

Appointment Checklist

AGENT INFORMATION (Please Print)			
Last Name		First Name	
Street Address		State	Postal Code
Email Address	Telephone Number		Fax Number

HIERARCHY			
Agency/Agent	Robert Archer / Classic Insurance Agency LLC	Agent # / Commission Code	
Agent		Agent # / Commission Code	
Agent		Agent # / Commission Code	
Agent		Agent # / Commission Code	
Sales Reps		Agent # / Commission Code	

To avoid delay, please include all documents along with signatures where required.

- | | | |
|--|---|--|
| <input type="checkbox"/> Application for Appointment | <input type="checkbox"/> Copy of E & O | <input type="checkbox"/> Copy of 1 Commission Addendum |
| <input type="checkbox"/> Appointment Fee(s) | <input type="checkbox"/> Direct Deposit & Voided Check | <input type="checkbox"/> Copy of 1 Signed Contract (Do Not Date) |
| <input type="checkbox"/> Copy of Current License | <input type="checkbox"/> Advance Agreement | |
| <input type="checkbox"/> W9 | <input type="checkbox"/> Assignment of Commissions (If commissions are payable to Agency or Corp) | |

Please Circle the appropriate state(s) below for your choice of appointment and submit total appointment fee(s)

STATE	RESIDENT FEE	NON-RESIDENT	STATE	RESIDENT FEE	NON-RESIDENT	STATE	RESIDENT FEE	NON-RESIDENT
AL	\$40.00	\$40.00	KY	\$40.00	\$50.00	NM	\$20.00 per line	\$20.00 per line
AK	No fee	No fee	KY Corp	\$100.00	\$120.00	OH	\$15.00 per line	\$15.00 per line
AZ	No fee	No fee	LA	\$20.00	\$20.00	OK	\$30.00	\$30.00
AR	\$20.00 Pd Company	\$60.00 Pd Company	ME	\$25.00	\$45.00	OR	No fee	No fee
CA	\$29.00	\$29.00	MD	No fee	No fee	PA	\$15.00	\$15.00
CO	No fee	No fee	MA	\$75.00	\$75.00	RI	No fee	No fee
CT	\$20.00	\$20.00	MI	\$5.00	\$5.00	SC	\$40.00 Pd Company	\$40.00 Pd Company
D.C.	\$25.00	\$25.00	MN	\$30.00	\$30.00	SD	\$10.00	\$20.00
DE	\$25.00	\$25.00	MS	\$25.00	\$25.00	TN	\$15.00	\$15.00
FL	\$60.00	\$60.00 +\$6.00 cty	MO	No fee	No fee	TX	\$10.00	\$10.00
GA	\$14.84	\$14.84	MT	No fee	No fee	UT	No fee	No fee
HI	No fee	No fee	NC	\$20.00	\$20.00	VT	\$60.00	\$60.00
ID	No fee	No fee	ND	\$10.00	\$10.00	VA	\$10.00	\$10.00
IL	No fee	No fee	NE	\$8.00	\$8.00	WA	\$20.00	\$20.00
IN	No fee	No fee	NV	\$15.00	\$15.00	WV	\$25.00	\$25.00
IA	\$10.00	\$10.00	NH	\$25.00	\$25.00	WI	\$16.00	\$40.00
KS	\$5.00	\$5.00	NJ	\$25.00	\$25.00	WY	\$15.00	\$15.00



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: _____

National Producer Number: _____

NON-RESIDENT LICENSE(S) CURRENTLY IN FORCE

STATE	LIFE	A&H	LICENSE NO.	EXP. DATE
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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 Paine Date _____

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



P.O. Box 4884 ♦ Houston, TX 77210-4884
11720 Katy Freeway ♦ Suite 1700 ♦ Houston, TX 77079
1-800-713-4680



GENERAL AGENT CONTRACT

SECTION 1. PARTIES

This General Agent Contract (referred to as "Contract") is made by and between (select each Company below that applies),

- ☐ NEW ERA LIFE INSURANCE COMPANY (referred to as "Company" singularly or collectively)
- ☐ NEW ERA LIFE INSURANCE COMPANY OF THE MIDWEST (referred to as "Company" singularly or collectively)
- ☐ PHILADELPHIA AMERICAN LIFE INSURANCE COMPANY (referred to as "Company" singularly or collectively)

and you, (Print Your Name or Entity Here) _____, and shall take effect on the date stated on page 5 of this document. This contract supersedes any prior contract(s) that you may have had with Company, except for terms of prior contract(s) that pertain to compensation, vesting, lien(s), and replacement of policies on business written prior to the effective date of this Contract.

SECTION 2. APPOINTMENT

The Company (ies) selected above appoints the person or entity named above as its General Agent (referred to as "GA") as its agent, for the purpose of soliciting, personally or through Agents and/or Brokers recruited by or assigned to the GA, 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 GA and the Agents or Brokers recruited by or assigned to the GA 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.

SECTION 3. RESPONSIBILITIES AND LIMITATIONS

During the continuation of this Agreement, the GA agrees to:

- (a) Be responsible for the proper delivery of policies issued by the Company on applications solicited by the GA and Agents or Brokers recruited by or assigned to the GA.
- (b) Operate only in states where the GA and Agents or Brokers recruited by or assigned to the GA 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 GA, in complying with such rules, regulations, and instructions.
- (d) Comply with all state, federal and local laws, regulations and orders to which the GA and the Agents or Brokers recruited by or assigned to the GA may be subject or bound.
- (e) Maintain adequate professional liability (Errors & Omissions) insurance coverage respecting the conduct of the GA'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 GA or the GA'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 GA or the Agents and/or Brokers recruited by or assigned to the GA at the time of application or upon delivery of an insurance policy.
- (i) Obtain and maintain training required by any local, state or federal law, code, rule or regulation, including but not limited to Anti-Money Laundering training, and timely provide verification of such training to the Company or upon request by the Company.

SECTION 4. AGENT AND/OR BROKER

The Company agrees to appoint as its agents such licensed persons (Agents and/or Brokers) recruited by the GA 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 GA, and to terminate the appointment of any such Agent or Broker, without any liability to the GA.
- (c) If both the GA 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.

SECTION 5. 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.

SECTION 6. LIMITS OF AUTHORITY

The GA 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 GA 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 GA 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.

SECTION 7. APPLICATIONS AND POLICIES

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

SECTION 8. INDEBTEDNESS

The GA will be responsible for the payment to the Company on demand of all monies which

- (a) The GA or Agent and/or Broker recruited by or assigned to the GA collects on the Company's behalf;
- (b) are due it because of compensation paid to the GA or Agent and/or Broker recruited by or assigned to the GA 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 GA or Agent and/or Broker recruited by or assigned to the GA which are not due under this Agreement. Until the Company receives all such monies from the GA or Agent and/or Broker recruited by or assigned to the GA, the same shall be a debt payable on demand and for which he/she is personally liable.

SECTION 9. 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 GA 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 GA 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.

SECTION 10. LITIGATION

- a) If any legal action is brought against the Company, its employees, the GA or Agents and/or Brokers recruited by or assigned to the GA, either jointly or severally, by reason of any alleged act, fault, omission, negligence, or failure of the GA's or Agents and/or Brokers recruited by or assigned to the GA, in connection with activities hereunder, the Company may require the GA 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 GA 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 GA shall indemnify the Company for such judgment as well as all attendant costs as stated above. The GA 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 GA and Agent and/or Broker recruited by or assigned to the GA. In any event, compromise settlements shall be considered and shall be accepted as may be reasonable.
- b) The GA shall not commence any litigation between the GA 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 not be unreasonable withheld.

SECTION 11. 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 GA on demand. The GA 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.

SECTION 12. PERSONAL DEVELOPMENT AND SERVICE

The GA agrees to become fully informed as to the provisions and benefits of each product offered by the Company for which the GA or Agents and/or Brokers recruited by or assigned to the GA solicit applications, and to insure that such Agents and Brokers are so informed. The GA 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.

SECTION 13. COMPENSATION

Subject to all provisions of this Agreement, the Company agrees to pay the GA compensation for services rendered hereunder on insurance policies and annuity contracts issued on applications solicited by the GA or Agents and/or Brokers recruited by or assigned to the GA 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 GA, 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 GA or Agent and/or Broker recruited by or assigned to the GA 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 GA is totally disabled by reason of physical or mental impairment, renewal commissions (but not service fees) on business produced by the GA 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 GA or the heirs or legal representatives or the GA 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 GA 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.

SECTION 14. TERMINATION

At any time either the GA 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 GA's death, bankruptcy, or insolvency, or, in the event the GA is a corporation or partnership, upon the dissolution thereof, or upon the termination or nonrenewal of the GA's license to represent the Company. Without notice this Agreement shall immediately terminate for cause if the GA:

- (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 GA 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.
- (i) Fails to comply with all of the rules, regulations and instructions of the Company pertaining to the conduct of business covered in this Agreement.
- (j) Fails to obtain and maintain training required by any local, state or federal law, code, rule or regulation, including but not limited to Anti-Money laundering training, and timely provide verification of such training to the Company or upon request by the Company.

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 GA's association with the Company or afterwards that the GA has committed any of the acts described in this paragraph then the GA shall forfeit to the Company all right, title and interest in any compensation due the GA 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 GA.

SECTION 15. 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 GA at the GA's address according to the Company's records or to the Company at its home office, whichever applies.

SECTION 16. RELATIONSHIP

Nothing contained herein is intended or shall be construed to create the relationship of employer/employee or agent/principle between the GA, the Agent and/or Broker, and the Company. The relationship between the GA, the Agent and/or Broker, and the Company shall be at all times shall be one of independent contractor. The GA and the Agent or Broker shall be free to exercise their own judgment in the details of their work, the persons from whom they will solicit applications for insurance policies and annuity contracts, and the manner, time and place of such solicitation. The Company may, from time to time, prescribe rules, regulations or instructions respecting the conduct of the its business covered herein. Such rules, regulations or instructions shall not interfere with the freedom of action of the GA and any Agent or Broker recruited by or assigned to the GA, although each shall nevertheless be subject to and required to comply with such rules, regulations, and instructions. The GA and any Agent or Broker recruited or assigned to the GA shall at all times be free to contract with, be appointed by or solicit business on the behalf of other insurance companies.

SECTION 17. REPLACEMENT

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

SECTION 18. 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.

SECTION 19. INJUNCTION

The GA agrees that if, during this Agreement, or within two years after termination thereof; if the GA does any of the acts described in SECTION 14. TERMINATION, 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 GA does any such acts, the Company shall be entitled to an injunction, without the necessity of furnishing bond restraining the GA from any such act. The GA 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 GA.

SECTION 20. 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 GA agrees that any actions or legal proceedings arising out of or in any way relating to this Agreement, whether initiated by the GA 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.

SECTION 21. 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 GA 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.

SECTION 22. 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.

SECTION 23. 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 _____.

XXX-XXXX-

(Last 4 digits) Social Security Number

General Agent Signature

By Authorized Officer of Houston, Texas

Title



AGENT'S UNDERSTANDING OF OUR COMPANY'S PHILOSOPHY

New Era Life Insurance Companies provide affordable insurance solutions that help consumers take control of their financial and health care future. Our quality products are backed by a commitment to keeping insurance premiums stable and as low as possible. This is accomplished through proper underwriting both in the field and at the Home Office.

We are in this together: the client, the agent and the Company. In dealing with potential clients, our agents must consider our need to maintain single-digit rate increases which can only continue to occur with good quality business. In return, the agent will have an exemplary Company in which both the agent and the policyholder can establish a long term relationship.

Our agents are expected to have good persistency to further the Company maintaining stable pricing. We monitor the quality of the business we receive, and evaluate all of our broker agents based on this philosophy and act accordingly. We seek agents that are professional, who will be loyal to our Company, which will allow the Company to maintain stable pricing for your existing clients. To accomplish the above, we will require a minimum of 15 paid applications per year.

By signing below, you are committing to these requirements and will help to prevent anti-selection against the Company.

Print Name

Date

Signature

Agent Loan Agreement And Note

THIS AGREEMENT CREATES A SECURITY INTEREST AND LIEN ON AGENT'S COMMISSION

This agreement is entered into on the _____ day of _____, 20____, by and between New Era Life Ins. Companies (referred to as) "Company", and _____ (and spouse or guarantor if so executed) ("Agent").

WHEREAS, Agent has in force with Company an Agency agreement which authorizes Agent to procure applications for life, accident, health, and annuity insurance and which provides for payment of scheduled commission as premium are paid to Company on policies issued pursuant to such applications ("Agent's Agreement"); and

WHEREAS, Agent desires to receive cash loans (hereinafter referred to as "advances") to be secured by such commissions scheduled in the Agent's Agreement;

NOW, THEREFORE, Company agrees to lend to Agent, and Agent promises to repay to Company, the sums described in this Loan Agreement and Note subject to the terms and conditions contained herein;

1. **Amount of Advances.** Subject to the specific understanding and agreement that compensation of the Agent by the Company is solely by commissions as specified in the Agent's Agreement, the Company hereby agrees to lend the undersigned agent an amount not to exceed **\$10,000** and such advances shall only apply to policy forms authorized on the contract commission schedule and approved by Home Office and only on policies with monthly PAC premium mode. Subject to such maximum limitations, the amount of such advances shall be determined as follows:

- 1.1 The amount of said advances shall be a percentage of said monthly commission, which percentage the Company, in its sole discretion, shall determine.
- 1.2 The percentage of your advance will be _____ % of your first year commission.
- 1.3 The percentage for advances may be changed by the Company by written notice. Any change made will apply to subsequent advances.
- 1.4 From any loans hereunder, there will be deductions taken for the commission collateral lost on account on first year lapses, applications withdrawn, and policies returned to Company as "not taken".
- 1.5 This Loan Agreement and Note shall not apply and no advance will be made on commissions for insurance written on the life of the Agent or any member of Agent's immediate family.
- 1.6 An interest rate of 1% shall be assessed each month to the unpaid balance until such amount is paid in full to the Company.

2. **Nature of Loans' Repayment.** Agent agrees and understands that all monies advanced hereunder are neither salary nor an unconditional obligation owed by the Company for any purposes, and the Agent shall remain unconditionally bound to repay such sums either by direct repayment or direct deduction from commissions in respect to premiums paid to Company or both. Such sums shall first be offset against and initially repayable from Agent's commission; however, this right of first offset is in no way intended to be an exclusive remedy.

3. **Security.** The Company shall have and is hereby given a valid superior lien on the right of first offset against all commissions and any other compensation payable to Agent under this or any prior contract with the Company and /Agent hereby agrees to pay interest on any outstanding indebtedness at the prevailing rate established by the Company. This lien and right of first offset are not intended to be exclusive of any other remedy available to Company, and each and every remedy at law or in equity shall be cumulative. Section of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies. Further, in order to secure indebtedness evidenced by this note, Agent hereby creates a security interest and superior lien for Company in all commissions currently due to Agent or that will become due to agent from any and all other insurance companies or pursuant to any other agency agreements.

4. **Termination.** The Company reserves the right to terminate the advances under this agreement at any time upon written notice to Agent. The forgoing notwithstanding, the security created hereunder and Agent's obligation to repay loans hereunder shall survive any such termination of advances.

5. Rights Upon Termination. Upon termination of Agent's Agreement of this Loan Agreement and Note, for whatever cause, the sum equivalent to the amount due Company hereunder and under any other loan agreement between Company and Agent shall, upon such termination, become the Principal Amount owing on this Loan Agreement and shall become immediately due and payable by Agent. Agent hereby agrees to repay to Company, such Principal Amount, with interest computed on the basis of a 360-day year of the actual number of days in each interest period on the unpaid principal balance (including any and all accrued interest that may from time to time be added to the principal balance hereof) from the date of this Loan Agreement and Note until paid, at the rate of 1% per month on the unpaid balance owing. Principal and interest shall be payable at the office of New Era Life Insurance Companies as the Noteholder may designate. Upon the failure of the Agent to perform any obligation under this Agreement, the company may employ one or more attorneys to enforce its rights and remedies, and Agent hereby agrees to pay reasonable attorney's fees plus all other reasonable expenses incurred by the Company in exercising any of its rights and remedies hereunder.

6. Right of Prepayment. Agent may prepay the principal amount outstanding in whole or in part. No prepayment penalty shall be charged.

7. Waiver. Presentment, notice of dishonor, and protest are hereby waived by the Agent and any surety, guarantor and endorser hereof.

8. Jurisdiction. This Agreement is made in Houston, Texas, and shall be governed by the laws of the State of Texas. This Agreement shall be enforced in the General Court of Justice, Harris County, Houston, Texas, or at the election of the Company, where the Agent resides. The Agent, wherever he may be, submits himself to the personal jurisdiction of the court of Texas. It is agreed by the Agent that the Insurance Commissioner of Texas shall be agent for valid service of process upon all parties to this Agreement.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement the day and year first written above.

Agent and Guarantors

**New Era life Insurance Company
New Era Life Insurance Company of the Midwest
Philadelphia American Life Insurance Company**

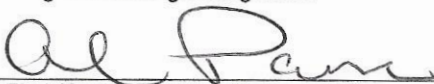
Agent Signature

Authorized Company Officer Signature



Recruiting General Agent Signature

Title



FMO/Guarantor Signature
(Individual Guaranteeing the Loan for GA)

Date



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.**



VERRIDE COMMISSION NOTICE

I understand that the states noted below have adopted the NAIC Producer Licensing Model Act, whereby non-resident companies, corporations and/or individuals NOT directly involved in the sale of a product can receive override commission as long as they hold a valid resident license for the line of insurance for which the override is paid.

In compliance with that act, I further understand that I cannot personally produce business and/or receive any personal new business commissions, because I do not hold a current license in the state(s) listed below, nor do I hold an appointment in those states to represent Philadelphia American Life Insurance Company. I agree to abide by the terms of this agreement, while I am contracted with Philadelphia American Life Insurance Company.

I _____, will receive override commissions only in the non-resident state(s) noted below:

(print agent name)

Circle the appropriate state(s)

ALABAMA	HAWAII	MICHIGAN	OKLAHOMA
ALASKA	IDAHO	MINNESOTA	OREGON
ARIZONA	ILLINOIS	MISSOURI	RHODE ISLAND
ARKANSAS	INDIANA	NEBRASKA	TENNESSEE
COLORADO	IOWA	NEVADA	TEXAS
CONNECTICUT	KENTUCKY	NEW HAMPSHIRE	UTAH
DELAWARE	KANSAS	NEW JERSEY	VERMONT
DISTRICT OF COLUMBIA	MAINE	NORTH CAROLINA	WASHINGTON
	MARYLAND	OHIO	WYOMING

(Signature of Agent)

(Agent Number)

(Date)

License and appointment required in these States:

CALIFORNIA	FLORIDA	GEORGIA	LOUISIANA	MASSACHUSETTS
MISSISSIPPI	MONTANA	NEW MEXICO	NORTH DAKOTA	PENNSYLVANIA
SOUTH CAROLINA	SOUTH DAKOTA	VIRGINIA	WEST VIRGINIA	WISCONSIN

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

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the 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 instructions for line 1 and 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. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign
Here

Signature of
U.S. person ▶

Date ▶

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

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. 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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



NEW ERA LIFE INSURANCE COMPANY
NEW ERA LIFE INSURANCE COMPANY OF THE MIDWEST
PHILADELPHIA AMERICAN LIFE INSURANCE COMPANY



BENEFICIARY DESIGNATION FORM FOR AGENTS ONLY

Instructions: <ol style="list-style-type: none">1. Fill out all un-shaded sections of this form clearly and completely.2. Check the appropriate box for an original designation, or to change an existing designation.3. Ensure that the agent and a disinterested witness sign and date the form.4. Return the form to us via one of these methods: Fax to 281-368-7282 -or- Mail to the attention of Marketing at P.O. Box 4884 Houston, TX 77210-4884		
Agent Number:	Agent Name:(please print)	Agency Name:(please print)
CHECK ONE <input type="checkbox"/> ORIGINAL BENEFICIARY DESIGNATION <input type="checkbox"/> BENEFICIARY DESIGNATION CHANGE	I HEREBY REQUEST UPON MY DEATH THAT ALL FUTURE PROCEEDS BE PAID AS FOLLOWS:	
	PRIMARY BENEFICIARY	
	Name:	
	Address:	
	City, State, ZipCode:	
	SSN:	
	Relationship to Agent:	
	CONTINGENT BENEFICIARY (If the Primary Beneficiary predeceases the Agent)	
	Name:	
	Address:	
	City, State, ZipCode:	
	SSN:	
Relationship to Agent:		
The commission proceeds of the deceased agent will typically be paid to one payee. The designated payee will receive a 1099 at the end of each year if applicable.		

SIGNATURE SECTION

I AGREE THAT MY SIGNATURE BELOW SHALL APPLY TO THE ABOVE REQUESTED CHANGE.	
DATED AT: _____ THIS _____ DAY OF _____, 20____ (City and State)	
_____ PRINT WITNESS'S FULL NAME	_____ PRINT AGENT'S FULL NAME
_____ SIGNATURE OF DISINTERESTED WITNESS (Must be un-related to Agent)	_____ SIGNATURE OF AGENT

NEW ERA LIFE INSURANCE COMPANIES USE ONLY

ACKNOWLEDGEMENT OF REQUEST FOR CHANGE – PLEASE ATTACH TO AGENT CONTRACT	
NEW ERA LIFE INSURANCE COMPANIES HAVE RECEIVED THIS CHANGE REQUEST AND MADE IT PART OF OUR RECORDS	
DATED AT HOUSTON, TX _____	BY _____

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**.

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.

Financial Institution:	
Branch / City / State	
Routing & Transit #	
Account #	
Signature	

Please return this form to:

Contracts@enrollmentcenters.net

Fax: (918) 779-0114

Contact: Bob Archer / (800) 420-9767



New Era Life Insurance Company
New Era Life Insurance Company of the Midwest
Philadelphia American Life Insurance Company

PRE-AUTHORIZED CHECK (PAC)
Appointment Fee Payment Form
(BANK DRAFT)

Bank Name

Name On The Bank Account

Name as it appears on your bank account:

AUTHORIZATION TO MY BANK

As a convenience to me, I hereby request and authorize you to pay and charge to my account, checks or electronic debits drawn on my account by and payable to the order of New Era Life Insurance Companies, provided there are sufficient collected funds in said account to pay the same upon presentation. I understand this will be for the purpose of collecting state specific appointment fees upon my appointment approval and state specific appointment renewal fees. I agree that if any such charge be dishonored, whether with or without cause and whether intentionally or inadvertently, the bank or credit card company shall be under no liability.

By typing your name in the signature box below, you agree that your digital signature shall have the same legal effect as if written by hand.

Signature

Date

ROUTING NUMBER

ACCOUNT NUMBER

SAMPLE CHECK

			5224
			Date
PAY TO THE ORDER OF		\$	
		DOLLARS	
FOR			
ROUTING NUMBER	ACCOUNT NUMBER	CHECK NUMBER	
1231234	123 111 5555	5224	