



## **AGENT CONTRACT**

\_\_\_\_\_ ("Agent"), of \_\_\_\_\_, Texas, and **Texas Service Life Insurance Company**, Austin, Texas ("Company"), agree to the following contract and agreement.

- I. **PURPOSE OF CONTRACT:** Agent is hereby authorized to solicit applications for insurance in the Company, said solicitation being conducted in accordance with applicable laws and regulations, and by rules set out, from time to time, by the Company, in a territory known as:

STATE OF TEXAS

A) **General Provision.** The powers and authority of Agent are only those expressly provided under this Agreement together with any and all such implied powers as may be necessary to properly exercise its express powers and authority. Any and all such powers and authority shall continue only during the pendency of this Agreement and shall terminate on the date of termination hereof. Company retains the right to cancel any agent's appointment with the Company at any time.

- II. **OPERATING AUTHORITY:** With freedom of operation here within, but to not violate Laws, or rights of others, Agent shall not:

1. Advertise or list agency in Company's name in a manner not approved by it.
2. Submit what agent knows is not a bona fide application for insurance.
3. Use advertising or sales material in Company's name unless approved by it.
4. Attempt to explain policy provisions in written correspondence.
5. Attempt to commit the Company to any definite liability on a claim.
6. Incur to Company any financial liability without its written approval.
7. Attempt to disrupt other operations of the Company or to influence anyone to discontinue insurance coverage with the Company.

A) **Express Limitations of Authority.** Agent shall have no power or authority to and hereby agrees that it will not do any of the following:

- (a) waive, alter, amend, or discharge any policy or contract of the Company;
- (b) waive forfeiture under any policy;
- (c) extend time for the payment of any premiums due the Company;
- (d) voluntarily accept service of process on behalf of the Company.
- (e) make any payments on behalf of existing Policyholders or Applicants for coverage with the Company.

- III. **TENURE OF CONTRACT:**

This contract does not cover any specific term and has no specified duration but may be terminated by the Company at any time with or without cause by the party desiring to terminate this contract giving the other party 24 hours notice of termination, which notice mailed to the Agent at his address shown herein or to his last known address shall be sufficient notice and shall be conclusively presumed to be received within twenty-four hours after same has been mailed. This contract shall be automatically terminated by the death of physical or mental disability of the Agent or by the Agent's license or permit to sell insurance being cancelled or the renewal thereof being refused.

- IV. **COMPENSATION:**

As full compensation for services rendered hereunder and subject to the conditions hereinafter set forth, the Agent will be paid commission according to the following schedule on premiums collected on in force policies at the rate in force for such policies during the continuance of this contract.

## SCHEDULE OF COMMISSIONS

**Preneed:** If Applicable, Shown on Schedule 1 Attached, Subject to Amendment  
**Whole Life:** If Applicable, Shown on Schedule 2 Attached, Subject to Amendment

The Company reserves the right to discontinue issuance of any policy form at any time and it is agreed that the Company shall in no way be liable for any loss suffered by the Agent as a result of the discontinuance of any particular policy or forms.

V. **HOW COMPENSATION PAYABLE:** (1) Agent shall promptly submit to the Company all completed applications, on which the full initial payments must be collected, along with the remittance in the manner prescribed by the Company before payment of initial commissions, which Agent shall surrender on any refund as prescribed by the Company. (2) Deferred and Renewal Commissions shall be paid only by Monthly Statement from the Company. Any such statement shall be accepted by agent, or beneficiary, as correct unless the Company is notified of any error within 15 days after it is delivered to, or mailed to the last known address of, such person.

VI. **PAYMENT OF COMMISSIONS/TERMINATION:**

In the event of the termination of this contract at any time after its effective date in any manner except on account of any (1) intentional misappropriation of funds by the Agent, (2) termination of an applicable insurance license, (3) willful misrepresentation by the Agent of any material fact pertaining to the Company or any contract of insurance issued by it, (4) violation of the terms of this Contract, (5) commission of fraud, (6) violation of any insurance-related law, (7) failure to pay the Company any monies owed to the Company, or (8) inducement by the Agent of any employee or agent of the Company to leave the Company, the Agent shall continue to receive any commissions due on policies written under this contract and issued prior to the date of the Agent's termination, provided that the payment of said commissions to the Agent is permissible under law, unless such commissions in any calendar year amount to less than \$150.00, in which case no further renewal commissions shall be payable. On policies written by the agent but issued after the date of Agent termination the entire commission will be placed in reserve and be subject to the terms conditions of the Schedule of Commissions attached to and made a part of this Contract .

VII. **NON-PIRACY AGREEMENT**

For the period of three (3) years from the date of the termination of this contract, Agent agrees not to solicit, accept nor service, as a licensed Life or Health Insurance Agent on behalf of Agent or any insurer, Agent or Broker, any insurance business of any kind or character from any person, persons, firms, corporation or other legal entity who is a policyholder or insured of the Company, without the prior written consent of the Company. Agent additionally agrees not to communicate nor divulge to or for the benefit of any competitor or rival of the Company and not to directly or indirectly induce or attempt to influence any agent or employee of the Company to terminate an agent contract or employment with the Company. It is specifically understood and agreed that, in addition to the injunctive remedy hereinafter mentioned, liquidated damages shall be due the Company for the Breach of any provision of this paragraph in an amount equal to all commissions, bonuses and any and all remuneration of every kind and character received, or to be received, by Agent, or by any individual, firm, corporation or other organization with which Agent might become associated, in the writing of the prohibited insurance business set out in this paragraph.

VIII. **ADDITIONAL PROVISIONS:**

A) Independent Contractor. Agent's relationship to the Company shall be as an independent contractor. No relationship of employer and employee is created by this contract.

B) Entire Contract. This Agreement and the Schedules of Compensation attached hereto contain the entire understanding between the parties and incorporate all prior and current contracts and agreements there between, whether written or oral. No modification of any provision of this Agreement shall be effective unless endorsed in a writing signed by Agent and the President or a Vice President of the Company.

C) Prior Contracts. Notwithstanding the provisions of Paragraph VIII A above, no provision of this Agreement shall be deemed to abrogate or render void any provision of any written agreement executed by the parties hereto prior to the Effective Date of this Agreement relating to the form and amount of commissions with respect to policies issued by Company prior to such Effective Date.

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

E) Taxes. Agent specifically recognizes its responsibility for payment of any applicable taxes levied by Federal, State or local authorities as a result of compensation arising hereunder.

F) Situs. This Agreement is made in Austin, Travis County, Texas. The parties agree that any action at law or in equity hereunder shall be brought in Travis County, Texas, and that the laws of the State of Texas shall govern any dispute arising hereunder. If Agent should move its offices it will notify the Company of such relocation.

G) Headings. The headings of this Agreement are for the purpose of convenience only and shall not limit or broaden the provisions thereunder which shall control.

H) Remedies. All rights and remedies under this Agreement which are afforded at law or in equity shall be cumulative and not alternative.

I) Attorney's Fees. If either party to this Agreement finds it necessary to pursue a claim against the other party or to defend a claim asserted by the other party and which claim is associated with the rights or obligations of either party under this Agreement or is based upon the services performed or to be performed by either party under this Agreement, the prevailing party in such action shall be entitled to recover said party's reasonable and necessary attorney's fees, costs and expenses from the nonprevailing party.

J) Notice. Any and all notices required under this Agreement shall be in writing and addressed to the parties at the addresses set forth below:

**COMPANY:**  
**Texas Service Life Insurance Company**  
**P.O. Box 341899**  
**Austin, Texas 78734**

**AGENT: As shown with signature on page 4**

If either party desires to change the location at which notice is to be forwarded, said party shall notify the other party in writing of said change of location. If a party is authorized or required to perform some act within a specified period of time and said act is triggered by written notice required in this Agreement, the period of time shall not commence to run until the party who is entitled to receive said notice has actually received said notice. If the party sends a certified mail, return receipt requested, to the other party at the address set forth above or as otherwise specified by said party, it shall be presumed that the notice has been received within three days of the mailing of the notice by certified mail.

K) Privacy. General Agent agrees that any nonpublic personal information on any customer or consumer of the Company is provided for the sole purpose of performing routine and essential transactions at the request of the Company. General Agent further agrees that said information is considered confidential and will not to be disclosed to any other person or entity without the express advance written consent of the Company.

L) It is the policy of Texas Service Life Insurance Company for any agent representing or selling a combination of our Series 1, Series 2 or Series 3 products to assess the need of the client and to discuss the advantages and disadvantages of each product with the client, thereby allowing the client to make the decision that is right for them. This is IMPORTANT because the Company wants to prevent potential unfair discrimination between clients. By signing below, Agent accepts the above policy and agrees to abide by its requirements.

M) Agent acknowledges the importance in complying with any and all State and Federal laws pertaining to telemarketing and agrees that it is Agent's responsibility to comply with these laws. Agent further agrees to notify the Company in writing of Agent's telemarketing policies and procedures and holds the Company harmless from any and all penalties, fines or other damages that may result from the Agent's telemarketing activities.

N) Agent understands that he/she will be in the position of recruiting, training, and managing certain field agents to sell, market and distribute the products of Company. It is further understood that Agent will be receiving certain override commissions from Company on business written by said field agents. Agent hereby agrees that it is financially liable to the Company for any chargebacks of commissions owed by any field agents for any business written during the period in which Agent received an override commission on business written by the field agent. Agent agrees to make restitution in U.S. currency to Company within fifteen (15) days from the date that Company provides notice to Agent of any amounts due under this section.

**Agent Affidavit Regarding Balances:**

Agent WARRANTS that the following is true and complete (you MUST check ONE of these three boxes):

- I have never owed any insurance company any monies or agent's balances.
- I have repaid any outstanding Agent balances owed to any insurance company(ies) and do not currently owe monies to any insurance company arising out of my representation of the insurance company or its products or services.
- I currently owe outstanding Agent balances to insurance company(ies), as described below:

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

**Payment of Agent Commissions in the Event of Death of the Agent:**

Should the termination of this contract shall be by the death of the Agent, Agent desires that the following named person, if living, otherwise the Executors or Administrators of the Agent's estate, shall continue to receive commissions thereafter as provided above, provided that the payment of said commissions to designated parties other than the Agent is permissible under law.

Named Person: \_\_\_\_\_

**AGENT:**

\_\_\_\_\_  
Agent's Signature

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Street Address or RFD

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

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

**COMPANY:** TEXAS SERVICE LIFE INSURANCE COMPANY

\_\_\_\_\_  
Signature

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

Title \_\_\_\_\_