

## Contract Licensing Procedure

### For New Era/Philadelphia American Medicare Supplement Appointment

- General Agents Contract
  - Sign above “General Agent Signature” page 7
- Sales Representative Contract (only if licensing a corporation)
  - Sign above “Signature of Sales Representative” on left side
  - Sign above “Signature of General Agent/Broker” on right side
- Application for Employment
  - Answer background questions on bottom of first page
  - Sign on “Signature” in middle of second page
- Commission Schedule
  - Sign at bottom above “Agents Signature”
- W-9
  - Sign at bottom
- Assignment of Commissions (only if licensing a corporation)
  - Sign above “Signature of Assignor”
  - Sign next to “By” above “Signature/Title”
- Direct Deposit (optional)

#### PLEASE ATTACH:

- Copy of current State Life and Health License
- Copy of E & O (only for AL & MS)
- Copy of voided check (optional)

**Once complete send contract with attachments to Debbie at:**

**Fax: 405-523-1035**

**Or**

**Email: [contracting@emcagency.com](mailto:contracting@emcagency.com)**

**Or**

**Mail: 5201 North Lincoln**

**Oklahoma City, Ok 73105**

**If you have questions call Debbie Tompkins or Derald Barron**

**Enterprise Marketing**

**800-656-2709**



NEW ERA LIFE INSURANCE COMPANY

NEW ERA LIFE INSURANCE COMPANY OF THE MIDWEST

PHILADELPHIA AMERICAN LIFE INSURANCE COMPANY

FOR HOME OFFICE USE ONLY

Agent # \_\_\_\_\_

Eff. Date \_\_\_\_\_ Code \_\_\_\_\_

State \_\_\_\_\_ Contr Type \_\_\_\_\_ FEP \_\_\_\_\_

APPLICATION FOR APPOINTMENT

- 1. Print or type answers to all questions
2. Send to: New Era Life Insurance Company
P.O. Box 4884
Houston, Texas 77210-4884

- 3. Be sure to attach
• Copy of current resident license and current non-resident license for each state you are requesting appointment.
• W-9 form with correct tax information

AGENT NAME \_\_\_\_\_

CORPORATION NAME \_\_\_\_\_

RESIDENCE ADDRESS \_\_\_\_\_

BUSINESS ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE NO. \_\_\_\_\_ FAX \_\_\_\_\_

PHONE NO. \_\_\_\_\_ FAX \_\_\_\_\_

SOCIAL SECURITY NO. \_\_\_\_\_

T.I.N. \_\_\_\_\_

DATE OF BIRTH \_\_\_\_\_

EMAIL \_\_\_\_\_

INDIVIDUAL LICENSED FOR: [ ] Life [ ] A & H

CORPORATION LICENSED FOR: [ ] Life [ ] A & H

ALL MAIL SENT TO: [ ] Home [ ] Business

PAY COMMISSIONS TO: [ ] Self [ ] Corporation or Agency (If Corporation or Agency, please include Assignment Form)

LICENSE INFORMATION

Resident State License Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

NON-RESIDENT LICENSE(S) CURRENTLY IN FORCE

Table with 5 columns: STATE, LIFE, A&H, LICENSE NO., EXP. DATE. Contains three rows of blank lines for data entry.

LIST COMPANIES YOU CURRENTLY REPRESENT \_\_\_\_\_

- Has your license ever been suspended or revoked? [ ] Yes [ ] No
Have you ever been charged with embezzlement, theft, or any type of felony? [ ] Yes [ ] No
Have you ever appeared before any State Insurance Board or Committee? [ ] Yes [ ] No
Has a justified complaint ever been filed against you with an Insurance Department? [ ] Yes [ ] No
Has any agency contract, to which you were a party, ever been canceled by an insurance company? [ ] Yes [ ] No
Has a suit or judgment ever been brought against you in connection with your insurance activities? [ ] Yes [ ] No
Have you ever been convicted of a crime? [ ] Yes [ ] No
Are you currently in debt to any insurance company or federal agency? [ ] Yes [ ] No

Please attach an explanation for any "Yes" answers to the above questions.

**INSURANCE EXPERIENCE**

(Life/Health Companies)

Name \_\_\_\_\_ Position \_\_\_\_\_ From \_\_\_\_\_ To \_\_\_\_\_

Address \_\_\_\_\_ Supervisor \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_ From \_\_\_\_\_ To \_\_\_\_\_

Address \_\_\_\_\_ Supervisor \_\_\_\_\_

How many years have you been in the insurance industry? \_\_\_\_\_

Circle professional designations earned or indicate courses completed: CLU ChFC CFP CPCU RHU FLMI

Have you ever represented New Era Life, New Era Life of the Midwest, or Philadelphia American Life?  Yes  No

**FAIR CREDIT REPORTING ACT DISCLOSURE**

I understand that as a part of the normal processing procedure, an investigative consumer report may be prepared whereby information is obtained through personal interviews with my neighbors, friends, or any others who are acquainted with me or my agency. This inquiry includes information regarding my character, general reputation, personal characteristics and mode of living. I have a right to make a written request within a reasonable period of time to receive detailed information about the nature and scope of this investigation.

*I state that to the best of my knowledge all information on the application is correct and that I am not presently, nor do I anticipate being involved in either a personal or business filing of bankruptcy.*

Signature  \_\_\_\_\_ Date \_\_\_\_\_

Recruiter's Signature Al Sochor Enterprise Marketing Corp. Date \_\_\_\_\_  
8013-170-0001

**COPY OF CURRENT LICENSE AND W-9 FORM MUST BE ATTACHED.**

Recruiter's Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

New Era Life Insurance Company • Philadelphia American Life Insurance Company • New Era Life Insurance Company of the Midwest  
11720 Katy Freeway #1700 • Houston, TX 77079 • P.O. Box 4884 • Houston, TX 77210-4884  
(281) 368-7200 • (800) 713-4680 • Fax (281) 368- 7282



# PHILADELPHIA AMERICAN LIFE INSURANCE COMPANY

## GENERAL AGENT'S CONTRACT

For

---

Name

Of

---

Address

---

City State Zip

P.O. Box 4884 • Houston, Texas 77210-4884  
200 Westlake Park Blvd. • Suite # 1200 • Houston, Texas 77079

1-800-713-4680 • 281-368-7200

## 1. APPOINTMENT

Subject to the limitations contained herein, the Company hereby constitutes and appoints the General Agent as its agent, for the purpose of soliciting, personally or through Agents and/or Brokers recruited by or assigned to the General Agent, applications for the Company's insurance policies and annuity contracts, and forwarding them to the Home Office of the Company for acceptance or rejection. The General Agent and the Agents or Brokers recruited by or assigned to the General Agent may operate within the territory in which they are properly licensed, but this Agreement does not grant exclusive rights in any territory or for any products.

## 2. RESPONSIBILITIES AND LIMITATIONS

During the continuation of this Agreement, the General Agent agrees to:

- (a) Be responsible for the proper delivery of policies issued by the Company on applications solicited by the General Agent and Agents or Brokers recruited by or assigned to the General Agent.
- (b) Operate only in states where the General Agent and Agents or Brokers recruited by or assigned to the General Agent are licensed to do business and solicit applications only for those products offered by the Company in each such state.
- (c) Comply with all rules, regulations and instructions of the Company pertaining to the conduct of business covered by this Agreement, and be responsible for the supervision of the Agents recruited by or assigned to the General Agent, in complying with such rules, regulations, and instructions.
- (d) Comply with all state, federal and local laws, regulations and orders to which the General Agent and the Agents or Brokers recruited by or assigned to the General Agent may be subject or bound.
- (e) Maintain adequate professional liability (Errors & Omissions) insurance coverage respecting the conduct of the General Agent's business under this Agreement and furnish proof of such coverage to the Company upon request.
- (f) Pay all his or her expenses in the performance of this Agreement.
- (g) Indemnify and hold the Company harmless from losses, expenses, costs and damages resulting from any acts by the General Agent or the General Agent's employees which breach any of the terms of this Agreement.
- (h) Immediately forward to the Company by cash or check all premiums received by the General Agent or the Agents and/or Brokers recruited by or assigned to the General Agent at the time of application or upon delivery of an insurance policy.

### **3. AGENTS AND/OR BROKERS**

The Company agrees to appoint as its agents such licensed persons (Agents and/or Brokers) recruited by the General Agent as meet standards then generally applied by the Company in appointment of Agents and/or Brokers; provided, however, that:

- (a) No such person shall be authorized to represent the Company until an Agent's or Broker's contract is properly executed by the Company and such Agent or Broker is properly licensed and appointed by the Company to solicit business for the Company.
- (b) The Company reserves the right, in its sole discretion, to refuse to appoint any Agent or Broker recruited by the General Agent, and to terminate the appointment of any such Agent or Broker, without any liability to the General Agent.
- (c) If both the General Agent and another Agent of the Company request appointment of the same person, the Company shall appoint that person in whatever capacity is mutually agreed upon by all parties.

### **4. ASSIGNMENT**

No sale, transfer or assignment of this Agreement or of any interest therein, shall be valid without the consent of the Company made in writing and signed by an Officer of the Company and dated at its Home Office.

### **5. LIMITS OF AUTHORITY**

The General Agent is not authorized to obligate or bind the Company to any contract of insurance, to waive, alter or change any provision or condition of the Company's insurance policies or annuity contracts or any application for such contracts, any Agent's or Broker's contract, sales literature, illustrations, or receipts; modify or extend the amount of time of any premium payment due to the Company; or receive any money due or to become due the Company except initial premiums and additional first year premium collected when a policy is delivered. The General Agent shall not enter into any contract, incur any expense or obligation of any character whatsoever, or cause or permit the insertion or distribution in any publication or otherwise, of any advertising or publicity matter in any way involving the Company without the prior written approval of the Company. The General Agent is not to prepare, publish, print or circulate, or cause to be prepared, published, printed, or circulated any advertising or sales promotion materials, illustrations, circulars, leaflets, booklets, form letters, radio, telephone or television scripts, or any other information used in the solicitation of insurance, nor advertise its policies or services without the Company's prior written approval.

### **6. APPLICATIONS AND POLICIES**

The Company may, in its discretion, and without liability to the General Agent, reject applications or refund premiums for insurance policies or annuity contracts submitted by the General Agent or Agent and/or Broker recruited by or assigned to the General Agent without specifying the cause; and withdraw, substitute, or change any insurance policy, annuity contract, or premium rate used by the Company.

### **7. INDEBTEDNESS**

The General Agent will be responsible for the payment to the Company on demand of all monies which (a) The General Agent or Agent and/or Broker recruited by or assigned to the General Agent collects on the Company's behalf; (b) are due it because of compensation paid to the General Agent or Agent and/or Broker recruited by or assigned to the General Agent upon premiums or other consideration paid for any insurance policy or annuity contract which the Company thereafter refunded or returned; or (c) are paid or advanced to the General Agent or Agent and/or Broker recruited by or assigned to the General Agent which are not due under this Agreement. Until the Company receives all such monies from the General Agent or Agent and/or Broker recruited by or assigned to the General Agent, the same shall be a debt payable on demand and for which he/she is personally liable.

## **8. LIEN**

As additional security for the payment of any indebtedness under this Agreement or any other Agreement with the Company, the Company shall have a first and prior lien against the compensation due the General Agent under this Agreement. The Company's lien is superior to all other liens under this Agreement. The Company may, at any time offset any such indebtedness against compensation due the General Agent under this Agreement or any agreement he/she has with the Company. If the Company does elect to offset, the offset shall not constitute an election by the Company to forego any other remedies to collect the indebtedness.

## **9. LITIGATION**

- (a) If any legal action is brought against the Company, its employees, the General Agent or Agents and/or Brokers recruited by or assigned to the General Agent, either jointly or severally, by reason of any alleged act, fault, omission, negligence, or failure of the General Agent's or Agents and/or Brokers recruited by or assigned to the General agent, in connection with activities hereunder, the Company may require the General Agent to defend such action. However, at its sole option, the Company may elect to defend such action and expend such sums as are reasonably necessary in connection with such defense including attorneys' fees. On demand, the General Agent shall repay all such costs incurred in such defense. In the event judgment is obtained against the Company or its employees in any such action, the General Agent shall indemnify the Company for such judgment as well as all attendant costs as stated above. The General Agent shall have the same rights in connection with suits brought by third parties and arising from alleged wrongdoing on the part of the Company involving the General Agent and Agent and/or Broker recruited by or assigned to the General Agent. In any event, compromise settlements shall be considered and shall be accepted as may be reasonable.
- (b) The General Agent shall not commence any litigation between the General Agent and any other agent of the Company, or applicant to or policyholder of the Company upon any matter relating to the business of the Company, without first obtaining the written consent thereto by the President of the Company, which consent shall no be unreasonable withheld.

## **10. COMPANY PROPERTY**

Sales brochures, applications, rate books, policyholder cards and all other supplies furnished by it will remain Company property. They are to be accounted for and returned by the General Agent on demand. The General Agent agrees to be responsible for any damage or misuse thereof. Company property is subject to examination during normal business hours and without notice by a duly authorized representative of the company.

## **11. PERSONAL DEVELOPMENT AND SERVICE**

The General agrees to become fully informed as to the provisions and benefits of each product offered by the Company for which the General Agent or Agents and/or Brokers recruited by or assigned to the General Agent solicit applications, and to insure that such Agents and Brokers are so informed. The General Agent further agrees to represent such products adequately and fairly to prospects, and to use his or her best efforts to provide service to customers and to maintain in force any business placed with the Company.

## **12. COMPENSATION**

Subject to all provisions of this Agreement, the Company agrees to pay the General Agent compensation for services rendered hereunder on insurance policies and annuity contracts issued on applications solicited by the General Agent or Agents and/or Brokers recruited by or assigned to the General Agent in accordance with the attached Commission Schedules.

- (a) Change in Schedule  
The Commission Schedule attached to this Agreement may be changed by the Company at any time by notice to the General Agent, provided, however, such change shall be applicable only to policies of insurance thereafter issued.

- (b) Reinsurance  
If all or any portion of a policy of insurance issued by the Company through the solicitation of the General Agent or Agent and/or Broker recruited by or assigned to the General Agent is reinsured by the Company, the right is reserved by the Company to change the compensation provided for in the attached Commission schedules to the extent deemed advisable by the Company to provide for the reinsurance.
- (c) Renewal Commissions on Termination, Death or Total Disability of the General Agent  
If this Agreement is terminated for any reason including death or, if, in the sole judgment of the Company, the General Agent is totally disabled by reason of physical or mental impairment, renewal commissions (but not service fees) on business produced by the General Agent at the rates and for the periods specified in the attached Commission Schedule shall, subject to the other provisions of this Agreement, be paid as they accrue to the account of the General Agent or the heirs or legal representatives or the General Agent in accordance with this Agreement.
- (d) Termination of Service Fees  
In no event shall service fees be payable after the death or, as determined by the Company, the total physical or mental disability of the General Agent or after the termination of this Agreement for any other reason.
- (e) Conversion, Chances and Replacements  
The compensation on conversions of term policies, changes in plan and replacement policies shall be governed by the rules and practices adopted by the Company.

### **13. TERMINATION**

At any time either the General Agent or the Company may terminate this Agreement without cause by giving thirty (30) days notice in writing sent to the last known address of the other. This Agreement shall terminate immediately upon the date of the General Agent's death, bankruptcy, or insolvency, or, in the event the General Agent is a corporation or partnership, upon the dissolution thereof, or upon the termination or nonrenewal of the General Agent's license to represent the Company. Without notice this Agreement shall immediately terminate for cause if the General Agent:

- (a) Fails to comply with or commits any material violation of any provision of this Agreement.
- (b) Violates any law or regulation regarding the sale of insurance or annuities or fails to comply with any court or administrative agency order.
- (c) Forfeits his or her license to write insurance in any State by reason of action commenced against the General Agent by the Insurance Department of that State, whether as part of a revocation of such license or in an effort to compromise or settle such proceedings.
- (d) Induces or attempts to induce any policyholder of the Company to surrender or lapse any policy of insurance or annuity contract with the Company or to reduce or discontinue any premium payments to it.
- (e) Withholds, converts, or fails to account for and remit promptly any monies, funds, policies, or other property belonging to or returnable to the Company.
- (f) Does any act which injures the business or reputation of the Company.
- (g) Induces or attempts to induce any Agent, employee or representative of the Company to terminate his/her relationship with the Company.
- (h) Threatens or acts in an abusive manner toward the Company or any of its employees.



If this Agreement is terminated for cause as provided in this paragraph or if this Agreement is terminated without cause but the Company later discovers that during the General Agent's association with the Company or afterwards that the General Agent has committed any of the acts described in this paragraph then the General Agent shall forfeit to the Company all right, title and interest in any compensation due the General Agent under this Agreement. A forfeiture under this paragraph shall not constitute an election by the company to forego any claim it may have against the General Agent.

#### **14. NOTICE**

Any notice given under any provision of this Agreement shall be complete upon deposit, postage prepaid, in the U.S. mail addressed to the General Agent at the General Agent's address according to the Company's records or to the Company at its home office, whichever applies.

#### **15. RELATIONSHIP**

Nothing contained herein is intended or shall be construed to create the relationship of employer and employee between the General Agent, the Agent and/or Broker, and the Company, or between the General Agent and the Agent and/or Broker shall at all times be deemed independent contractors. The General Agent and the Agent or Broker shall be free to exercise their own judgment as to the persons from whom they will solicit applications for insurance policies and annuity contracts and the time and place of such solicitation, but the Company may, from time to time, prescribe rules, regulations or instructions respecting the conduct of the business covered hereby, not interfering with such freedom of action of the General Agent and any Agent or Broker recruited by or assigned to the General Agent, who shall nevertheless be subject to and comply with such rules, regulations, and instructions. The General Agent and any Agent or Broker recruited or assigned to the General Agent shall at all times be free to contract with other insurance companies and solicit business on their behalf.

#### **16. REPLACEMENT**

This Agreement terminates and supersedes any and all other agreements made between the General Agent and the Company to represent the Company.

#### **17. RIGHTS OF COMPANY**

The Company may make such changes as it deems advisable in the conduct of its business or discontinue at any time issuing any of its forms of policy contracts or other instruments issued in the pursuance of its business and no liability to the General Agent will attach to the Company by reason of its so doing. The Company shall have the right to test-market any of its products or policies on a select basis at the discretion of the Company.

#### **18. INJUNCTION**

The General Agent agrees that if, during this Agreement, or within two years after termination thereof; if the General Agent does any of the acts described in paragraph 13 subparagraph (d), (e), (f), or (g) of this Agreement, that damages, if any, and remedies at law for doing such acts would be inadequate. Therefore, in the event the General Agent does any such acts, the Company shall be entitled to an injunction, without the necessity of furnishing bond restraining the General Agent from any such act. The General Agent agrees that any such act would result in continuing irreparable harm and damage to the Company but nothing contained herein shall be construed as prohibiting the Company from pursuing any other remedies available to the Company, including the recovery of damages from the General Agent.

**19. LAW GOVERNING AND JURISDICTION**

This Agreement is made and entered into upon its acceptance by the Company at its Home Office in Houston, Texas, and shall be governed by the laws of the State of Texas. All compensation payable hereunder by the Company shall be payable at Houston, Texas. The General Agent agrees that any actions or legal proceedings arising out of or in any way relating to this Agreement, whether initiated by the General Agent or the Company, shall be brought in the courts of Harris County, Texas, which shall have jurisdiction and venue over any litigation resulting from any violation or interpretation of the terms and conditions of this Agreement.

**20. SAVINGS CLAUSE**

If any provision of this Agreement shall be contrary to the laws of the particular state, county, or jurisdiction where used, such contrary provision shall not entirely invalidate this Agreement, and this Agreement shall be construed as not containing the particular provision held to be invalid in such state, county or jurisdiction and the rights and obligations of the General Agent and the Company shall be construed and enforced in such a manner as nearly as possible to effect the intent and purposes of the Agreement.

**21. WAIVER**

The forbearance or neglect of the Company to insist upon the performance of this Agreement or its failure to take advantage of its rights and privileges in case of any violation hereof by the agent, shall not constitute a waiver of any such rights and privileges. No waiver or modifications of any of the terms or conditions of this Agreement shall be binding upon the Company unless made in writing and signed by an officer of the Company and dated at its Home Office.

**22. ENTIRE CONTRACT**

This Agreement and the attached Commission Schedules, along with all supplements and amendments, if any, constitute the entire contract between the parties.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

Effective Date: \_\_\_\_\_, 20 \_\_\_\_\_.

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



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

\_\_\_\_\_  
By Authorized Officer of Houston, Texas

\_\_\_\_\_  
Title

Eldercare Insurance Services, Inc.



PHILADELPHIA AMERICAN LIFE INSURANCE COMPANY

GENERAL AGENT'S CONTRACT

For

---

Name

Of

---

Address

---

City State Zip

P.O. Box 4884 • Houston, Texas 77210-4884  
200 Westlake Park Blvd. • Suite # 1200 • Houston, Texas 77079

1-800-713-4680 • 281-368-7200

## 1. APPOINTMENT

Subject to the limitations contained herein, the Company hereby constitutes and appoints the General Agent as its agent, for the purpose of soliciting, personally or through Agents and/or Brokers recruited by or assigned to the General Agent, applications for the Company's insurance policies and annuity contracts, and forwarding them to the Home Office of the Company for acceptance or rejection. The General Agent and the Agents or Brokers recruited by or assigned to the General Agent may operate within the territory in which they are properly licensed, but this Agreement does not grant exclusive rights in any territory or for any products.

## 2. RESPONSIBILITIES AND LIMITATIONS

During the continuation of this Agreement, the General Agent agrees to:

- (a) Be responsible for the proper delivery of policies issued by the Company on applications solicited by the General Agent and Agents or Brokers recruited by or assigned to the General Agent.
- (b) Operate only in states where the General Agent and Agents or Brokers recruited by or assigned to the General Agent are licensed to do business and solicit applications only for those products offered by the Company in each such state.
- (c) Comply with all rules, regulations and instructions of the Company pertaining to the conduct of business covered by this Agreement, and be responsible for the supervision of the Agents recruited by or assigned to the General Agent, in complying with such rules, regulations, and instructions.
- (d) Comply with all state, federal and local laws, regulations and orders to which the General Agent and the Agents or Brokers recruited by or assigned to the General Agent may be subject or bound.
- (e) Maintain adequate professional liability (Errors & Omissions) insurance coverage respecting the conduct of the General Agent's business under this Agreement and furnish proof of such coverage to the Company upon request.
- (f) Pay all his or her expenses in the performance of this Agreement.
- (g) Indemnify and hold the Company harmless from losses, expenses, costs and damages resulting from any acts by the General Agent or the General Agent's employees which breach any of the terms of this Agreement.
- (h) Immediately forward to the Company by cash or check all premiums received by the General Agent or the Agents and/or Brokers recruited by or assigned to the General Agent at the time of application or upon delivery of an insurance policy.

### **3. AGENTS AND/OR BROKERS**

The Company agrees to appoint as its agents such licensed persons (Agents and/or Brokers) recruited by the General Agent as meet standards then generally applied by the Company in appointment of Agents and/or Brokers; provided, however, that:

- (a) No such person shall be authorized to represent the Company until an Agent's or Broker's contract is properly executed by the Company and such Agent or Broker is properly licensed and appointed by the Company to solicit business for the Company.
- (b) The Company reserves the right, in its sole discretion, to refuse to appoint any Agent or Broker recruited by the General Agent, and to terminate the appointment of any such Agent or Broker, without any liability to the General Agent.
- (c) If both the General Agent and another Agent of the Company request appointment of the same person, the Company shall appoint that person in whatever capacity is mutually agreed upon by all parties.

### **4. ASSIGNMENT**

No sale, transfer or assignment of this Agreement or of any interest therein, shall be valid without the consent of the Company made in writing and signed by an Officer of the Company and dated at its Home Office.

### **5. LIMITS OF AUTHORITY**

The General Agent is not authorized to obligate or bind the Company to any contract of insurance, to waive, alter or change any provision or condition of the Company's insurance policies or annuity contracts or any application for such contracts, any Agent's or Broker's contract, sales literature, illustrations, or receipts; modify or extend the amount of time of any premium payment due to the Company; or receive any money due or to become due the Company except initial premiums and additional first year premium collected when a policy is delivered. The General Agent shall not enter into any contract, incur any expense or obligation of any character whatsoever, or cause or permit the insertion or distribution in any publication or otherwise, of any advertising or publicity matter in any way involving the Company without the prior written approval of the Company. The General Agent is not to prepare, publish, print or circulate, or cause to be prepared, published, printed, or circulated any advertising or sales promotion materials, illustrations, circulars, leaflets, booklets, form letters, radio, telephone or television scripts, or any other information used in the solicitation of insurance, nor advertise its policies or services without the Company's prior written approval.

### **6. APPLICATIONS AND POLICIES**

The Company may, in its discretion, and without liability to the General Agent, reject applications or refund premiums for insurance policies or annuity contracts submitted by the General Agent or Agent and/or Broker recruited by or assigned to the General Agent without specifying the cause; and withdraw, substitute, or change any insurance policy, annuity contract, or premium rate used by the Company.

### **7. INDEBTEDNESS**

The General Agent will be responsible for the payment to the Company on demand of all monies which (a) The General Agent or Agent and/or Broker recruited by or assigned to the General Agent collects on the Company's behalf; (b) are due it because of compensation paid to the General Agent or Agent and/or Broker recruited by or assigned to the General Agent upon premiums or other consideration paid for any insurance policy or annuity contract which the Company thereafter refunded or returned; or (c) are paid or advanced to the General Agent or Agent and/or Broker recruited by or assigned to the General Agent which are not due under this Agreement. Until the Company receives all such monies from the General Agent or Agent and/or Broker recruited by or assigned to the General Agent, the same shall be a debt payable on demand and for which he/she is personally liable.

## **8. LIEN**

As additional security for the payment of any indebtedness under this Agreement or any other Agreement with the Company, the Company shall have a first and prior lien against the compensation due the General Agent under this Agreement. The Company's lien is superior to all other liens under this Agreement. The Company may, at any time offset any such indebtedness against compensation due the General Agent under this Agreement or any agreement he/she has with the Company. If the Company does elect to offset, the offset shall not constitute an election by the Company to forego any other remedies to collect the indebtedness.

## **9. LITIGATION**

- (a) If any legal action is brought against the Company, its employees, the General Agent or Agents and/or Brokers recruited by or assigned to the General Agent, either jointly or severally, by reason of any alleged act, fault, omission, negligence, or failure of the General Agent's or Agents and/or Brokers recruited by or assigned to the General agent, in connection with activities hereunder, the Company may require the General Agent to defend such action. However, at its sole option, the Company may elect to defend such action and expend such sums as are reasonably necessary in connection with such defense including attorneys' fees. On demand, the General Agent shall repay all such costs incurred in such defense. In the event judgment is obtained against the Company or its employees in any such action, the General Agent shall indemnify the Company for such judgment as well as all attendant costs as stated above. The General Agent shall have the same rights in connection with suits brought by third parties and arising from alleged wrongdoing on the part of the Company involving the General Agent and Agent and/or Broker recruited by or assigned to the General Agent. In any event, compromise settlements shall be considered and shall be accepted as may be reasonable.
- (b) The General Agent shall not commence any litigation between the General Agent and any other agent of the Company, or applicant to or policyholder of the Company upon any matter relating to the business of the Company, without first obtaining the written consent thereto by the President of the Company, which consent shall no be unreasonable withheld.

## **10. COMPANY PROPERTY**

Sales brochures, applications, rate books, policyholder cards and all other supplies furnished by it will remain Company property. They are to be accounted for and returned by the General Agent on demand. The General Agent agrees to be responsible for any damage or misuse thereof. Company property is subject to examination during normal business hours and without notice by a duly authorized representative of the company.

## **11. PERSONAL DEVELOPMENT AND SERVICE**

The General agrees to become fully informed as to the provisions and benefits of each product offered by the Company for which the General Agent or Agents and/or Brokers recruited by or assigned to the General Agent solicit applications, and to insure that such Agents and Brokers are so informed. The General Agent further agrees to represent such products adequately and fairly to prospects, and to use his or her best efforts to provide service to customers and to maintain in force any business placed with the Company.

## **12. COMPENSATION**

Subject to all provisions of this Agreement, the Company agrees to pay the General Agent compensation for services rendered hereunder on insurance policies and annuity contracts issued on applications solicited by the General Agent or Agents and/or Brokers recruited by or assigned to the General Agent in accordance with the attached Commission Schedules.

- (a) Change in Schedule  
The Commission Schedule attached to this Agreement may be changed by the Company at any time by notice to the General Agent, provided, however, such change shall be applicable only to policies of insurance thereafter issued.

- (b) Reinsurance  
If all or any portion of a policy of insurance issued by the Company through the solicitation of the General Agent or Agent and/or Broker recruited by or assigned to the General Agent is reinsured by the Company, the right is reserved by the Company to change the compensation provided for in the attached Commission schedules to the extent deemed advisable by the Company to provide for the reinsurance.
- (c) Renewal Commissions on Termination, Death or Total Disability of the General Agent  
If this Agreement is terminated for any reason including death or, if, in the sole judgment of the Company, the General Agent is totally disabled by reason of physical or mental impairment, renewal commissions (but not service fees) on business produced by the General Agent at the rates and for the periods specified in the attached Commission Schedule shall, subject to the other provisions of this Agreement, be paid as they accrue to the account of the General Agent or the heirs or legal representatives or the General Agent in accordance with this Agreement.
- (d) Termination of Service Fees  
In no event shall service fees be payable after the death or, as determined by the Company, the total physical or mental disability of the General Agent or after the termination of this Agreement for any other reason.
- (e) Conversion, Chances and Replacements  
The compensation on conversions of term policies, changes in plan and replacement policies shall be governed by the rules and practices adopted by the Company.

### **13. TERMINATION**

At any time either the General Agent or the Company may terminate this Agreement without cause by giving thirty (30) days notice in writing sent to the last known address of the other. This Agreement shall terminate immediately upon the date of the General Agent's death, bankruptcy, or insolvency, or, in the event the General Agent is a corporation or partnership, upon the dissolution thereof, or upon the termination or nonrenewal of the General Agent's license to represent the Company. Without notice this Agreement shall immediately terminate for cause if the General Agent:

- (a) Fails to comply with or commits any material violation of any provision of this Agreement.
- (b) Violates any law or regulation regarding the sale of insurance or annuities or fails to comply with any court or administrative agency order.
- (c) Forfeits his or her license to write insurance in any State by reason of action commenced against the General Agent by the Insurance Department of that State, whether as part of a revocation of such license or in an effort to compromise or settle such proceedings.
- (d) Induces or attempts to induce any policyholder of the Company to surrender or lapse any policy of insurance or annuity contract with the Company or to reduce or discontinue any premium payments to it.
- (e) Withholds, converts, or fails to account for and remit promptly any monies, funds, policies, or other property belonging to or returnable to the Company.
- (f) Does any act which injures the business or reputation of the Company.
- (g) Induces or attempts to induce any Agent, employee or representative of the Company to terminate his/her relationship with the Company.
- (h) Threatens or acts in an abusive manner toward the Company or any of its employees.

If this Agreement is terminated for cause as provided in this paragraph or if this Agreement is terminated without cause but the Company later discovers that during the General Agent's association with the Company or afterwards that the General Agent has committed any of the acts described in this paragraph then the General Agent shall forfeit to the Company all right, title and interest in any compensation due the General Agent under this Agreement. A forfeiture under this paragraph shall not constitute an election by the company to forego any claim it may have against the General Agent.

#### **14. NOTICE**

Any notice given under any provision of this Agreement shall be complete upon deposit, postage prepaid, in the U.S. mail addressed to the General Agent at the General Agent's address according to the Company's records or to the Company at its home office, whichever applies.

#### **15. RELATIONSHIP**

Nothing contained herein is intended or shall be construed to create the relationship of employer and employee between the General Agent, the Agent and/or Broker, and the Company, or between the General Agent and the Agent and/or Broker shall at all times be deemed independent contractors. The General Agent and the Agent or Broker shall be free to exercise their own judgment as to the persons from whom they will solicit applications for insurance policies and annuity contracts and the time and place of such solicitation, but the Company may, from time to time, prescribe rules, regulations or instructions respecting the conduct of the business covered hereby, not interfering with such freedom of action of the General Agent and any Agent or Broker recruited by or assigned to the General Agent, who shall nevertheless be subject to and comply with such rules, regulations, and instructions. The General Agent and any Agent or Broker recruited or assigned to the General Agent shall at all times be free to contract with other insurance companies and solicit business on their behalf.

#### **16. REPLACEMENT**

This Agreement terminates and supersedes any and all other agreements made between the General Agent and the Company to represent the Company.

#### **17. RIGHTS OF COMPANY**

The Company may make such changes as it deems advisable in the conduct of its business or discontinue at any time issuing any of its forms of policy contracts or other instruments issued in the pursuance of its business and no liability to the General Agent will attach to the Company by reason of its so doing. The Company shall have the right to test-market any of its products or policies on a select basis at the discretion of the Company.

#### **18. INJUNCTION**

The General Agent agrees that if, during this Agreement, or within two years after termination thereof; if the General Agent does any of the acts described in paragraph 13 subparagraph (d), (e), (f), or (g) of this Agreement, that damages, if any, and remedies at law for doing such acts would be inadequate. Therefore, in the event the General Agent does any such acts, the Company shall be entitled to an injunction, without the necessity of furnishing bond restraining the General Agent from any such act. The General Agent agrees that any such act would result in continuing irreparable harm and damage to the Company but nothing contained herein shall be construed as prohibiting the Company from pursuing any other remedies available to the Company, including the recovery of damages from the General Agent.



**19. LAW GOVERNING AND JURISDICTION**

This Agreement is made and entered into upon its acceptance by the Company at its Home Office in Houston, Texas, and shall be governed by the laws of the State of Texas. All compensation payable hereunder by the Company shall be payable at Houston, Texas. The General Agent agrees that any actions or legal proceedings arising out of or in any way relating to this Agreement, whether initiated by the General Agent or the Company, shall be brought in the courts of Harris County, Texas, which shall have jurisdiction and venue over any litigation resulting from any violation or interpretation of the terms and conditions of this Agreement.

**20. SAVINGS CLAUSE**

If any provision of this Agreement shall be contrary to the laws of the particular state, county, or jurisdiction where used, such contrary provision shall not entirely invalidate this Agreement, and this Agreement shall be construed as not containing the particular provision held to be invalid in such state, county or jurisdiction and the rights and obligations of the General Agent and the Company shall be construed and enforced in such a manner as nearly as possible to effect the intent and purposes of the Agreement.

**21. WAIVER**

The forbearance or neglect of the Company to insist upon the performance of this Agreement or its failure to take advantage of its rights and privileges in case of any violation hereof by the agent, shall not constitute a waiver of any such rights and privileges. No waiver or modifications of any of the terms or conditions of this Agreement shall be binding upon the Company unless made in writing and signed by an officer of the Company and dated at its Home Office.

**22. ENTIRE CONTRACT**

This Agreement and the attached Commission Schedules, along with all supplements and amendments, if any, constitute the entire contract between the parties.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

Effective Date: \_\_\_\_\_, 20 \_\_\_\_\_.

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



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

\_\_\_\_\_  
By Authorized Officer of Houston, Texas

\_\_\_\_\_  
Title

Eldercare Insurance Services, Inc.

# 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: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ .....	
	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.)

<b>Sign Here</b>	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,

**IMPORTANT COMMISSION PAYMENT INFORMATION**

New Era Life Insurance Companies is pleased to provide direct deposit of your commissions into your bank account.

In order to begin direct deposit, please complete the authorization form below. Please be sure to **sign the form and attach a voided check**. The initial direct deposit processing will take approximately two weeks. You will receive an actual check for any commission due during this time.

If you change your bank account number, please notify us immediately to avoid any delays in your commission. A written request along with a new voided check must be submitted in order to change this information.

**Direct Deposit Authorization**

Please Complete & Return to Home Office /Commission

Agent Name: \_\_\_\_\_ Date: \_\_\_\_\_

Agent Number / Numbers: \_\_\_\_\_

Social Security or Tax ID Number: \_\_\_\_\_

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

I authorize New Era Life Insurance Companies to initiate electronic credit entries for commissions due. Debit entries will only be made if a bank error or a commission processing error has occurred.

Checking Account (*Attach Voided Check and Sign Below*)

Savings Account (*Complete Bank Routing & Account No. and Sign Below*)

Update to existing bank account information

As of \_\_\_\_\_ my bank information is as follows. In order to change the bank information,  
Date

I must submit a written request along with a voided check. This authority will remain in effect until I have canceled in writing.

<b>Financial Institution:</b>	
<b>Branch / City / State</b>	
<b>Routing &amp; Transit #</b>	
<b>Account #</b>	
<b>Signature</b>	

**ASSIGNMENT OF COMMISSIONS**

I, \_\_\_\_\_ (“Assignor”), do hereby assign, transfer and set over unto \_\_\_\_\_ of \_\_\_\_\_ (“Assignee”\*), all rights, title and interest in and to all first year and renewal commissions and due or which shall hereafter become due under Agency Contract dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ between Assignor and the **New Era Life Insurance Companies** (“Companies”). Such amounts should be paid directly to Assignee in Assignee’s name.

This assignment, which shall be effective from and after the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ is complete and irrevocable, and shall remain in full force and effect until a release in writing is given to Assignor by Assignee, with a copy to Company. **New Era Life Insurance Companies** shall not be held liable for any amounts paid to Assignee prior to its receipt of the release.

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Signature of Assignor

I, as Assignee, accept this Assignment of Commissions and agree that I shall take any such commissions subject to all rights, claims, defenses, setoffs and demands which the **New Era Life Insurance Companies** may have against the Assignor.

\_\_\_\_\_  
Witness

Accepted for: \_\_\_\_\_  
Assignee

By: \_\_\_\_\_  
Signature, Title

This Assignment, subject to all rights, claims, defenses, setoffs and demands, which Company may have against the Assignor, is hereby acknowledged.

**NEW ERA LIFE INSURANCE COMPANIES**

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

\*Assignee must hold a current license and be appointed by the Company in the state and for the type of business for which commissions and fees are assigned.



PHILADELPHIA AMERICAN LIFE INSURANCE COMPANY  
SALES REPRESENTATIVE CONTRACT

for

---

Name

of

---

Address

---

City State Zip

P.O. Box 4884 • Houston, Texas 77210-4884  
200 Westlake Park Blvd. • Suite # 1200 • Houston, Texas 77079

1-800-713-4680 • 281-368-7200

This Agreement between Philadelphia American Life Insurance Company (herein referred to as *PALIC* or as *we, our, or us*) and the sales representative (herein referred to as *you, your, or yours*) is subject to the following terms and conditions:

## I. AUTHORITY

- A. **Appointment** - We hereby appoint you to solicit applications for policies of life and health insurance and annuity contracts, to deliver the contracts, to collect the first premiums thereon, and to service the business.
- B. **Relationship** - You shall be free to exercise your own judgment as to the time and manner of performing the services authorized by this Agreement subject to such rules and regulations as may be adopted from time to time by us respecting the conduct of business and not interfering with your freedom of action. You will be an independent contractor and nothing contained herein shall be construed as creating the relationship of employer and employee between you and us.
- C. **Responsibility**- You agree to abide by the terms and conditions of this Agreement and any sales manuals and/or rules and practices of PALIC and agree not to solicit or submit applications unless you are properly licensed. You agree to abide by all applicable local, state, and federal laws and regulations in conducting business under this Agreement.

You shall endeavor to promote our interests and those mutual interests to you and us as contemplated by this Agreement and shall at all times conduct yourself so as not to adversely affect the business reputation or good standing of either yourself or us.

You shall indemnify and hold us harmless from any and all expenses, Costs, causes of action, and / or damages resulting from or growing out of any unauthorized act by you.

## II. COMPENSATION

Commissions-We have no obligation to you for commissions, expense allowances or any form of compensation whatsoever in connection with the services anticipated under this Agreement or which you may perform and expenses incurred by you in the solicitation of applications for insurance issued by us. You understand that you are under direct contract with your General Agent/Broker who has agreed to compensate you for such services or expenses.

## III. CHANGE OR TERMINATION

- A. **Changes** - We may at any time and from time to time change or modify this Agreement.
- B. **Voluntary Termination** - Either of the parties hereto may terminate this Agreement, without standing any cause, by mailing to the other party at their last known address a notice of termination which shall be effective fifteen days from mailing.
- C. **Automatic Termination** -This Agreement terminates automatically (1) upon your death, (2) upon revocation, termination or non-renewal of your agent's / or broker's license(s), (3) if you are a partnership, upon the death of any partner or any change in the partners composing the firm, or dissolution of the partnership for any reason, (4) if you are a corporation upon the dissolution of the corporation or disqualification of the corporation to do business under applicable state laws or (5) upon your filing a petition for bankruptcy or one being filed for you or your being adjudged a bankrupt or by your executing a general assignment for the benefit of creditors.
- D. **Termination for Cause** - We may terminate this Agreement for cause by mailing notice such termination to you at your last known address and that termination shall be effective upon mailing. In determining cause for termination we shall use discretion in gathering facts and information and notify you of our decision in the termination letter written to you.

## IV. GENERAL PROVISIONS

- A. **Bonding** - You agree to furnish and maintain a satisfactory surety or indemnity bond should one be required by law or should we require it.
- B. **Waiver** - Our forbearance or failure to exercise any rights hereunder or insist upon strict compliance herewith shall not constitute a waiver of any right condition or obligation of you under this Agreement.
- C. **Printed Matter** - You will be provided computer software that can be used to generate proposals. Forms, circulars and other printed matter necessary to conduct the business anticipated hereunder with respect to our policies, contracts or agent's agreements will be furnished, Advertising of any nature not supplied by us shall be used by you only after you have received our written approval. Likewise you may use our name and trademark only with our written approval.
- D. **Collection of Money** - You are not authorized to accept any premium for us except the first policy year premiums, unless we provide otherwise in writing. Receipts for premiums must be on the forms furnished by us for that purpose. You shall immediately remit to us all money received or collected on our behalf, and such money shall be considered as our funds held in trust by you. If a check upon which you are the maker is dishonored upon presentation for payment by us, you will become indebted to us for that amount.
- E. **Rights of Rejection and Settlement** - We reserve the right to reject any and all applications and collections submitted hereunder, to discontinue writing any form of policy, to take up and cancel a policy and return the premium or any part thereof.
- F. **Limitations of Authority** - Your authority shall extend no further than as is stated in the Agreement. You shall not (1) make, alter, modify, waive or change any question, statement or answer on any application for insurance, the terms of any receipt given thereon, or the terms of any policy or contract; (2) extend or waive any provision of any policy or contract of the time for payment of premiums; (3) guarantee dividends; (4) deliver any policy unless the applicant therefor is at the time in good health and insurable condition; (5) incur any debts or liability for or against us; or (6) receive any money for us except as herein stated or as you may be specifically authorized.
- G. **Prior Agreements**- This Agreement shall supersede any and all prior agreement(s) between you and us in relation to policies issued through you after this Agreement becomes effective; it being understood, however, that all obligations to us previously incurred or assumed by you and liens created in connection therewith still exist and shall attach hereto.
- H. **Rebating** - You shall not, under any circumstance whatsoever, pay or allow any rebate of premiums or commission in any manner, directly or indirectly nor shall you accept business from or pay any commissions to (1) any producer whose name does not duly and rightfully appear on the application or (2) any person not a licensed representative of us.
- I. **Partnerships** - When you are a partnership, any reference made to you as an individual shall be deemed to mean the partners both jointly and severally as applicable.
- J. **Services of Process** - You shall transmit to our General Counsel at our Home Office by certified mail within 24 hours after receipt, any paper served upon you in connection with any proceeding, hearing or action whether legal or otherwise by or against us. Any failure on your part to comply with this provision which causes additional loss or expense to us shall be reimbursed by you to us.
- K. **Entire Agreement** - The foregoing represents the entire agreement between the parties and we shall not be bound by any other promise, agreement, understanding or representation unless it is made by an instrument in writing, signed by the parties or is in the form of a written notice from us to you which expresses by its terms an intention to modify this Agreement.
- L. **Effective Date** - This Agreement shall take effects as shown below, if you have been duly licensed in the appropriate jurisdiction(s) to perform the functions anticipated herein, and if it is executed by all parties below. This Agreement shall be governed by the laws of the State of Texas.

**M. Severability and Saving Clause** - If it should appear that any term of this contract is in conflict with any rule of law, statute, or regulation in effect in any state where you write or solicit business for us, then any such term shall be deemed inoperative and null and void insofar as it may be in conflict therewith and shall be deemed modified to conform to such rule of law, statute, or regulation. The existence of any such apparent conflict shall not invalidate the remaining provisions of this contract.

Al Sochor / Enterprise Marketing Corp. 8013-170-0001

\_\_\_\_\_  
PRINT NAME OF SALES REPRESENTATIVE  
(Name on License)

\_\_\_\_\_  
NAME OF GENERAL AGENT /BROKER

Individual  Partnership  Corporation

*Al Sochor*

\_\_\_\_\_  
SIGNATURE OF GENERAL AGENT / BROKER

\_\_\_\_\_  
SIGNATURE OF SALES REPRESENTATIVE  
(Officer if a Corporation)

DATE \_\_\_\_\_

EFFECTIVE DATE  
OF AGREEMENT \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF PARTNER OR CORPORATE  
SECRETARY  
(as appropriate)

**PHILADELPHIA AMERICAN LIFE  
INSURANCE COMPANY**

DATE \_\_\_\_\_

BY \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

Eldercare Insurance Services, Inc.