of, the parties and any other person or entity related to or affiliated with the parties, including, but not limited to, the parties' successors, beneficiaries, assigns, trustees, relations, heirs, dependents, officers, directors, contractors, employees, servants, or agents. This arbitration provision will survive any termination, cancellation, revocation, rescission, or performance of the transactions between the parties.
- E. The parties voluntarily and knowingly choose arbitration instead of litigation to resolve any and all controversies, disputes or claims as provided in this provision. The parties understand that the parties have a right or opportunity to litigate disputes through a court, but prefer to resolve their disputes through arbitration. The parties voluntarily and knowingly waive any and all rights they have to a jury trial pursuant to any state or federal constitutional provision or amendment, statute, regulation, court or administrative decision or other law. Agent agrees to waive any class action or collective action against the Company under this provision.

Executed by the Company and the Agent to be effective on the date:

Agent (Print Name if contracting as an Individual)

Agent (Signature if contracting as an individual)

Date

GUARANTEE TO BE EXECUTED IF AGENT IS A CORPORATION

The undersigned do hereby severally, individually and jointly guarantee the full and faithful performance and discharge of all duties, responsibilities, conditions, obligations, liabilities and indebtedness

(Print Corporation Name)

under its Agent Agreement with the Company or Companies designated above, and waive notice of any breach in the performance thereof on the part of said Agent.

Agent (Print Officer or Principal Name)

Agent (Signature Officer or Principal Name)

Date

By : _____
Company Representative (Home Office Use Only)

Date

The Manhattan Life Insurance Company
Family Life Insurance Company
Western United Life Assurance Company
ManhattanLife Assurance Company of America
10777 Northwest Freeway, Houston, Texas 77092

I authorize The Manhattan Life Insurance Company, Family Life Insurance Company, Western United Life Assurance Company, and ManhattanLife Assurance Company of America (hereinafter the "Company") to electronically deposit my Commissions directly into the financial institution(s) of my choice as specified below. I understand that my earnings advice will electronically post to Agent Portal or Agent Resource Center. I also authorize the Company to withdraw electronically from my account(s) any sum credited in error.

I understand that in the event I incur a commission debt to the Company, it will not debit my account without prior permission from me.

This authorization will remain in effect until I provide the Company written notice of its revocation and the Company has adequate time to process the appropriate transactions.

I understand the Company is providing this without charge, and the Company will not be held liable for any claims or damages arising, directly or indirectly, from this deposit arrangement.

Please Check Box: New Change

(A voided check or statement containing pertinent banking information, such as bank transit/routing number and bank account number is recommended but not required.)

Account Type: Checking Savings

Deposit Account

Bank Name _____
Transit/Routing No. _____ Account No. _____

Agent No.: _____

Payee Name: _____

Social Security or TIN No.: _____ Phone No.: _____

Please print name and title of authorizing party

Signature of authorizing party (REQUIRED) _____ Date _____

Return completed form to:

VBCommissions@ManhattanLife.com and/or

VBContracting@ManhattanLife.com

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____	<i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-			-		
or									
Employer identification number									
			-						

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

MANHATTANLIFE ASSURANCE COMPANY OF AMERICA
 THE MANHATTAN LIFE INSURANCE COMPANY
 HOUSTON, TEXAS

Agent II

Health and Disability Products	Commission Schedule	
	1st Yr. %	Renewal %
Affordable Choice	22	4
Critical Protection CPR- Critical Illness	35	7
Dental, Vision, Hearing	35	4
Central Income Security DI	35	8
Disability Income-Group	35	8
CP4000 CancerCare, FOB-First Diagnosis Riders to age 69	50	8
PAID Personal Accident & DI Rider	50	8
Hospital Indemnity	10	10
Out-Of-Pocket Protection Plan	25	4

First year commissions and renewal commissions shall be calculated according to the above percentages by product type sold. The first year commission and renewal commission percentages shown in the schedules of commission are percentages of the original premium received and accepted for policies written for Family Life Insurance Company, Central United Life Insurance Company, Manhattan Life Insurance Company and Investors Consolidated Insurance Company.

First year commissions are paid for the first 12 months of the policy, beginning on the effective date of the policy. Renewal commissions are paid after the one year anniversary of the policy. For flexible premium universal life plans, the date the premium is posted is used to determine the policy year the premium is applied and the corresponding commission percentage. Commissions are not paid on premiums waived, suspended, or paid under automatic premium loan provisions.

Commissions for policies with a special class premium or resulting from a policy conversion, replacement or other form of policy change will be determined by the Company. The rated up portion of the policy premium is not commissionable.

Any change to the above schedules will be applicable only to policies issued on applications received more than fifteen (15) days after notice of such change has been mailed to the agent's last known address on file with the Company.

For any lapsed policy which is subsequently reinstated, the Company is relieved of any further commissions due for the policy unless the reinstatement application was procured by the agent.

**The Manhattan Life Insurance Company
Family Life Insurance Company Company
ManhattanLife Insurance and Annuity Company
Standard Life Insurance Company
ManhattanLife of America Insurance Company**

Persistency Sensitive Advance/Loan Agreement

This Advance/Loan Agreement (hereinafter, "Agreement"), dated this ____day of _____, 20__ is entered into by and between: _____ (hereinafter, "Agent") and the specific Company or Companies identified above (hereinafter referred to as the "Company"). This Agreement will be effective on the date shown on page 3 of this Agreement. This Agreement sets forth the terms under which the Company will advance funds to Agent against future commissions Agent expects to earn on new policies paid after the effective date. This Agreement is supplemental to and made a part of other any other contracts and agreements entered into by and between Agent and the Company. Please check the appropriate box below to acknowledge the advance percentage of future commission for each company you are contracted with:

Health Policies

3 mth

6 mth

Life Policies

3 mth

6 mth

1. All sums advanced to Agent by the Company shall constitute a loan to Agent, which Agent agrees to repay to the Company in accordance with this Agreement. All sums advanced to Agent may be referred to herein as "Advanced Funds".
2. Agent agrees that all Advanced Funds shall be due and payable upon written demand or, if no demand is made, the Advanced Funds shall be repaid by applying future monthly commissions earned and due to Agent against Agent's outstanding principal and interest balance.
3. Interest will accrue on Advance Funds owed by Agent at a rate of one point three nine percent (1.39%) per month. Interest shall be added to Agent's outstanding monthly balance.
4. The unearned portion of any advance from a lapsed policy or from a policy with its premium more than 65 days past due will be deducted from Agent's next commission statement. Any termination or modification of all or part of a policy or its premium which results in the Company not receiving all the policy premiums during the first year as originally issued may result in a reduction in future advance payments and charge backs to Agent's commission statement.
5. Advances will be based on annualized commissions earned by Agent on paid business based on the following type of business at a percentage to be communicated to agent and is subject to change:
 - Individual Coverage-Payroll & Bank Draft
 - Group Disability
 - Group Accident
 - Life
6. Advances will be made to the Agent on a weekly basis. If daily advances are preferred, they will be provided through automatic direct deposit into Agent's designated checking or savings account. Additional forms are required to arrange for direct deposit. Advances on life policies are generated after the application has been accepted, underwriting requirements have been completed, and the policy has been issued. The maximum advance amount on any one life policy is \$1,000 unless a lower amount is specified otherwise by a Marketing Director. No advance will be paid on universal life excess premium.

The Company reserves the right to advance a specific dollar amount to Agent (a "Flat Advance") without the advance being based on unearned annualized premiums. In the event the Company agrees to make a Flat Advance to Agent, Agent agrees to pay the Flat Advance on written demand, or if no demand is made, the Flat Advance shall be repaid by applying future monthly commissions earned and due to Agent against Agent's outstanding principal and interest balance on the Flat Advance. The Flat Advance will accrue interest as set forth in paragraph 3, above.

7. General

- A. No advance will be made on business written on Agent's life or on members of Agent's immediate family, policies for which only partial payment is made, or any replacement/conversion policies.
- B. The obligation of the Company to make advances pursuant to this Agreement may be terminated at any time. Agent shall not be entitled to any further advances if Agent's first year premium retention is lower than 70% or declines to a level lower than 70% during any 12 month period after the first year.
- C. If Agent's Contract and Agreements with the Company are terminated for any reason while this Agreement (which is an Amendment to Agent's Contract) is in effect or if Agent fails to comply with any of the conditions or requirements of this Agreement, this Agreement shall automatically terminate and all funds advanced shall immediately become due and payable to the Company. Agent shall automatically forfeit to the Company all of his or her rights to all present and future compensation from the Company until all advanced funds are repaid in full. In the event the Company is required to pursue collection of any unpaid advanced funds, Agent agrees he/she will be liable for any and all collection costs and expenses incurred, including attorneys' fees and court costs. This Agreement shall be construed under and in accordance with the laws of the State of Texas and if any litigation should ensue as a result of this agreement, venue will be in the appropriate court in Harris County, Texas.
- D. Agent hereby grants to the Company a security interest in and to any and all commission sums or accounts which are, or may become due or owing in the future, to secure any loan or advance made by the Company to Agent.
- E. The Company will establish the advance percentage, the advance limits, the applicable advance duration, and the applicable plans to which it will agree to advance. The Company may change the advance percentage, advance limits, advance duration, and applicable plans at its discretion with notice to you and/or your Marketing Director. The Company reserves the right to decline advances on conversion policies (policies that the agent previously received advances). Additionally, the Company reserves the right to terminate future advances with written notice.
- F. Agents with outstanding Advanced Funds cannot assign their commissions to another agent.
- G. The Company is a reporting member of Vector One. Upon your termination, should you have an unpaid commission debit balance, we will report such debit to Vector One. You may contact Vector One at 800-860-6546, if you feel a report was made in error.

AGENT (execute if an Individual)

Signed By: _____

Printed Name: _____

Date: _____

Address: _____

AGENT (execute if an Entity)

Signed By: _____

Printed Name: _____

Title: _____

Entity: _____

Date: _____

Address: _____

PERSONAL GUARANTY OF PRINCIPAL FOR CORPORATION/LLC AGENT

The undersigned, _____ (hereinafter, "Guarantor"), hereby unconditionally and irrevocably guarantees the prompt payment of the funds advanced to the above named Agent, plus interest on the funds advanced, whenever the same shall become due. Guarantor has entered into this guaranty in consideration for and to induce the Company to advance funds to Agent. In the event Agent defaults in the payment of Advanced Funds when due, the Company shall be entitled to proceed first and directly against the Guarantor to collect the amounts owed without proceeding against Agent and/or the Company may apply any earned commissions due to Guarantor, against any outstanding amount advanced to Agent until the outstanding balance is paid in full. In the event there are two guarantors, Guarantor acknowledges his/her guaranty is joint and several.

Signed By Guarantor: _____

Printed Name: _____

Date: _____

Address: _____

PERSONAL GUARANTY OF MANAGING GENERAL AGENT

The undersigned, John Sanders (hereinafter, "Guarantor"), hereby unconditionally and irrevocably guarantees the prompt payment of the funds advanced to the above named Agent, plus interest on the funds advanced, whenever the same shall become due. Guarantor has entered into this guaranty in consideration for and to induce the Company to advance funds to Agent. In the event Agent defaults in the payment of Advanced Funds when due, the Company shall be entitled to proceed first and directly against the Guarantor to collect the amounts owed without proceeding against Agent and/or the Company may apply any earned commissions due to Guarantor against any outstanding amount advanced to Agent until the outstanding balance is paid in full. In the event there are two guarantors, Guarantor acknowledges his/her guaranty is joint and several.

MANAGING GENERAL AGENT (execute if an Individual)

Signed By Guarantor: John Sanders

Date: _____

Print Name: John Sanders

Address: 4127 New Prue Rd, Sand Springs, OK 74063

MANAGING GENERAL AGENT (execute if an Entity)

Signed By: _____

Printed Name: _____

Title: _____

Entity: _____

Date: _____

Address: _____

PERSONAL GUARANTY OF MARKETING DIRECTOR

The undersigned, _____ (hereinafter, "Guarantor"), hereby unconditionally and irrevocably guarantees the prompt payment of the funds advanced to the above named Agent, plus interest on the funds advanced, whenever the same shall become due. Second Guarantor has entered into this guaranty in consideration for and to induce the Company to advance funds to Agent. In the event Agent defaults in the payment of Advanced Funds when due, the Company shall be entitled to proceed first and directly against the Second Guarantor to collect the amounts owed without proceeding against Agent and/or the Company may apply any earned commissions due to Guarantor against any outstanding amount advanced to Agent until the outstanding balance is paid in full. In the event there are two guarantors, Guarantor acknowledges his/her guaranty is joint and several.

MARKETING DIRECTOR (execute if an Individual)

Signed By Guarantor: _____

Date: _____

Print Name: _____

Address: _____

MARKETING DIRECTOR (execute if an Entity)

Signed By: _____

Printed Name: _____

Title: _____

Entity: _____

Date: _____

Address: _____

Executed by the Company to be effective on the date:

The effective date of this Agreement is _____, 20____.

Signed By: _____

Printed Name: _____

Company Representative

Title: _____



Debit-Check Agent/Agency Authorization Form

Vector One Operations, LLC dba Vector One (collectively with its affiliates, "Vector One") manages the secured web portal interactive computer service provided by Debit-Check.com, LLC a ("Debit-Check"). This Debit-Check Agent/Agency Authorization Form is by and among the undersigned ("you", "me", "I" or "my"), Vector One, and the Company (as defined below) and is used by Debit-Check subscribers who desire to be granted authorization from you for the submission and/or receipt of your personal information to the Debit-Check service as necessary to conduct a commission related debit balance screening. The undersigned company and its affiliates and authorized third parties (collectively, the "Company") is a Debit-Check subscriber. Accordingly, as part of the contracting and appointment process or determination of eligibility for advancement of commissions, the Company may conduct a commission related debit balance screening via Debit-Check in order to determine your eligibility and may continue to conduct periodic commission related debit balance screenings as determined in the Company's sole discretion following the engagement of any employment, appointment, contract, tenure, or other relationship with the Company.

Access to Debit-Check Information: You can obtain your commission related debit balance information by contacting the Vector One Agent Hotline at (800) 860-6546.

AGENT/AGENCY'S STATEMENT – READ CAREFULLY

The Company is hereby authorized to obtain and conduct a commission related debit balance screening through Vector One's Debit-Check secured web portal to determine if another Debit-Check subscriber has posted that I have an outstanding commission related debit balance. I understand that the Company may consider the results of the commission related debit balance screening in order to determine my eligibility to be contracted and appointed or determine my eligibility for advancement of commissions as an insurance producer and may continue to conduct periodic commission related debit balance screenings as determined in the Company's sole discretion following the engagement of any employment, appointment, contract, tenure, or other relationship with the Company. I understand and acknowledge that the Company may obtain commission related debit balance information through Debit-Check as state law allows. I understand that my information, including my name and social security number ("My Information") may be used for the purpose of obtaining and conducting a commission related debit balance screening. I further understand that in the event of termination or expiration of my employment, appointment, contract, tenure, or other relationship with the Company, whether voluntary or involuntary, if a commission related debit balance is owed to the Company, the Company may post My Information to the Debit-Check service which may be accessed by Debit-Check subscribers until such time the debit balance is satisfied or otherwise removed.

BY SIGNING BELOW, I HEREBY (PLEASE INITIAL ALL STATEMENTS):

(A) _____ Authorize the Company to use My Information for purposes of conducting a commission related debit balance screening, and periodic commission related debit balance screenings as determined in the Company's sole discretion following the engagement of any employment, appointment, contract, tenure, or other relationship with the Company, utilizing Debit-Check.

(B) _____ Authorize the Company to consider the results of the commission related debit balance screening in order to determine my eligibility to be contracted and appointed or determine my eligibility for advancement of commissions as an insurance producer.

(C) _____ Authorize and direct Vector One to receive and process My Information as necessary to intentionally disclose and furnish the results of my commission related debt verification screening, whether directly or indirectly, to the Company.

(D) _____ Authorize the Company to submit My Information to the Debit-Check service in the event of termination or expiration of my engagement with the Company, whether voluntary or involuntary, to the extent a commission related debit balance is owed to the Company.

(E) _____ Authorize and direct Vector One to receive and process My Information and intentionally disclose to any Debit-Check subscriber who submits an inquiry utilizing My Information the results of my commission related debit balance screening, which will contain My Information, to the extent a debit balance is owed.

Agent/Agency Printed Name: _____

Signature: _____

Date: _____

FOR COMPANY USE ONLY

AGREED AND ACKNOWLEDGED BY COMPANY:

Name of Company: _____

Signature: _____

Name and Title: _____

COMPLETE ONLY IF REQUESTING AN ADVANCE

MANHATTANLIFE ASSURANCE COMPANY OF AMERICA
THE MANHATTAN LIFE INSURANCE COMPANY
HOUSTON, TEXAS

Commissions will not be paid on premiums paid to or deposited with the Company in advance of when such premium is due and is paid according to the premium due dates specified in the original policy.

Commission on the total premiums for any policy to which a term rider is attached shall be at the rates in the schedule for the base policy without the rider.

The agent writing the policy shall be entitled to first year and renewal commissions as provided in the above schedules except when the policy has been transferred to another agent for any of the following reasons:

- Another agent rewrites a policy.
- Another agent reinstates a lapsed, cancelled or terminated policy.

In the absence of specific information to the contrary, the books, records, accounting and statistical procedures of the Company shall control in determining all matters in connection with the above schedules of commission.

Date: _____

Agent Name: _____

Signature: _____

Approved: _____

Date: _____