ASSOCIATE AGREEMENT

- ☐ Complete the **Prospective Associate's Application and Profile,** Sign, Date and Return.
  On PAGE 2 indicate the commission level for each company you are requesting the agent be appointed/contracted under. If you provide this information for only one company and you request multiple company appointments we will use this level for all companies. For a list of commission level codes to use please contact your upline manager.

- ☐ Review the **Associate Agreement**, and keep for your records.

- ☐ Review the **Commission Schedule** (specific insert by insurance company).

If requesting commission advances,

- ☐ Review the **Associate Advance and Pledge Agreement**, and keep for your records.

- ☐ Review the **Associate Promissory Note**, and keep for your records.

PLEASE MAKE SURE YOU SEND IN THE FOLLOWING:

- ☐ Enclose a copy of your **current resident license** and non resident licenses for all other state(s) where you desire to be appointed.

- ☐ Enclose a copy of your **E&O Declarations Page** with minimum limits of $100,000 per occurrence and an aggregate limit of $1,000,000 or a completed copy of your application for coverage under our sponsored group plan offered by the National Association of Professional Agents (NAPA).

- ☐ Enclose a check or fill out the Direct Deposit/Automatic Draft Agreement to pay your state appointment fees

- ☐ Enclose a copy of your completed **W-9** form.

Return all contracting paperwork to the home office at:

Fax: 304-342-4978

Mail: 1510 Kanawha Blvd E
Charleston WV 25311
ATTN: Licensing

GREAT AMERICAN
FINANCIAL RESOURCES
Supplemental Benefits Group

Our Companies include:
Central Reserve Life Insurance Company
Continental General Insurance Company
Great American Life Insurance Company®
Loyal American Life Insurance Company®
Provident American Life & Health Insurance Company
United Teacher Associates Insurance Company

STATE APPOINTMENT FEE PAYMENT

State appointment fees are required at the time of initial appointment with the insurance company. Separate fees are required for each insurance company you will represent. Payment of the appointment fees may be made by check. You must submit the appointment fee for each state. Submit a check made payable to **Great American** for the total appointment fees. Appointments will not be processed until the fees are received.

We are pleased to offer you the option to pay for your state appointment fees through automatic debit from your bank account. Your state appointment fees will be automatically deducted from your checking or savings account. This eliminates the need for you to write a check for these fees and allows us to better service your account.

ST	STATE	Resident Appointment Fee	Non-Resident Appointment Fee
AL	ALABAMA	$30.00 EACH	
AK	ALASKA	No Fee	
AZ	ARIZONA	No Fee	
AR	ARKANSAS	No Fee (SIC pays $20.00)	
CA	CALIFORNIA	$24.00 EACH	
CO	COLORADO	No Fee	
CT	CONNECTICUT	$20.00 EACH	
DC	DISTRICT OF COLUMBIA	$25.00 EACH	
DE	DELAWARE	$25.00 EACH	
FL	FLORIDA	$60.00 EACH	$60.00 + $6.00/county EACH
GA	GEORGIA	$10.00 EACH	
HI	HAWAII	No Fee	
ID	IDAHO	No Fee	
IL	ILLINOIS	No Fee	
IN	INDIANA	No Fee	
IA	IOWA	CGI: $8.00; UTA: $10.00; CRL, PALHIC, GALIC & LOYAL:$20.00 EACH	
KS	KANSAS	$5.00 EACH	
KY	KENTUCKY	Agent $40.00 EACH; Agency $100.00 EACH;	Agent $50.00 EACH Agency $120.00 EACH
LA	LOUISIANA	$20.00 EACH	
ME	MAINE	$30.00 EACH	$70.00 EACH
MD	MARYLAND	No Fee	
MA	MASSACHUSETTS	$75.00 EACH	
MI	MICHIGAN	$5.00 EACH	
MN	MINNESOTA	$10.00 EACH	
MS	MISSISSIPPI	$10.00 EACH	
MO	MISSOURI	No Fee	
MT	MONTANA	No Fee	
NE	NEBRASKA	CGI: $8.00; UTA: $10.00; CRL, PALHIC, GALIC & LOYAL: $20.00 EACH	
NV	NEVADA	$15.00 EACH	
NH	NEW HAMPSHIRE	$25.00 EACH	
NJ	NEW JERSEY	$25.00 EACH	
NM	NEW MEXICO	$23.00 EACH	
NY	NEW YORK	No Fee	
NC	N CAROLINA*	Life & Health $20.00; Med Supp $10.00; LTC $10.00	
ND	N DAKOTA	$10.00 EACH	
OH	OHIO	$20.00 EACH	
OK	OKLAHOMA	$40.00 EACH	
OR	OREGON	No Fee	
PA	PENNSYLVANIA	$15.00 EACH	
PR	PUERTO RICO	No Fee	
RI	RHODE ISLAND	No Fee	
SC	S CAROLINA	No Fee (SIC pays $40.00)	
SD	S DAKOTA	$10.00 EACH	$20.00 EACH
TN	TENNESSEE	$15.00 EACH	
TX	TEXAS	$10.00 EACH	
UT	UTAH	No Fee	
VI	VIRGIN ISLANDS	$20.00 EACH	
VT	VERMONT	$60.00 EACH	
VA	VIRGINIA	$12.00 EACH	
WA	WASHINGTON	$20.00 EACH	
WV	W VIRGINIA	$25.00 EACH	
WI	WISCONSIN	$7.00 EACH	$24.00 EACH
WY	WYOMING	$15.00 EACH	

*If Med Supp & LTC are appointed together at the same time, $10.00 total for both.

GREAT AMERICAN FINANCIAL RESOURCES
Supplemental Benefits Group

Please check each company you wish to be contracted and appointed with:

☐ Great American Life Insurance Company® ☐ Central Reserve Life Insurance Company
☐ United Teacher Associates Insurance Company ☐ Continental General Insurance Company
☐ Loyal American Life Insurance Company® ☐ Provident American Life & Health Insurance Company

PROSPECTIVE ASSOCIATE'S APPLICATION AND PROFILE

I. PERSONAL INFORMATION

Full Name _____
First *Middle* *Last*

Date of Birth _____ / _____ / _____ Gender _____ SSN _____

Residence Address _____
Street *City* *State* *County* *Zip*

Mailing Address _____
Street *City* *State* *County* *Zip*

Phone Number ( ) _____ Fax Number ( ) _____ Email Address: _____

What is your preferred method of communication? ☐ Fax ☐ Email

II. BUSINESS and LICENSE INFORMATION (Please attach copies of current licenses in all states you wish to be appointed.)

Please fill out all information. We require that all Associates have E&O coverage.

Do you currently have E & O Coverage ☐ Yes ☐ No If "Yes," attach declaration page to application

Are you registered with the NASD? ☐ Yes ☐ No

If "Yes," current Broker/Dealer affiliation: _____ List CRD Number: _____

Last completion date of Anti-Money Laundering training? _____ (Please include a certification of your completion.)

Make commissions payable to: ☐ Individual ☐ Corporation

Are you applying for an advance? ☐ Yes ☐ 12 MO ☐ 9 MO ☐ 6 MO ☐ No Advances may vary by company; refer to your company commission schedule.

Are you an owner, partner, director or officer of any business? ☐ Yes ☐ No
If "Yes," please attach a separate piece of paper listing the incorporated name of the business (or DBA name), its tax identification number (TIN), complete address and state of incorporation.

AGENCY/CORPORATE DATA (complete only if you want to be appointed as an agency or corporation). Corporation must be licensed with resident state in order to receive commission.

Agency/Corporate Name: _____ Corp. Tax I.D. Number: _____

Mailing Address _____
Street *City* *State* *County* *Zip*

Phone ( ) _____ Fax Number ( ) _____ Email Address: _____

What is your preferred method of communication? ☐ Fax ☐ Email

III BACKGROUND INFORMATION

Please answer all questions. **If you answer "Yes" to any of the questions, please attach a separate sheet with details.**

		Yes	No
1)	Are you or have you ever been appointed with Central Reserve Life Insurance Company, Continental General Insurance Company, Great American Life Insurance Company, Loyal American Life Insurance Company, Provident American Life and Health Insurance Company, and/or United Teacher Associates Insurance Company?	☐	☐
2)	Are you currently charged with or have you ever pled guilty or no contest to, or been convicted of, any crime (excluding minor traffic offenses and including disclosure of expunged or sealed records?)	☐	☐
3)	Are you now or have you ever been the subject of any lawsuit, claim, investigation or proceeding alleging breach of trust or fiduciary duty, forgery, fraud, or any other act of dishonesty?	☐	☐
4)	Have you ever had your agent's license or registration suspended or revoked, or are you now, or have you ever been the subject of any professional license/registration or market conduct investigation, claim or proceeding?	☐	☐
5)	Have you ever been involuntarily terminated or permitted to resign from employment or from an agent or representative appointment, with any insurance or other financial services company other than for lack of production?	☐	☐
6)	Has a bonding, surety or E&O provider denied an application or claim, made payment for you or terminated coverage?	☐	☐
7)	Are you delinquent in any personal or business financial obligations, or does any insurance or financial services company hold a claim against you for commission debit balances?	☐	☐
8)	Are there any outstanding judgments, liens or claims against you, including delinquent tax obligations, or have you or any business in which you were or are an owner, partner, officer or director, ever filed bankruptcy? BANKRUPTCY DISCHARGE/DISMISSAL DATE _____	☐	☐
9)	At any time during the past 10 years have you, or any business, in which you were an owner, partner, officer or director, been involved in any regulatory, civil or criminal matters not disclosed above?	☐	☐

Direct Deposit/Automatic Draft Agreement

I hereby authorize the affiliates of Great American Supplemental Benefits Group (GASBG) to deposit any amounts advanced or owed to me by initiating credit entries to my account at the financial institution (hereinafter "Bank") noted on this form. I authorize the bank to accept and to credit these entries to my account. In the event GASBG erroneously deposits funds into my account, I authorize GASBG to debit my account to recover these erroneous deposits. **I further authorize GASBG to initiate electronic debit entries to my account for the payment of my appointment fees (the entry will appear with a description of "GR AM SUP GRP").** This authorization shall remain in full force until GASBG and Bank have received written notice from me of its termination in such time and manner as to afford GASBG and Bank reasonable opportunity to act on it.

Agt. Name: _____ Agent No.: _____ Checking ☐ Savings ☐

Bank Name: _____ Routing No.: _____ Acct. No.: _____

Assignment of Commissions (if applicable) Complete this section only if commissions are to be paid to another agent or agency other than the applicant.

For the value received, I _____ (assignor) of the city of _____, State of _____

Do hereby assign, transfer and set over to : _____ (assignee) _____ (TIN or SSN)

with address of _____

Its successors and assigns, my rights, title and interest in the first year and renewal commission which shall accrue to me under my GASBG contract. I further certify there is no previous assignment or assignments nor had any bill of sale of these commissions or any part thereof been previously made by me to any other person or persons, nor is there any claim against such commissions outstanding. I do for myself, my executors or administrators, guarantee the validity of the foregoing assignment.

IV. NOTICE

I certify that the information contained herein is true and complete to the best of my knowledge and belief. I further understand that failure to provide true and complete information may result in the denial of this request for appointment and/or subsequent termination thereof. I authorize the Company to conduct an investigation concerning my qualifications for appointment including my character, general reputation, credit worthiness, and personal traits and release any person and/or companies contacted from all liability with respect to the information given. I authorize the Company to investigate me now and at any time while I am contracted with the Company and to share any information obtained with: affiliated companies, appointing agent up-line management and Company management. I further understand that the Company may deny my request for appointment, and may subsequently cancel or rescind my appointment, at its sole discretion. I agree that a photocopy of this authorization and release shall be as valid and binding as an original. I understand and agree that, unless otherwise allowed by law, I am not authorized to solicit business for the Company until my license and appointment have been secured. I certify that I have read and fully agree to the terms and conditions set forth in the Associates Agreement (Form # GASBG-8-0001) including Section 20 which sets forth the terms and provisions relating to Mandatory Mediation, and Mandatory Binding Arbitration, and if I have requested advance commissions, I have read and fully agree to the terms and conditions set forth in the Advance Pledge Agreement (Form # GASBG-8-0001b) and Promissory Note (Form # GASBG-8-0001c) attached to this Application and I hereby agree to be bound by all terms and conditions of said Agreement(s). Under penalty of perjury, I certify that the Social Security Number or taxpayer identification number shown on this form is my correct taxpayer identification number and I am not subject to backup withholding by the Internal Revenue Service.

For Maine Applicants Only – Upon request, you will be informed whether or not a consumer report was requested, and if such report was requested, the name and address of the consumer reporting agency furnishing the report. Maine residents will be provided a copy of your rights under the Maine Fair Credit Reporting Act.

For Washington Applicants Only – The consumer reporting agency which furnished the report is Business Information Group, P.O. Box 286, Marlton, N.J. 08053; for consumer compliance officer contact 800-260-1680.

For California, Minnesota & Oklahoma Applicants Only – A consumer credit report will be obtained through Business Information Group, P.O. Box 286, Marlton, N.J. 08053. If a consumer credit report is obtained, I understand that I am entitled to receive a copy. I want a copy _____ (initials); I do not want a copy _____ (initials). If an investigative consumer report and/or consumer report is processed, I understand I am entitled to a copy. I want a copy _____ (initials); I do not want a copy _____ (initials). * California applicants: If you choose to receive a copy of the consumer report, it will be sent within three (3) days of the employer receiving a copy of the consumer report and you will receive a copy of the investigative consumer report within seven (7) days of the employer's receipt of the report (unless you elected not to get a copy of the report).

Signature of individual soliciting appointment _____ Date _____

Signature of Corporate Officer *(if applicable)* _____ Date _____

To be completed by Recruiter Agent

In consideration of the Company executing this application at my request, the undersigned does personally guarantee the performance of all terms, conditions and covenants of the Associate's Agreement, including the Associate Promissory Note and Associate Advance and Pledge Agreement attached to this Application and assumes personal liability and responsibility for any default in said terms, conditions and covenants. I understand that any and all commissions, both first year and renewal owing to me now or in the future under any contract I have entered into with the Company are hereby assigned as security for the repayment of sums guaranteed by my endorsement hereon and that I am personally responsible upon demand for monies owing hereunder. This guarantee shall survive the termination of any contractual relationship between the affiliates of the Company and the Agent or Appointing Agent.

Printed Name of Appointing Agent _____ Prospective Associate's Commission Level

Signature of Appointing Agent _____ CRL _____ CGI _____ GALIC _____

Agent Number _____ Date _____ Loyal _____ UTA _____ PALHIC _____

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

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 on page 4.)

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

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

GASBG-8-0001 (1-21-08)

ASSOCIATE AGREEMENT

This ASSOCIATE AGREEMENT ("Agreement") is entered into by and between the Great American Supplemental Benefits Group with administrative offices at 11200 Lakeline Blvd., Ste 100, Austin, Texas 78717-5964 ("Company"), and the person or entity that executes this Agreement and whose address is set forth in the Prospective Associate's Application and Profile prepared and submitted in connection herewith (hereinafter, the "Associate").

Section 1: Relationship and Scope of Authority
Subject to the provisions and limitations set forth in this Agreement and in reliance on the promises, representations and warranties of Associate, Company hereby appoints Associate to act as an agent for Company and to represent Company in promoting, soliciting sales of, and selling designated products offered by and through Company. The relationship of Associate and Company shall be that of an independent-contractor relationship, and nothing herein shall be construed to create the relationship of employee and employer, partners or co-venturers. Associate is free to exercise its own judgment as to the time and manner for performing services required under this Agreement. Associate is also free to exercise its own judgment as to the persons from whom Associate will solicit applications and the time and place of solicitation, subject to compliance with applicable law.

Associate is authorized to solicit applications with respect to the designated insurance products offered for sale through Company, to forward those applications for processing, to collect only the initial premium payment due on such applications for processing, to collect only the initial premium payment due on such applications in cases where appropriate (e.g. non-payroll deduct cases), to deliver policies of insurance as directed by Company (if the insured(s) is/are in good health and the initial premium has been paid) and to do any act or perform any duty specifically authorized by Company in writing.

Associate is authorized to recruit and recommend for appointment and contracting agents, independent agents, brokers and other acceptable producing representatives for Company. For purposes hereof, all of the contracting agents, brokers and other acceptable producing representatives within the production hierarchy of Associate which are duly contracted with and appointed by company are sometimes hereinafter referred to as "Subagents". Company reserves the sole discretion and right to approve or disapprove the appointment of any Subagent and to terminate any Subagent for any or no reason.

Associate represents and warrants to Company now and at all times during the effectiveness of this Agreement that Associate and all Subagents hold all licenses, certifications, bonds, and insurance necessary to perform services under this Agreement and on behalf of Company and that the state insurance jurisdiction over Associate or Subagents has not revoked, suspended, denied renewal or otherwise imposed restrictions or limitations on Associate's or any Subagents' licenses, certifications or qualifications necessary to perform under this Agreement and on behalf of Company.

Associate's authority shall not extend beyond the limited authority as set forth in this Agreement and in conjunction with that limited authority Associate hereby agrees and acknowledges that Associate has no authority to:
(i) act in any way contrary to the laws and regulations governing the business of insurance, the ethics of life and health business, including but not limited to, the Agent Code of Ethics and Procedures, and the rules and regulations of Company's as described in Company's manuals, rate books, and general instructions. (ii) contract debts or obligations in the name of Company's or obligate it in any way; bind or attempt to bind Company's by any promise or agreement, including but not limited to, obligation to insure; incur debt, expense or liability in Company's name; make, alter, waive or modify any of the terms or provisions of companies policies, applications or contracts, including riders and amendments; discharge any contract or waive any forfeiture; extend the time for payment of any premium or note; or waive payments in cash; or (iii) collect any premium, except the initial premium.

Section 2: Compensation
During the term of, and subject to provisions of, this Agreement (including, without limitation, the limitations contained in Section 6), and subject to the rules and regulations of Company, Company shall pay to Associate the commissions specified in the attached Commission Schedule on all business produced by it personally or by its Subagents, less any commissions or service fees due Subagents by reason of any contract between Company and such Subagents. Company may, in its sole discretion, determine commissions and renewal commissions on any policy not scheduled therein. Associate shall be solely responsible for paying all expenses incurred by Associate and its Subagents in performance of this Agreement.

The Commission Schedule and any commissions payable there under may be modified from time to time by Company, in its sole discretion, upon ten (10) days written notice to Associate which may be contained in any Company Field Bulletin, email communication or other written communication by Company to Associate.

Section 3: Territory
During the term of this Agreement, Associate and its Subagents may solicit only in territories in which they and Company are duly licensed. No territory is assigned exclusively to Associate and/or its Subagents, and Company may authorize other agents and producers of Company to solicit sales of, sell and market insurance policies and products offered by Company in such territory. Company may, at any time in its sole discretion, discontinue conducting all or any part of its business within all or any party of Associate's territory or any other territory even if Company is still licensed and authorized therein.

Section 4: Responsibilities and Restrictions
Associate shall at all times comply with; and shall cause its Subagents to comply with, all of Company's rules and regulations as such may be amended from time to time and with all applicable federal and state laws and regulations. Associate shall comply with, and shall cause its Subagents to comply with, any and all rules and regulations in any Compliance Manual, Underwriting Manual or Sales Manual published by Company. Associate shall not (i) rebate any premiums or commissions to any party; (ii) make, alter or discharge any contract or policy; (iii) extend time for payment of any premium; (iv) waive any forfeiture, policy provision or premium payment; (v) modify any rate, receipt or requirement; (vi) endorse checks made payable to Company; (vii) advertise or publish any matter or thing concerning Company or its products without filing a proposed copy of such material with Company and obtaining approval, signed by an officer of Company; or (viii) undertake any act on behalf of Company other than as expressly authorized herein.

Associate agrees to comply with applicable provisions of the Gramm Leach Bliley Financial Modernization Act of 1999, as amended from time to time, and any requirements associated with such Act that may be enacted by any state. To the extent that nonpublic personal information of any individual is disclosed to Associate or its Subagents, Associate agrees that it will not disclose or use the information other than to carry out the purposes of this Agreement.

Associate shall be responsible for acquiring and maintaining, and causing its Subagents to acquire and maintain, all licenses in any territory in which Associate or any of its Subagents solicits, negotiates or sells insurance, as required by applicable law. Associate shall pay for all license fees, appointment fees, bond fees, and fees and taxes required by any federal, state or local government relative to Associate and its Subagents. Associate is solely and strictly responsible for the performance, fidelity and honesty of Associate's Subagents, employees and independent contractors, all of whom shall act in accordance with this Agreement. All premiums and funds collected by Associate or its Subagents in connection with the sale of any insurance policy or product shall be held by Associate in trust, and Associate shall act as trustee and fiduciary with respect to those premiums and funds, which will in no event be used by Associate or its subagents for personal, business or other purposes.

Associate agrees to work diligently to prevent lapsing and replacement of Insurance effected hereunder. All insurance placed by Associate shall be the property of Company. Associate covenants and agrees that it will not hold itself out to the public or others as an employee, partner, co-venturer or associate (other than as provided for herein) of Company, and further covenants and agrees that it will not execute contracts purporting to bind Company.

Section 5: Term
This Agreement may be terminated for any or no reason at any time by either party upon written notice to the other. In addition, Company, in its sole discretion, may terminate this Agreement "for cause" immediately upon mailing written notice to Associate's last known address if Associate or any of Associate's Subagents, employees or independent contractors:

(i) commit any fraud or dishonesty in connection with the duties, services or actions being performed on behalf of Company or under this Agreement;
(ii) violate any of the terms of this Agreement;
(iii) violate any laws or regulations governing insurance sales in the state or states in which Associate is licensed and/or other laws of regulations of such state or territory which Associate has been assigned;
(iv) be indicted or convicted of a felony;

(v) publish, distribute or use any circulars, advertising, sales material or other matter referring to Company or to contracts or policies without first securing the written approval or Company as required herein;
(vi) communicate with any Company policyholder for the purpose of replacing, canceling or otherwise terminating a Company policy;
(vii) voluntarily or involuntarily dissolve (if an entity such as a corporation limited liability company, partnership, etc.);
(viii) become insolvent or bankrupt, or make an assignment for the benefit of creditors or be in default of any obligation;
(ix) violate any provision of Section 14 hereof;
(x) violate any term of, or a default occurs under, any Note (defined below) or any Pledge Agreement (defined below).

If this agreement is terminated for cause, then all of Associate's rights to any compensation shall be immediately terminated and forfeited, including but not limited to all commissions and Vested Commissions (defined hereinafter).

Section 6: Commission Limitation, Vesting and Production
In consideration of Associate's services and Agreement as provided herein, Company shall pay to Associate compensation in the form of commission on premiums received by Company for issued policies as described in the appropriate commission schedule(s) ("Commission Schedules") subject to Section 2 of this Agreement which are incorporated herein by reference. The amount of commissions paid by Company on premiums shall be in accordance with the appropriate Commission Schedules executed between Company and Associate.

Commissions shall be paid on premium collected and earned by the Company. Commissions shall be paid, without interest thereon, within sixty (60) days of Company's receipt of premium payment and policy issuance. So long as Associate or any of its Subagents owes Company any Advances (defined hereinafter), Company may, in its sole discretion, apply all commissions owed by Company to Associate against such Advances.

Upon receipt of their commission statement, Associate shall immediately review the commission statement and notify Company of any disputes within sixty (60) days from date of the commission statement. Failure to notify Company within sixty (60) days shall result in Associate's acceptance of the Commissions as stated.

If, for any reason, a portion or all of the premiums is returned to a policyholder or if a policy or product is canceled, the commission paid or payable to Associate or its Subagents hereunder shall be adjusted accordingly, and Associate shall repay, on demand, any commissions received by Associate or its Subagents on that premium.

If this Agreement is terminated by Company for any reason other than for "cause," as defined in Section 5, Associate shall, except as otherwise provided in this Agreement, receive renewal commissions that accrue under the provisions of this Agreement, if any ("Vested Commissions"). The obligation to pay such Vested Commissions shall terminate when the total Vested Commissions so payable are less than $600 annually. In the event of death of the Associate (if an individual), any Vested Commissions shall be paid directly to the estate of the deceased Associate.

Unless otherwise expressly provided in the Commission Schedule Commissions are not payable on underwriting or substandard premium rate ups, renewal premium increases, or enrollment, administration, policy or similar fees.

If an Associate has not written business for a six month period of time, then such Associate may be reassigned to another hierarchy or entity designated by the Company.

Section 7: Advances
Company may, at its discretion, make one or more advances to Associate or its Subagents (each an "Advance") in anticipation of future commissions payable by Company to Associate or its Subagents. All Advances shall be deemed loans made by Company to Associate and shall be reflected in Associate's account or accounts (collectively "Account") on the books of Company. Repayment of the Advances will be governed by the Promissory Note payable by Associate to Company ("Note") executed this date by Associate and the Advance and Pledge Agreement ("Pledge Agreement") between Company and Associate executed this date. Associate's obligations under the Note shall be secured by the Pledge Agreement between Company and Associate executed this date, which Note and Pledge Agreement are attached hereto and incorporated herein by reference. Associate agrees to repay the Advances and perform all other Obligations (as defined in the Pledge Agreement) in accordance with the terms of the Note and the Pledge Agreement. Company may set off against any Advances or other amounts owed by Associate or its Subagents to Company: the amount of any commissions owed by Company to Associate.

Section 8: Method of Remittance on New Applications
Associate shall immediately remit to Company all premiums collected or received by Associate or its Subagents. It is understood and agreed that, unless otherwise pre-authorized by the Company (e.g., specific arrangement for Worksite, Credit Union or direct response sales); Company will accept no application unless accompanied by the initial premium. No commission shall be deemed earned until the premium is paid and the policy is issued, delivered to applicant and accepted by the applicant.

Section 9: HIPPA Regulations
Company is governed by state and federal laws designed to provide for the confidentiality of Protected Health Information of those individuals that the Company insures or reviews as a proposed insured. Company is required to limit the use or disclosure of Protected Health Information to the minimum necessary to accomplish the intended purpose of the use, disclosure or request.

Protected Health Information shall have the same meaning as the term "protected health information" in 45 CFR §164.501, limited to the information created or received by you for or on behalf of the Company. By execution of this Agreement you agree that you will

(i) not use or further disclose Protected Health Information other than as permitted or required by your Associate Agreement or as required by law;
(ii) Use appropriate safeguards to prevent use or disclosure of any Protected Health Information other than as provided for in your Associate Agreement;
(iii) Report to the Company any use or disclosure of Protected Health Information not provided for by your Associate Agreement of which you become aware;
(iv) Ensure that any agent or subcontractor to whom you provide Protected Health Information received from, or created or received by you, on behalf of the Company, agrees to the same restrictions and conditions that apply to you under this Agreement with respect to such information;
(v) Provide access to and make available for amendment the Protected Health Information, at the request of the Company, and in the time and manner designated by the Company;
(vi) Upon termination of this Agreement for any reason, if feasible, return or destroy all Protected Health Information received from, or created or received by you on behalf of the Company. In the event that returning the Protected Health Information is not feasible, notify the Company of such.

You further agree to comply with the applicable provisions of the Gramm Leach Bliley Financial modernization Act of 1999, as amended from time to time, and any requirements associated with such Act that may be enacted in any state. To the extent that non-specific personal information of any individual is disclosed to you, you agree that you will not disclose or use the information other than to carry out your duties on behalf of the Company. If it is determined that you have violated any requirements of applicable state or federal law or any of the aforementioned conditions, such violation shall be deemed a breach of this Agreement.

Section 10: Reinstated Policies and Converted Policies
No commissions shall be paid on lapsed policies. If a lapsed policy is reinstated by Associate or its Subagents, the commission to be paid to Associate and its Subagents shall be the same amount as for the renewal of such policy. If the reinstatement of a lapsed policy written by Associate is accomplished by a different representative of Company, Associate shall not be entitled to a commission on the reinstated policy. Reinstatement commissions are to be determined in accordance with the Commission Schedule in effect at the time of reinstatement. Commissions on rewriting, replacement, or conversion of one form of policy to another (or on surrendered policies) are not covered by this Agreement but may be determined by Company, in its sole discretion.

Section 11: Records and Reports
Associate shall render such reports and keep such records and business accounts as Company requests. For so long as Associate represents Company, Company will furnish Associate with a periodic statement of Associate's Account and will pay any amount due Associate hereunder. Upon receipt of such statement the Associate shall immediately examine it and if not satisfied as to its accuracy, Associate shall return such statement and the payment to Company with full particulars of any discrepancy therein within sixty (60) days of the date of the statement otherwise the statement shall be deemed accepted by Associate as true and correct. The Account on the books of Company shall be competent evidence of such Account for all purposes.

Section 12: Printed Material
Company may furnish Associate with supplies, applications, circulars and printed matter Company deems necessary for doing business under this Agreement. Associate agrees not to publish, distribute or use any circulars, advertising, sales material or other matter referring to Company or to Company's policies without first securing Company's written approval. All printed matter and supplies Company furnishes are property of Company and shall be promptly returned to Company upon request or when this Agreement terminates.

Section 13: Refunds and Rejections
Within the limitations of the law, Company reserves the right, at all times, to reject any application for insurance without specifying cause, and to cancel refuse to renew or modify any policy. Associate shall promptly refund all monies collected on any application by Associate or its Subagents, on which a policy is declined on any application by Associate or Subagents on which Company issued a policy not accepted by the applicant, and on any application by Associate or its Subagents for which the premium is refunded.

Section 14: Policy Replacement Prohibited
Associate agrees that during the term of this Agreement, and for a period of two (2) years following its termination for any reason, associate and his Subagents shall not directly or indirectly contact, solicit, communicate or meet with any of Company's policyholders for the purpose of rewriting, canceling, lapsing or replacing Company policies, and Associate and its Subagents shall not rewrite, cancel, lapse or replace any Company policy.

Furthermore, Associate shall not directly or indirectly attempt to or persuade an agent or producer of Company to terminate or reduce his or her relationship with Company.

Failure to comply with the provisions of this Section will result in termination of this Agreement for cause and termination and forfeiture of any and all commissions or Vested Commissions (if any).

Section 15: Trade Secret Information
Associate does hereby acknowledge, agree and accept that the Trade Secret Information of Company falls within that term as defined by pertinent state Trade Secrets Acts or by the Uniform Trade Secrets Act. Trade Secret Information as used in this Agreement includes, but is not limited to: agent customer or client lists, including names, addresses, telephone numbers, amounts and types of insurance; expiration and renewal dates of policy lists of business leads; claims histories; due dates of premium and amounts thereof; and statements of monthly accounts submitted to Associate and Subagents by Company. All Trade Secret Information furnished to Associate shall be and remain the property of Company. Company derives independent economic value from the Trade Secret Information and from its not being generally known to the public or to other persons who can obtain economic value from its disclosure. Associate will not during or after the term of the Agreement divulge, make known, or otherwise make use of any Trade Secret Information for any purpose except as authorized by Company, including but not limited to the solicitation of business from any person or entity. This Section 15 shall survive the termination of this Agreement for any reason. Failure to comply with the provisions of this Section will result in termination of this Agreement for cause and termination and forfeiture of any and all commissions or Vested Commissions (if any).

Section 16: Liability, Indebtedness and Indemnity
Associate shall be jointly and severally liable, with each Subagent, to Company for the payment of all (i) monies due from Associate or its Subagents, (ii) debit balances on the account of Associate or its Subagents, (iii) debit balances resulting from loans to Associate or its Subagents by Company and (iv) all obligations evidenced by the Note. Company's books shall be prima facie evidence of such debit balances or loans due.

Any indebtedness incurred by Associate or its Subagents to Company shall be payable immediately upon receipt of a written notice from Company. Company may, at any time in its sole discretion, offset against any remuneration due or to become due to Associate, any past, present or future debt or debts due from Associate or its Subagents to Company. Such indebtedness of Associate or its Subagents shall be secured by a first lien in favor of Company on any and all compensation due Associate and shall be binding upon Associate and its assigns and successors. Upon the termination of this Agreement, any and all money belonging to Company in the possession of Associate or its Subagents shall immediately become due and payable and shall be paid over to Company, but Company may, in its sole discretion and without waiving its rights, deduct such indebtedness from any payment provided herein until repaid.

Associate agrees to indemnify Company and its affiliates, shareholders, directors, officers and employees and to hold Company, its affiliates, shareholders, directors, officers and employees harmless from any and all expenses, liabilities, costs, cause or causes of action and damages, including attorneys fees and costs of litigation, resulting from or growing out of any breach of this Agreement, the Note, the Pledge Agreement or any related documents or any unauthorized, or allegedly fraudulent, negligent or wrongful act, omission, statement or representation by Associate, Associate's employees, independent contractors or Subagents. This Section 16 shall survive the termination of this Agreement for any reason.

Section 17: Errors and Omissions
Associate and its Subagents shall at all times carry an Errors and Omissions liability insurance policy of not less than $100,000 per occurrence or such other amount as Company may require, naming Company as an additional insured, issued by an insurance company acceptable to Company.

Section 18: Survivability
Sections 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 18, 19, 20, 21, 22, 23, 24, 25 and 27 of this Agreement shall survive its termination for any reason.

Section 19: Assignment
This Agreement is a continuing obligation and shall be binding upon Company and Associate, and their respective heirs, successors, transferees and assigns, and shall inure to the benefit of and be enforceable by Company and Associate and their respective heirs, successors, transferees and assigns. Associate may not, without the express prior written consent of Company, assign any of its rights or responsibilities hereunder. No assignment of commissions payable by Company to Associate other than as provided herein shall be valid unless authorized by Company in advance in writing, and Company shall at all times have a superior, continuing security interest in all commissions prior to the rights of any permitted assignee. Any assignment so authorized shall be subject to any and all indebtedness of Associate or its Subagents to Company then existing or thereafter accruing. Company may assign its rights hereunder to a third party, including but not limited to any lender, without notice to or consent of Associate.

Section 20: Mandatory Mediation and Arbitration

A. Mandatory Mediation - Except as otherwise provided in this Agreement, all claims, disputes, and controversies arising out of or in any manner relating to this Agreement, or any other agreement executed in connection with this Agreement, or to the performance, interpretation, application or enforcement hereof, including but not limited to occurrence hereof (in each case, "Dispute"), shall be referred to mediation before, and as a condition precedent to, the initiation of any adjudicative action or proceeding, including arbitration, and any suit, action or arbitration shall be barred unless mediation has been attempted in good faith. If there is a Dispute, the party claiming the existence of a dispute must make written demand for mediation prior to instituting a lawsuit, action or arbitration proceeding.

The mediation shall be conducted in Travis County, Texas. Each party shall bear its own expenses incurred as a result of submitting the matter to mediation with the expense of the mediator borne equally by the parties. The mediator shall be chosen by the joint agreement of Company and Associate. In the event an agreement cannot be reached with respect to a mediator, either party may request that Judicial Arbitration and Mediation services, Inc. ("JAMS") or its successor appoint a mediator. Selection of the mediator by JAMS shall be binding.

B. Mandatory Binding Arbitration - Should mediation be unsuccessful, it is agreed that the Dispute shall be submitted to binding, non-appealable arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association in force at the time the demand is filed, unless the parties mutually agree otherwise.

Either party may within sixty (60) days from the date of such unsuccessful mediation or one (1) year from the date of the alleged occurrence resulting in the Dispute, whichever is later, make a demand for arbitration by filing a demand in writing with the other party and serving the same by depositing it in the U.S. Mail, certified mail, return receipt requested. Company and Associate shall each choose, within sixty (60) days after demand for arbitration is made, a former officer or executive of an insurance company as its arbitrator and the two appointed arbitrators shall choose a third arbitrator possessing the same qualifications. If either party fails to appoint an arbitrator within sixty (60) days after the written demand for arbitration is made, the party who has appointed an arbitrator may petition the District Court of Travis County, Texas for an order compelling the non-complying party to appoint its arbitrator. All reasonable costs incurred, as a result of obtaining the court order compelling appointment of an arbitrator shall be paid by the non-complying party.

All arbitration hearings conducted hereunder, and all judicial proceedings to enforce any of the provisions hereof, shall take place in Travis County, Texas. The hearing before the arbitrators of the matter to be arbitrated shall be at the time and place within said County as is selected by the arbitrators.

The decision of any two arbitrators with respect to a Dispute shall be binding and conclusive and non-appealable and shall be submitted to the court for confirmation with the same effect as a judgment.

Each of the parties hereby irrevocably waives punitive, exemplary, consequential and other non-compensatory damages in connection with any arbitration award with respect to any Dispute.

The costs and expenses of arbitration, including the fees of the arbitrators, shall be borne by the losing party or in such proportions as the arbitrators shall determine. The successful party shall recover as expenses all reasonable attorneys' fees incurred by said party in connection with the arbitration proceedings.

C. Exclusivity - Each party agrees that compliance with the requirements of this Section 20 is a condition to its right to assert any claims with respect to a Dispute in any other forum, except only as set forth in subparagraph D below.

D. Exceptions - Notwithstanding any other provision of this Agreement, Company may enforce Associate's compliance with any restrictive covenant, policy replacement prohibitions, confidentiality provision or trade secret provision contained in this Agreement to the fullest extent permitted by law by seeking any remedy available at law or in equity, including but not limited to obtaining a temporary restraining order or injunction, without having to mediate and/or arbitrate, and without needing to post a bond to do so.

In addition, nothing contained in this Agreement shall in any manner limit Company's rights to recover through legal process all amounts due under Section 7 or any other agreement executed in connection with this Agreement.

Associate agrees that Associate is not excused from complying with any restrictive covenant, policy placement prohibition, confidentiality provision or trade secret provision because of any claim Associate may have against Company.

Section 21: Applicable Law
This Agreement shall be governed by the laws of the State of Texas. Exclusive venue with respect to all matters hereunder shall be Travis County, Texas. COMPANY AND ASSOCIATE HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THIS AGREEMENT, ANY NOTE OR ANY PLEDGE AGREEMENT.

Section 22: Partial Invalidity
If any provision of this Agreement is declared invalid for any reason, the invalidity of that provision shall not affect the validity of any other provision of this Agreement, and all other provisions shall remain in full force and effect. It is declared to be the intention of the parties that they would have executed all other provisions of this Agreement without including any such part or parts or portions that may, for any reason, be hereafter declared invalid.

Section 23: Entire Agreement
This Agreement, together with the other agreements incorporated herein by reference, constitutes the entire agreement between the parties and supersedes and replaces any and all prior agreements between Company and Associate. This Agreement may not be modified, altered or amended except by a writing signed by all parties to this Agreement. This Agreement shall be binding upon the successors and heirs of the parties hereto.

Section 24: Company Approval & Effective Date
The Home Office of Company shall have sole authority with respect to any contract or agreement with any agent recruited by Associate or others in Associate's hierarchy. In addition, all licensing of any agents at any level shall be performed by the Licensing Department of Company, and all agents must conform to the market conduct standards of Company.

This Agreement shall become effective upon Associate becoming licensed in Associate's territory for the sale of insurance described herein, or the date of Company's execution of this Agreement at its offices in Texas, whichever shall occur last.

Section 25: Notices
All notices, certificates, requests, demands and other communications provided for hereunder or under any Note or any Pledge Agreement shall be in writing and shall be (a) sent by first class United States mail, or (b) sent by overnight courier of national reputation, in each case addressed to the party whom notice is being given at its address as set forth above or, as to each party, at such other addresses as may hereafter be designated by such Section. All such notices, requests, demands and other communications shall be deemed to have been given on (a) when deposited in the mail if delivered by mail, or (b) the date sent if sent by overnight courier.

Section 26: Amendments
To the extent permitted by law, the terms of this agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the parties hereto, and then such waiver, consent, modification or changes shall be effective only in the specific instance and for the specific purpose given.

Section 27: Agent Information
Associate represents and warrants to Company that it has fully and accurately completed the Prospective Associate's Application and Profile. Without limiting the foregoing, Associate represents and warrants to Company that (i) Associate's correct legal name is as set forth on the execution page hereof, and Associate covenants that it will not change its name without providing at least 30 days prior written notice to Company; (ii) if Associate is an entity (e.g., corporation or limited liability company), Associate's state of incorporation or organization is as set forth on the Prospective Associate's Application and Profile, (iii) if Associate is a partnership, Associate's place of business or, if Associate has more than one place of business, Associate's chief executive office, is as set forth on the Prospective Associate's Application and Profile, and (iv) if Associate is an individual, Associate's principal residency is as set forth on the Prospective Associate's Application and Profile. Associate covenants that it will not change such state of incorporation or organization, principal residency, principal place of business or chief executive office, as the case may be, without providing at least 30 days prior written notice to Company.

ASSOCIATE ADVANCE AND PLEDGE AGREEMENT

This **ASSOCIATE ADVANCE AND PLEDGE AGREEMENT** ("Agreement") is entered into by and between **Central Reserve Life Insurance Company**, **Continental General Insurance Company**, **Great American Life Insurance Company®**, **Loyal American Life Insurance Company®**, **Provident American Life and Health Insurance Company** and/or **United Teacher Associates Insurance Company** (collectively, along with their successors and assigns, the "Company"), with administrative offices at 11200 Lakeline Blvd., Ste 100, Austin, Texas 78717-5964, and the person or entity that executes this Agreement whose address is set forth in the Prospective Associate's Application and Profile prepared and submitted in connection herewith.

Scope of Agreement. On this date Associate and Company have entered into an Associate Agreement (including all addenda, modifications, extensions, renewals and substitutions thereof, the "Associate Agreement") governing their independent contractor relationship. Pursuant to this Agreement, Company may, in its sole discretion, make advances of money to Associate or its Subagents (as defined in the Associate Agreement) ("Advances"), which Advances will be reflected in Associate's account or accounts with Company as reflected on Company's books and records (whether one or more, "Associate's Account"). This Agreement constitutes a security agreement between Associate, as debtor, and Company, as secured party, and creates a security interest granted by Associate to Company in the commissions of Associate and other sums payable by Company to Associate, whether earned, unearned, vested or unvested, in order to secure repayment by Associate of the Advances and other amounts due from Associate or its Subagents to Company; further this Agreement documents the procedures to be followed with respect to Advances. The Associate Agreement is incorporated herein by reference, and its provisions, including but not limited to those pertaining to mediation and arbitration, shall be applicable to this Agreement.

Advances. Company may, in its sole discretion, make Advances to Associate or it's Subagents in accordance with the terms of the Associate Agreement, and the attached Commission Schedules, and each Advance will be a loan of money by Company to Associate. Company will not be obligated to make such Advances and may unilaterally modify Associate's ability to receive Advances at any time without the consent of Associate or its Subagents although Company shall endeavor to notify Associate reasonably promptly of any change to Associate's ability to receive Advances. No Advances will be made other than in the sole discretion of Company and nothing herein shall be construed as a requirement upon Company to make or continue to make Advances. Company, in its sole discretion, may discontinue making Advances to Associate or its Subagents for any reason.

Advances shall also be subject to the following:

a. **Associate's Account.** Each Advance or other amount provided to Associate or its Subagents by Company will be debited by Company to the Associate's Account, which is herein pledged by Associate to Company to secure repayment of the Advances.
b. **Repayment.** All Advances will be deemed to be evidenced by that certain Promissory Note of even date herewith ("Note") executed by Associate payable to the order of Company, which is incorporated herein by reference.
c. **Account Credits.** Commissions earned by Associate under the Associate Agreement will be credited to Associate's Account. No earned commissions on insurance policies for which commissions were originally advanced by Company to Associate will be paid to Associate unless all amounts owed to Company by Associate and its Subagents are fully repaid, including (without limitation) all Advances, all refunds and all other obligations of the Associate and its Subagents to Company.
d. **Refunds.** Associate shall promptly refund to Company all Advances received by Associate or its Subagents from Company with respect to (i) submitted insurance applications for which policies are not issued for any reason, (ii) issued insurance policies which are not acceptable by the applicant therefore, (iii) insurance premiums which are refunded for any reason, and (iv) insurance policies which are rescinded for any reason, including without limitation, fraud or misrepresentation in connection with the insurance application. All such refunds, when received by Company, will be credited to Associate's Account.
e. **Pledge and Collateral.** For value received, Associate hereby assigns and transfers to Company and grants Company a security interest in, and a lien on, any and all commissions and other amounts payable by Company or any affiliate of Company, to Associate at any time and from time to time as reflected in the Associate's Account and otherwise, whether earned, unearned, vested or unvested (the "Collateral"). The Collateral shall be held by Company. This Agreement is made to secure the repayment by Associate of any and all Advances and other obligations under the Note and any and all other obligations of Associate or its Subagents to Company or its assigns, including but not limited to those set forth in the Associate Agreement and this Agreement (collectively the "Obligations").

This Agreement will remain in effect until released by Company in writing. Company has no obligation to release this Agreement except upon payment in full of the Obligations. While this Agreement is in effect, neither Associate nor any other party except Company and its assigns and designees can withdraw all or any part of the Collateral. Associate agrees that no joint owner, beneficiary, surviving spouse or representative of Associate's estate shall have any rights in the Collateral in the event of Associate's death or incapacity unless and until the Obligations are paid in full, and then only to the extent the Collateral has vested in and is payable to Associate pursuant to the Associate Agreement. Associate hereby assigns and grants to Company the right to setoff and apply all or any part of the Collateral toward the repayment of the Obligations, whether or not Associate or any of its Subagents is in default of all or any part of the Obligations. Company may exercise such right of setoff without any notice to Associate or consent from Associate (unless such notice or consent is required by law and cannot be waived).

Warranties and Representation. Associate warrants and represents to Company that: (a) except for the security interest created by this Agreement, Associate has good and valid title to the Collateral free from any lien, security interest, encumbrance or claim, and Associate will, during the term of this Agreement, at Associate's cost, keep the Collateral free from other liens, security interests, encumbrances or claims, and defend any action which may affect the security interest created herein or Associate's title to the Collateral; (b) no financing statement covering the Collateral or any part or proceeds thereof is on file in any public office and, at Company's request, Associate will join in authenticating all financing statements and executing all other instruments deemed necessary by Company to perfect or continue the security interest created herein; (c) no part of the Collateral is exempt or protected by law from the effects of this Agreement; (d) Associate's correct legal name is as set forth on the execution page hereof, and Associate will not change its name without providing at least 30 days prior written notice to Company; (e) if Associate is an entity (e.g., corporation or limited liability company), Associate's state of incorporation or organization is as set forth on the execution page hereof, if Associate is a partnership, Associate's place of business or, if Associate has more than one place of business, Associate's chief executive officer, is as set forth on the execution page hereof, or if Associate is an individual, Associate's principal residency is as set forth on the execution page hereof; and (f) Associate will not change such state of incorporation or organization, principal residency, principal place of business or chief executive office, as the case may be, without providing at least 30 days prior written notice to Company.

Events of Default. The happening of any of the following events or conditions shall be a default hereunder: (a) a default in the timely payment or performance of the Obligations; (b) breach of any warranty or representation made by Associate herein or breach of any duty owed by Associate to Company; (c) default in Associate's obligations under the Associate Agreement or any other agreement between Associate and Company; (d) a default under the Note; (e) a termination of the Associate Agreement; (f) death of Associate (if an individual) or dissolution of Associate (if an entity such as a corporation, limited liability company, partnership, etc.); or (g) Associate becomes insolvent or bankrupt (whether voluntary or involuntary) or makes an assignment for the benefit of creditors or is in default of any obligation.

Remedies of Secured Party upon Default. When default or an event of default occurs, and at any time thereafter, Company may at its sole option by notice to Associate declare the entire unpaid principal amount of any or all of the Obligations then outstanding, all unpaid accrued interest thereon and all other amounts due and payable hereunder and under the Note and the Associate Agreement to be forthwith due and payable, whereupon such amounts shall become forthwith due and payable, without presentment, notice of dishonor, protest or further notice of any kind, all of which are hereby expressly waived by Associate. In addition, Company may proceed to enforce payment of the Obligations and may immediately offset any and all remaining Collateral against the Obligations and may exercise any other remedies available under the Uniform Commercial Code of the applicable state or other applicable law.

Waiver. No waiver by Company of any right hereunder or of any default by Associate shall be binding upon Company unless in writing executed by Company. Failure or delay by Company to exercise any right hereunder or waiver of any default of Associate shall not operate as a waiver of any other right, of further exercise of such right, or of any further default.

Applicable Law. This Agreement shall be governed by the laws of the State of Texas. Exclusive venue with respect to all matters hereunder shall be Travis County, Texas.

Credit report and Other Reports. Associate acknowledges and agrees that Company may at any time and from time to time, either directly or through a credit reporting agency, undertake verification or re-verification of any information contained in Associate's independent insurance Associate application to Company, and Associate authorizes Company to request and obtain investigative credit reports including but not limited to information as to Associate's character, general reputation, personal characteristics and mode of living.

Partial Invalidity. If any provision of this Agreement is declared invalid for any reason, the invalidity of that provision shall not affect the validity of any other provision of this Agreement, and all other provisions shall remain in full force and effect. It is declared to be the intention of the parties that they would have executed all other provisions of this Agreement without including any such part or parts, or portions that may, for any reason, be hereafter declared invalid.

Agent Information. Associate represents and warrants to Company that it has fully and accurately completed the Prospective Associate's Application and Profile. Without limiting the foregoing, Associate represents and warrants to Company that (i) Associate's correct legal name is as set forth on the execution page hereof, and Associate covenants that it will not change its name without providing at least 30 days prior written notice to Company; (ii) if Associate is an entity (e.g., corporation or limited liability company), Associate's state of incorporation or organization is as set forth on the Prospective Associate's Application and Profile, (iii) if Associate is a partnership, Associate's place of business or, if Associate has more than one place of business, Associate's chief executive office, is as set forth on the Prospective Associate's Application and Profile, and (iv) if Associate is an individual, Associate's principal residency is as set forth on the Prospective Associate's Application and Profile. Associate covenants that it will not change such state of incorporation or organization, principal residency, principal place of business or chief executive office, as the case may be, without providing at least 30 days prior written notice to Company.

Assignment. Associate may not, without the express written consent of Company, assign any of its rights or responsibilities hereunder. Company may assign its rights hereunder to a third party, including but not limited to any lender, without notice to or consent of the Associate.

ENTIRE AGREEMENT. THIS AGREEMENT, TOGETHER WITH THE AGREEMENTS INCORPORATED HEREIN BY REFERENCE, REPRESENTS THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES, AND ANY AMENDMENT OR MODIFICATION HEREOF SHALL BE IN WRITING AND SIGNED BY THE PARTY BOUND THEREBY. ANY PRIOR ORAL AGREEMENTS BETWEEN THE PARTIES ARE SUPERSEDED BY AND MERGED INTO THIS DOCUMENT, AND THERE ARE NO ORAL AGREEMENTS BETWEEN THE PARTIES.

JURY TRIAL WAIVER. COMPANY AND ASSOCIATE HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THIS AGREEMENT.

ASSOCIATE PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned ("Maker") promises to pay to the order of **Central Reserve Life Insurance Company**, **Continental General Insurance Company**, **Great American Life Insurance Company®**, **Loyal American Life Insurance Company®**, **Provident American Life and Health Insurance Company** and/or **United Teacher Associates Insurance Company** (collectively, along with their successors and assigns, the "Company") with joint offices at 11200 Lakeline Blvd., Ste 100, Austin, Texas 78717-5964 (collectively, along with any successor holder hereof, the "Company"), the aggregate amount of all sums from time to time advanced by or on behalf of Company to Maker or for the benefit of Maker or to Maker's Subagents (as defined in the Associate Agreement (defined hereinafter)) or for the benefit of Maker's Subagents, all as reflected in all of Maker's accounts (collectively, "Account") on the books of Company, or otherwise owed by Maker or its Subagents to Company, with interest on the principal balance from time to time remaining unpaid until this Note shall have been paid in full at the rate hereinafter provided. Maker and Company have entered into an Associate Agreement of even date herewith (including any addenda, modifications, extensions, renewals and substitutions thereof, the "Associate Agreement"), and this Note is executed and delivered pursuant to the terms of the Associate Agreement. Maker agrees and acknowledges that all amounts advanced or deemed advanced to Maker or its Subagents by Company pursuant to the Associate Agreement or otherwise, whether for fees, charge-backs, dues, interest, commission advances or any other charges to the Account, shall be deemed to be advances of principal by Company to Maker payable pursuant to this Note.

Interest Rate. The unpaid principal balance from time to time outstanding hereunder shall bear interest, until the maturity of this Note (whether by demand, acceleration or otherwise), at a rate equal at all times to one percent (1%) per month. With respect to each Advance hereunder, interest shall accrue from the date of such Advance until the date that such Advance has been paid in full. Interest will be calculated and added to the Associate's indebtedness monthly.

Payment. The unpaid amounts of both principal and interest outstanding under this Note shall be due and payable on demand by Company, but if no demand has theretofore been made then demand shall be deemed to have been given by Company immediately upon any termination of the Associate Agreement. Without limiting the generality of the foregoing sentence, the outstanding principal and accrued interest hereunder shall be repaid from time to time with the commissions earned by Maker and received by Company pursuant to the terms of the Associate Agreement and the Pledge Agreement (as defined below). Any payment due under this Note shall be made to the order of Company and sent to the address of Company as first set forth above, or to such other entity or at such other place as Company may from time to time designate in writing to Maker.

Prepayment. The principal or interest of this Note may be prepaid from time to time, in whole or in part, without premium or penalty. All prepayments shall be applied first to accrued by unpaid interest and then to principal.

Default Interest. After the maturity hereof (whether by demand, acceleration or otherwise) or after a default hereunder, all principal, and if permitted by applicable law all past due interest, shall bear interest at the lesser of eighteen percent (18%) per annum or the highest rate permitted by applicable law.

Default. Without in any way limiting the demand provisions hereof, the occurrence of any of the following events shall be considered a default hereunder:

a. the failure of Maker to make timely payment of any principal or interest due hereunder;
b. a failure of Maker to perform any covenant or provision of the Associate Agreement or any other agreement between Maker and Company or any of its affiliates or breach of any duty owed by Maker to Company or any of its affiliates
c. the bankruptcy or insolvency of, the assignment for the benefit of creditors by, or the appointment of a receiver for any of the property of, Maker;
d. termination for any reason of the Associate Agreement; or
e. the death of Maker (if an individual) or dissolution of Maker (if an entity such as corporation, limited liability company, partnership, etc.).

At the option of the holder of this Note, upon the occurrence of any default or at any time thereafter, the entire outstanding principal balance and all accrued unpaid interest and all other amounts due hereunder, and under the Pledge Agreement and the Associate Agreement shall at once become due and payable, without presentment, demand, protest, notice or grace, and the holder may, in addition to all its other rights and remedies, report Maker's name and account information to credit reporting agencies.

The failure to exercise the foregoing options upon the happening of one or more of the foregoing defaults shall not constitute a waiver of the right to exercise any of said options at any subsequent time in respect of the same default or any other default. The acceptance by the holder of this Note of any payment hereunder which is less than the payment in full of all amounts due and payable at the time of such payment shall not constitute a waiver of the right to exercise any of said options at the time or ant any subsequent time or nullify any prior exercise of any such option.

Attorney's Fees. If this Note is not paid at maturity (whether by demand, acceleration or otherwise), or if it is collected by or through an attorney or any bankruptcy, probate, or other court, whether before or after any such maturity, Maker shall pay all costs of collection incurred by the holder hereof, including but not limited to reasonable attorneys' fees.

Waiver of Notice and Consent. Maker waives presentment, notice of dishonor, notice of intention to accelerate the maturity hereof, diligence in collecting, grace, notice and protest, and Maker consents to all extensions which from time to time may be granted by the holder hereof and to all partial payments hereof, whether before or after maturity (whether by demand, acceleration or otherwise).

Legal Interest Limitations. All agreements between Maker and the holder hereof, whether now existing or hereafter arising and whether written or oral, are hereby expressly limited so that in no contingency or event whatsoever, whether by reason of acceleration of the maturity hereof, or otherwise, shall the amount paid, or agreed to be paid to the holder hereof for the use, forbearance, or detention of the money loaned by Company to Maker and evidence hereby or otherwise for the payment or performance of any covenant or obligation contained herein or in any other document evidencing, securing, or pertaining to the indebtedness evidence hereby, exceed the maximum amount permissible under applicable law. If from any circumstance whatsoever, fulfillment of any provision hereof or of such other documents, at the time performance of such provision shall be due, shall involve transcending the limit of validity prescribed by law, then *ipso facto*, the obligation to be fulfilled shall be reduced to the limit of such validity, and if from any such circumstance the holder hereof shall ever receive as interest or otherwise an amount which would exceed the highest lawful rate, such amount which would be excessive interest shall be applied to the reduction of the principal indebtedness of the undersigned to the holder hereof, and then only excess shall be refunded to Maker. All sums paid or agreed to be paid by Maker for the use, forbearance or detention of the indebtedness of Maker to the holder hereof, as evidence hereby or otherwise, shall to the extent permitted by applicable law, be amortized, prorated, allocated, and spread throughout the full term of such indebtedness until payment in full in such manner that there will be no violation of applicable laws pertaining to the maximum rate or amount of interest which may be contracted for, charged or received with respect to such indebtedness. The terms and provisions of this paragraph shall control and supersede every other provision of all agreements between the undersigned and the holder hereof.

Agent Information. Maker represents and warrants to Company that it has fully and accurately completed the Prospective Associate's Application and Profile. Without limiting the foregoing, Maker represents and warrants to Company that (i) Maker's correct legal name is as set forth on the execution page hereof, and Maker covenants that it will not change its name without providing at least 30 days proper written notice to Company; (ii) if Maker is an entity (e.g., corporation or limited liability company), Maker's state of incorporation or organization is as set forth on the Prospective Associate's Application and Profile, (iii) if Maker is a partnership, Maker's place of business or, if Maker has more than one place of business, Maker's chief executive office, is as set forth on the Prospective Associate's Application and Profile, and (iv) if Maker is an individual, Maker's principal residency is as set forth on the Prospective Associate's Application and Profile. Maker covenants that it will not change such state of incorporation or organization, principal residence, principal place of business or chief executive office, as the case may be, without providing at least 30 days prior written notice to Company.

Assignment. Company or any subsequent holder of this Note may assign its rights as holder without notice to Maker and without Maker's consent.

APPLICABLE LAW. THIS NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. EXCLUSIVE VENUE WITH RESPECT TO ALL MATTERS HEREUNDER SHALL BE TRAVIS COUNTY, TEXAS.

Security. This Note is secured by, among other collateral, an Associate Advance and Pledge agreement (the "Pledge Agreement") herewith by and between Maker and Company. Any and all remedies of Company for collection of this Note hereunder or under the Pledge Agreement shall be cumulative, and the pursuit of one remedy shall not be deemed to exclude any other remedies available to Company.

JURY TRIAL WAIVER. COMPANY AND MAKER HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THIS NOTE.

ENTIRE AGREEMENT. THIS PROMISSORY NOTE TOGETHER WITH THE ASSOCIATE AGREEMENT AND THE PLEDGE AGREEMENT, REPRESENTS THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES, AND ANY AMENDMENT OR MODIFICATION HEREOF SHALL BE IN WRITING AND SIGNED BY THE PARTY BOUND THEREBY. ANY PRIOR ORAL AGREEMENTS BETWEEN THE PARTIES ARE SUPERSEDED BY AND MERGED INTO THIS DOCUMENT, AND THERE ARE NO ORAL AGREEMENTS BETWEEN THE PARTIES.

Agent's Code of Ethical Conduct
Great American Supplemental Benefits Group

As an agent for the Great American Supplemental Benefits Group family of companies, you represent our companies to the public, and you embody our professional reputation in your dealings with clients. Our Company supports the Principles of the Insurance Marketplace Standards Association. We ask that all our representatives review and understand the following statement as your commitment to the highest standards of doing business:

- I will treat my clients as I would want to be treated.
- I will study the terms and provisions of any Great American Supplemental Benefits Group contract, which I will sell, so that I can relate it accurately to the potential buyer.
- I will ask questions to learn the client's situation, so I may assist the client in selecting a product that is appropriate to the client's needs, retirement plans, tolerance for risk, and financial situation.
- I will conduct all business with honesty, fairness and integrity.
- All advertising and sales materials I use and comments I make in the sales process will be based on principles of fair business dealing and good faith, and they will have a sound basis in fact.
- I will refrain from focusing sales on inappropriate, disparaging allegations about competitors and their products-comments on the competition will be based on factual knowledge and true comparisons of features and benefits.
- I will comply with all applicable insurance laws and regulations, and with all state and federal laws regarding fair competition.