



Managing General Agent Marketing Agreement

This Agreement is made by and between Colorado Bankers Services, in California, Colorado Bankers Insurance Services, ("CBS") and the producer ("Agent") whose signature appears on the reverse side of this Agreement.

IN CONSIDERATION of the mutual promises and covenants set forth below, the parties hereby agree as follows:

- (1) **Vesting – commissions shall be paid so long as they total Fifty dollars (\$50) in any month.** Agent does not violate any provisions of this Agreement. This is the only interest Agent may have in the business after termination of this Agreement. No assignment of this Agreement or any compensation hereunder shall be valid without prior written consent of CBS.
- (2) Preferred Financial Corporation shall pay to Agent commissions as provided for the commission schedule hereof as complete compensation for all applications procured and for all services performed by or required of Agent hereunder. IF CBS is limited on commissions, Agent shall be so limited. For each policy which Agent fails to deliver as required, Agent shall pay to CBS, upon demand, actual damages, losses, costs or expenses incurred as a result of the failure to adhere to such requirements.
- (3) Agent shall not solicit applications for any insurance unless Agent is properly licensed. Agent must maintain Errors and Omissions insurance personally. Agent must provide CBS with a copy of such coverage before Agent may be appointed and on renewal each year or by request.
- (4) No commissions shall be payable on any policy not accepted by the applicant or on any application declined by the insurance company to whom it is submitted. If CBS is charged back on any case, Agent shall also be charged back. In the event that Agent incurs indebtedness to CBS, CBS may offset against, and deduct from, any compensation due Agent and such indebtedness shall be a first lien against all such compensation. Agent is responsible for all sub Agents actions and debits. Any credit that is not vested will be paid to the next Agent up the hierarchy.
- (5) Agent agrees to refrain from using advertising or any other material not supplied or approved in writing by Preferred Financial Corporation.
- (6) No Forbearance or neglect by CBS to enforce any of the provisions of this Agreement shall invalidate it or thereafter constitute a waiver of any of these provisions or provisions of Request for Appointment.
- (7) CBS may offset any indebtedness with CBS, General Agent Center (GAC), Value Benefits of America (VBA) or affiliates against commissions or overrides. Interest on any unpaid balance shall be 1% per month. Collection fees on unpaid debts to CBS shall be at Representatives cost.
- (8) This Agreement shall terminate automatically upon the death or total and permanent disability of Agent. In the event of death or total and permanent disability, commissions earned on policies still in force will be paid to the estate of Agent or to any other party designated by Agent. Either party may terminate this Agreement upon fifteen (15) days prior written notice to the other party's last known address; or CBS may terminate this Agreement immediately for cause upon written notice to Agent at Agent's last known address. Cause is defined to mean: (a) fraud or breach of any of the terms of this Agreement, (b) failure to pay CBS any monies as herein required, (c) violation of any laws or rules regulating insurance, (d) any illegal act or (e) offering products not specifically authorized by CBS to individuals with whom Agent is given response or leads by CBS. If this Agreement is terminated for cause, Agent shall not be entitled to any further commissions of any kind.
- (9) Agent agrees that in the event Agent's license or appointment terminated, Agent shall pay CBS, promptly and without necessity of formal demand, any and all funds which may be, or become, owing by Agents to CBS, including but not limited to, commissions advanced to Agent but not earned. Any such unpaid indebtedness shall be a first lien on any commissions which are due, or may become due, Agent and CBS may offset such indebtedness against such commissions. Agent further agrees if any such indebtedness shall remain unpaid for more than thirty (30) days after the date of written demand by CBS for payment, Agent shall pay, in addition to such indebtedness, interest thereon from the date of such demand, an account administrative charge of fifteen percent (15%) of the indebtedness and all collection fees. Interest on any unpaid balance shall be 1% per month.
- (10) Upon termination of this Agreement, Agent shall return all leads, books, literature, applications, training materials, records, forms, documents and all other pertaining materials.

- (11) Nothing contained herein shall be construed to create the relationship of employer and employee or a partnership between CBS and Agent or between Agent and any company represented by CBS. Agent shall be responsible for the payment of all taxes, fees and levies which are imposed on Agent for the privilege of doing business. Agent shall be free to exercise Agent's own judgement as to the persons solicited and the time and place of such solicitation.
- (12) For three (3) years after the termination of this Agreement, Agent agrees not to influence or attempt to influence any employee, producer or policyholder to terminate employment or any contract represented by CBS. Should Agent engage in any acts prohibited by law or this Agreement, Agent shall forfeit any commissions to which Agent may be or become entitled to hereunder. Since the amount of damages would be difficult or impossible to prove, in the event of any such act by Agent, it is agreed that CBS would be entitled to declaratory and injunctive relief against Agent and damages in the sum of \$1,000 for each act. CBS does not waive the right to pursue injunctive relief, damages, costs, attorney's fees and any other relief, either equitable or legal, against Agent in the occurrence of any of these events.
- (13) Agent hereby agrees that the ledger accounts of CBS shall be competent and sufficient prima facie evidence of the state of accounts between the parties hereto and the failure of Agent to Object in writing to any statement of account furnished by CBS to Agent, within thirty (30) days from the date such statement is furnished, shall render such statement a correct account as between CBS and Agent.
- (14) If any provision of this Agreement is declared or found to be unenforceable or void pursuant to the law, rules or regulations of any applicable jurisdiction, all other provisions shall remain in full force and effect.
- (15) If Agent is a corporate entity, the persons executing this Agreement as officers of said corporation hereby agree and undertake the personal guarantee and satisfaction of all duties, performances and all obligations, including monies owed to CBS by such corporation under this Agreement. Agent further agrees to provide all corporate information and documents requested by CBS and to provide to CBS immediate notice of any change in the officers or change in stock ownership of the corporation.
- (16) This Agreement shall be governed by the laws of the State of Arizona and enforceable at Phoenix, Maricopa County.
- (17) Upon termination of this agreement, no matter what the reason, CBS shall have the right to solicit for sale the products and to preserve in-force Products and to otherwise conduct its business without any limitation except that imposed by law. Further, both parties agree that all provisions of this agreement shall remain in effect for a period of two years. During said two year period, General Agent shall not attempt to transfer business placed through CBS or Preferred Financial Corporation with a new insurer.
- (18) General Agent shall immediately release all rights, title and interest to all overrides on business submitted by it's Sub-Agent's and issued after the termination of this agreement. The General Agent understands and agrees that after termination of this agreement, CBS shall be free to assign said Sub-Agent's to another General Agent or to appoint such Sub-Agent's as a General Agent of CBS.
- (19) This Agreement is non-exclusive.
- (20) Agent hereby agrees that CBS or any affiliate entity can contract Agent by telephone, facsimile, auto-dialer, e-mail or any other form of technology that becomes available.
- (21) This Producer Commission Amendment is effective and shall apply to new cases of the Product. PRODUCT: "Product" shall mean any (LifeStyle Protector/Timber Ridge Critical Illness Policy sold using the rate card MRCT2 11/06 GUIDE or rate card MRCT-CBS-TRS-5/08.) This commission Amendment shall be deemed to be part of any existing Producer Agreement with Colorado Bankers Services, L.L.C. to which it is applicable and all of the provisions of this Commission Amendment shall be subject to all of the terms and conditions of that existing Producer Agreement. All the terms and conditions of that existing Producer Agreement shall remain in full force and effect in the event a conflict arises with the provisions set forth in this Commission Amendment.

LIFESTYLE PROTECTOR/TIMBER RIDGE 1ST YEAR 0%

2-10 YEARS 0

AGREEMENT ACCEPTED BY

APPROVED BY CBS

X _____



LICENSING / APPOINTMENT FORM

P.O. Box 50145
Phoenix, AZ 85076

NAME (Last, First, Middle)		SOCIAL SECURITY NUMBER or TAX I.D. NUMBER		
BUSINESS ADDRESS 3540 S. Poplar St Suite 110		CITY Denver	STATE CO	ZIP 80237
SHIPPING ADDRESS (UPS will not ship to a P.O. Box) 3540 S. Poplar St Suite 110		CITY Denver	STATE CO	ZIP 80237
RESIDENCE ADDRESS		CITY	STATE	ZIP
BUSINESS PHONE 3035921111	HOME PHONE	FAX	BIRTHDATE	BIRTHPLACE
Contract Name (if other than individual) <input type="checkbox"/> Corporation <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> DBA or Trade Name		List non-resident state(s) in which licensed and desire appointment:		
If applying for corporate or partnership license, list individuals authorized to act under the license with the state. For additional names, attach list.				
NAME AND TITLE			SOCIAL SECURITY NUMBER	
IMPORTANT- Please submit the following				
1. Licensing Appointment Form 2. Commission Schedule (submit only if company is paying commission). 3. Copy of License (if applying for a non-resident appointment, a copy of the non-resident license should be enclosed). 4. Non-resident State Appointment Fee (Make check payable to Preferred Financial corp. or Colorado Bankers Life). 5. If required by your state, an executed State Licensing Form.				
Agent's Declaration and Authorization				
<p>I hereby certify that my answers to the above questions are true. I agree that as your representative, I shall be fully responsible for all monies collected by me, either in part or full payment of premiums, evidenced by my signature on receipts issued by me to applicants. My failure to do so will immediately terminate my association with you and upon the company's demand, I shall return all unused applications, receipts and any and all material held by me.</p> <p>I authorize the individual(s) or companies shown in my application to give any information regarding my employment together with any information they have whether or not in their records, and release said individuals or companies from all liabilities for any damage whatsoever for issuing this information.</p> <p>This application and the information in it is, to the best of my knowledge, an accurate statement of fact. I hereby authorize the Company to conduct an investigation concerning my character, general reputation and personal traits and release any person and companies so contacted from any liability with respect to the content of verbal or written information given to the Company. I further understand that if any material information given in this application is found to be incorrect or incomplete, it will be grounds for termination at the sole discretion of the Company.</p> <p>I hereby authorize the Company to conduct all such inquiries and obtain these investigative reports. I authorize all persons, firms, and entities having information about me to give the Company all information that it requests. I release from liability all persons, firms or entities supplying such information to the Company, and I agree to hold the Company harmless from and indemnify it from any liability which it may incur as a result of conducting any of the inquiries contemplated herein. The Company may provide to its affiliate companies all information it receives during its investigation. The Company may provide to its affiliate companies or third parties, including agencies that assume my debit balance, any financial, business, legal or tax information regarding me that is not part of the investigative report that it receives from third parties or its affiliate companies. I authorize the Company to provide information concerning any past-due debts owed the Company to the credit reporting services to which it subscribes.</p> <p>I certify that I have reviewed this application and that my answers are true. I acknowledge that this application will form a part of any contract with the Company. Further, I understand that if any information is incorrect or incomplete, it will be grounds at the sole discretion of the Company for rejecting this application or for termination of my contract.</p> <p>Under Penalties of Perjury, I certify that the Social Security Number (or Taxpayer Identification Number) shown on this form is my correct identification number.</p>				
Signature of Applicant _____			Date _____	

CODE OF ETHICS

Please review the following statements and indicate your response in the appropriate box.

YES


NO

1. I will fully comply with all laws and regulations regarding the solicitation and sale of any Colorado Bankers Life product.
2. I will make every effort to ascertain and understand the needs and financial circumstances of my clients, and I will make every effort to render the same quality of service to my clients which in the same circumstances, I would expect myself.
3. I will not negotiate or deposit any funds payable to the Company or any payee other than myself or my immediate family.
4. I will not place the Company under any legal obligation that is not within the scope of my authority.
5. I will not accept risks of any kind, make, modify or discharge contracts, extend the time for paying the premium, waive forfeitures or any of the Company's rights or requirements, bind the company by any statement, promise or representation; agree with any applicant to any extra premium for extra risks, or collect any monies other than as provided in the General Agent's Agreement.
6. I will continue to use only sales material approved by the Company in writing and will include all appropriate disclaimers.
7. I will ensure that all signatures on applications or other documents submitted by me are authentic.
8. I will either be responsible for the personal delivery of all policies and contracts to the respective owner in an expedient manner or I will instruct in writing upon submission of new business that Colorado Bankers Life mail these items directly to the owner.
9. I will not be the assignee, owner or beneficiary of any policy issued by the Company, other than a policy on me or on a member of my family. An exception may be authorized, in writing by a Senior Officer of the Company, only where I have a sufficient investment in a business enterprise to justify key person insurance in an amount reasonably related to the investment. Unless and until the exception is granted, no such coverage may be placed in force and no cash may be collected with respect to such an application for a new policy and no change may be effected for an in-force policy.
10. I will not pay commissions to or contract with any sub agents or entities for the solicitation of insurance that are not duly licensed and appointed with the Company.

- | YES | NO | |
|---|--------------------------|--|
| 11. <input checked="" type="checkbox"/> | <input type="checkbox"/> | I will not be involved in any way in the speculation for profit concerning the early death or disability of the insured's of the Company. |
| 12. <input checked="" type="checkbox"/> | <input type="checkbox"/> | I will not represent the Company in any manner whatsoever before any State Insurance Department or official thereof, or any Governmental Agency without the prior knowledge and approval of the Company. |
| 13. <input checked="" type="checkbox"/> | <input type="checkbox"/> | I will not affix unapproved stamps or labels on policies, policy envelopes or literature of the Company in such a way as to obscure, obliterate or modify in any way the printed matter thereon. |
| 14. <input checked="" type="checkbox"/> | <input type="checkbox"/> | I will not charge for enrollment or consulting services that are undertaken or rendered to any applicant, policy owner, or beneficiary or assignee such as explaining the terms of a policy, collecting the policy proceeds, making or submitting proofs or settlement of any claim, or any other similar service. |
| 15. <input checked="" type="checkbox"/> | <input type="checkbox"/> | I will abide by the company privacy rules, regarding client, nonpublic information. |

Explanation of "NO" answers

I have carefully read the above statements and represent that my responses are correct and true to the best of my knowledge and belief. In addition, I have reviewed the Prohibited Acts (Form #PA-202) attached hereto and state that I am in full compliance.

DATE	(print name)	Agent Signature
	<i>Michael K. Owens</i>	
DATE	(print name)	General Agent Signature

PROHIBITED ACTS

No Colorado Bankers Life Insurance Company/Preferred Financial Corporation agent is authorized, directly or indirectly:

- * To endorse, deposit, cash or otherwise negotiate any check drawn to the Companys' order, or to open any bank account in the Companys' name, or to sign the Companys' name in any circumstance, or to have any checks or promissory notes printed with "Colorado Bankers Life Insurance Company or Preferred Financial Corporation" thereon.
- * To endorse, deposit, cash or otherwise negotiate any check drawn by the Companys to the order of a payee other than the agent or a member of the agent's family.
- * To place the Companys under legal obligation which is not within the authority granted by the Companys in the agent's contract elsewhere in writing.
- * To accept risks of any kind, to make, modify or discharge contracts, to extend the time for paying the premium, to waive forfeitures or any of the Companys' rights or requirements, to bind the Companys by any statement, promise or representation; to agree with any applicant to any extra premium for extra risks, or to collect any monies other than as provided in the agent's contract.
- * To advertise or publicize the Companys' name by using it in any advertising or public medium, including the newspapers, magazines, television or radio broadcasts, or other means unless the content of such advertising or publicity has first been submitted to, and approved and authorized by the Companys in writing.
- * To sign as a witness to any person's signature on any application or other paper relating to the Companys' business (such as health certificate, amendments, questionnaires, etc.) unless that signature is written in the agent's presence.
- * To sign the name of another person, such as an applicant, insured, policy owner, beneficiary, assignee or otherwise, whether or not such person consents thereto.
- * To retain a policy, other than a policy on the agent or a member of the agent's family, for a period longer than is necessary for purposes of delivery, analysis, record organization and review for servicing.
- * To be the assignee, owner or beneficiary of any policy issued by the Companys, other than a policy on the agent or on a member of the agent's family. An exception may be authorized, in writing by a Senior Officer of the Companys, only where an agent has a sufficient investment in a business enterprise to justify key person insurance in an amount reasonably related to the investment. Unless and until the exception is granted, no such coverage may be placed in force and no cash may be collected with respect to such an application for a new policy and no change may be effected for an in-force policy.

Colorado Bankers Life Insurance Company

STATEMENT OF UNDERSTANDING

By signing below I certify the following to be true:

1. I have read and understand the LifeStyle Protector sales and product material. I have a thorough understanding of the content of the brochures/materials and will represent Colorado Bankers in accordance with the guidelines contained therein.
2. I understand the LifeStyle Protector is a Ten-Year Renewable and Convertible Term Life Insurance policy with a Critical Condition Accelerated Benefit Rider. I understand this product is not guaranteed issue and is subject to underwriting.
3. I understand the Term Life Insurance Coverage (Death Benefits only) will begin as of the date the Application is signed by the Proposed Insured if Colorado Bankers Life Insurance company approves the application and the Proposed Insured paid the premium or authorized payroll deduction.
4. I understand other eligible covered conditions must be first diagnosed at least 30 days (60 days for cancer) after the policy effective date shown on the policy specification page.
5. I have read and understand that LifeStyle Protector benefits may differ or not be available in some states. I have read and understand the content of the LifeStyle Protector field underwriting guidelines and I will field underwrite all applications in accordance with these guidelines.

Print your name as it appears on your insurance license.

Your Signature

Date

Sou-6/03

**REQUEST FOR AGENT'S LICENSE
and
ACKNOWLEDGEMENT OF CONDITIONS**

To: The Preferred Financial Corporation (herein called Company)

You are hereby respectfully requested to make applications for the issuance of life and/or disability insurance agent's license authorizing me to solicit application on behalf of Colorado Bankers Life (a subsidiary of Preferred Financial Corporation) or insurance carriers to be specified by the company (herein called Carriers)

I hereby agree that your consent to the issuance of such license (or licenses in any other states) is subject to, and I hereby agree to be bound by, each and all of the following conditions.

- (1) That I shall be assigned to the jurisdiction of CBS; and
- (2) That Company on behalf of the Carriers will honor any absolute and irrevocable assignment by the entity named in paragraph 1 of the commissions payable to me by that entity according to the terms of my contract with the entity. I agree
 - (a) That such assignment constitutes the Company and Carrier's sole obligation to me with regard to commissions, expense allowances or any form of compensation whatsoever in connection with the services performed and expenses incurred by me in the solicitation of applications for insurance issued by the Carriers; and
 - (b) That I have no contractual relationship with the Company or the Carriers and that I am not, and I shall refrain from holding myself out as an employee, partner, joint venture or associate of the Company or the Carriers; and
- (3) That I shall comply with the rules, regulations of the Company and the laws and regulations of all applicable Insurance Regulatory Authorities relating to my activities in the solicitation of insurance; and
- (4) That I shall not alter, modify, waive or change any of the terms, rates or conditions in any advertisements, receipts, policies or contracts of the carriers and/or Company in any respect; and
- (5) That I shall promptly remit to my General Agent or the Company any and all monies or securities received by me on behalf of the Company as full or partial payment of first or renewal premiums, or any other item whatsoever; and
- (6) That I shall not obligate the Company nor incur expense in its behalf in any manner whatsoever; and
- (7) That the Company may, without liability to me whatsoever, upon its own initiative, cancel my license at any time.

IN WITNESS WHEREOF, I have affixed my signature this _____ day of _____ 20 _____

(Applicant for agent's license)

To Be Completed By Referring Manager:

INDICATES ITEMS ATTACHED:

- | | |
|--|--|
| <input type="checkbox"/> Copy of License | <input type="checkbox"/> Licensing/appt Form |
| <input type="checkbox"/> Commission Schedule | <input type="checkbox"/> E &) Fee |
| <input type="checkbox"/> Code of Ethics | <input type="checkbox"/> Hierarchy Form |
| <input type="checkbox"/> State Forms | |

The foregoing applicant is hereby recommended for appointment.

Recommended and Referred By: Michael K. Owens

Signature: 

CONSUMER AUTHORIZATION

I understand that an investigative report may be generated on me that may include information as to my character, general reputation, personal characteristics, or mode of living; work habits, performance or experience, along with reasons for termination of past employment/professional license or credentials, financial/credit history; or criminal/civil/driving record history. I understand that General Information Services, Inc. (GIS), on behalf of Preferred Financial Corporation/Colorado Bankers Life Insurance Company may be requesting information from public and private sources about any of the information noted earlier in this paragraph in connection with Colorado Bankers Life Insurance Company's consideration of me for employment, promotion or position re-assignment or contract now, or at any time during my tenure with Colorado Bankers Life, and give my full consent for this information to be obtained.

II. IF APPLICABLE, medical and worker's compensation information will only be requested in compliance with the Federal Americans with Disabilities Act (ADA); and/or any other applicable state laws.

III. According to the Fair Credit Reporting Act (FCRA, Public Law 91-508, Title VI), I am entitled to know if the considerations for which I am applying are denied because of information obtained from a consumer reporting agency. If so, I will be notified and be given the name of the agency providing that report.

IV. I acknowledge that a telephonic facsimile (FAX) or photographic copy of this release shall be as valid as the original. This release is valid for most federal, state and county agencies.

V. I understand that if I am a resident of **Minnesota/Oklahoma (only)** I may obtain a copy of the report ordered, and now indicate my desire to do so by checking this box .

VI. I hereby authorize, without reservation, any financial institution, law enforcement agency, information service bureau, school, employer or insurance company contacted by GIS to furnish the information described in Section I.

VII. Upon proper identification, you have the right to make a request to GIS, within a reasonable period of time, as to the nature and substance of all information in its files on you at the time of your request, including the sources of information and the recipients of any reports on you that GIS has previously furnished. Communications with GIS should be directed to PO Box 353, Chapin SC 29036 or (866) 265-4917.

CANDIDATE COMPLETE THE FOLLOWING:

Signature

Today's Date

Please print full name

The following information is required by law enforcement agencies and other entities for positive identification purposes when checking public records. It is confidential and will not be used for any other purposes.

Month, Day and Year of Birth

Social Security Number

Home Address

City

State

Zip

Driver's License Number and State

Name as it appears on License

Have you ever been convicted of a crime? No Yes If yes, please provide city and state of conviction and details of conviction.

FAIR CREDIT REPORTING ACT NOTICE:

In accordance with the Fair Credit Reporting Act (FCRA, Public Law 91-508, Title VI), this information may only be used to verify a statement(s) made by an individual in connection with legitimate business needs. The depth of information available varies from state to state. Status of updates are available on request. Although every effort has been made to assure accuracy, General Information Services, Inc. cannot act as guarantor of information accuracy or completeness. Full verification of an individual's identity and proper use of report contents are the user's responsibility. General Information Services, Inc.'s policy requires purchasers of these reports to have signed a Service Agreement. This assures General Information Services, Inc. that users are familiar with and will abide by their obligations, as stated in the FCRA, to the individuals named in these reports. If information contained in this report is responsible for the suspension or termination of an employee or the application process, have the Candidate/employer contact General Information Services, Inc.

NOTICE TO CALIFORNIA CANDIDATES

You have a right to obtain a copy of any consumer report or investigative consumer report obtained by Colorado Bankers Life by checking the box provided below. The report will be provided to you within three (3) business days after we receive the requested reports related to the matter investigated.

I request to receive a free copy of this report by checking this box.

Under section 1786.22 of the California Civil Code, you may view the file maintained on you by GIS during normal business hours. You may also obtain a copy of this file upon submitting proper identification and paying the costs of duplication services, by appearing at GIS in person or by mail. You may also receive a summary of the file by telephone. The agency is required to have personnel available to explain your file to you and the agency must explain to you any coded information appearing in your file. If you appear in person, a person of your choice may accompany you, provided that this person furnishes proper identification.

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IN CONSIDERATION of the mutual promises and covenants set forth below, the parties hereby agree as follows:

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- (3) Agent shall not solicit applications for any insurance unless Agent is properly licensed. Agent must maintain Errors and Omissions insurance personally. Agent must provide CBS with a copy of such coverage before Agent may be appointed and on renewal each year or by request.
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- (7) CBS may offset any indebtedness with CBS, General Agent Center (GAC), Value Benefits of America (VBA) or affiliates against commissions or overrides. Interest on any unpaid balance shall be 1% per month. Collection fees on unpaid debts to CBS shall be at Representatives cost.
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- (9) Agent agrees that in the event Agent's license or appointment terminated, Agent shall pay CBS, promptly and without necessity of formal demand, any and all funds which may be, or become, owing by Agents to CBS, including but not limited to, commissions advanced to Agent but not earned. Any such unpaid indebtedness shall be a first lien on any commissions which are due, or may become due, Agent and CBS may offset such indebtedness against such commissions. Agent further agrees if any such indebtedness shall remain unpaid for more than thirty (30) days after the date of written demand by CBS for payment, Agent shall pay, in addition to such indebtedness, interest thereon from the date of such demand, an account administrative charge of fifteen percent (15%) of the indebtedness and all collection fees. Interest on any unpaid balance shall be 1% per month.
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- (13) Agent hereby agrees that the ledger accounts of CBS shall be competent and sufficient prima facie evidence of the state of accounts between the parties hereto and the failure of Agent to Object in writing to any statement of account furnished by CBS to Agent, within thirty (30) days from the date such statement is furnished, shall render such statement a correct account as between CBS and Agent.
- (14) If any provision of this Agreement is declared or found to be unenforceable or void pursuant to the law, rules or regulations of any applicable jurisdiction, all other provisions shall remain in full force and effect.
- (15) If Agent is a corporate entity, the persons executing this Agreement as officers of said corporation hereby agree and undertake the personal guarantee and satisfaction of all duties, performances and all obligations, including monies owed to CBS by such corporation under this Agreement. Agent further agrees to provide all corporate information and documents requested by CBS and to provide to CBS immediate notice of any change in the officers or change in stock ownership of the corporation.
- (16) This Agreement shall be governed by the laws of the State of Arizona and enforceable at Phoenix, Maricopa County.
- (17) Upon termination of this agreement, no matter what the reason, CBS shall have the right to solicit for sale the products and to preserve in-force Products and to otherwise conduct its business without any limitation except that imposed by law. Further, both parties agree that all provisions of this agreement shall remain in effect for a period of two years. During said two year period, General Agent shall not attempt to transfer business placed through CBS or Preferred Financial Corporation with a new insurer.
- (18) General Agent shall immediately release all rights, title and interest to all overrides on business submitted by its Sub-Agent's and issued after the termination of this agreement. The General Agent understands and agrees that after termination of this agreement, CBS shall be free to assign said Sub-Agent's to another General Agent or to appoint such Sub-Agent's as a General Agent of CBS.
- (19) This Agreement is non-exclusive.
- (20) Agent hereby agrees that CBS or any affiliate entity can contract Agent by telephone, facsimile, auto-dialer, e-mail or any other form of technology that becomes available.
- (21) This Producer Commission Amendment is effective and shall apply to new cases of the Product. PRODUCT: "Product" shall mean any (LifeStyle Protector/Timer Ridge Critical Illness Policy sold using the rate card MRCT2 11/06 GUIDE or rate card MRCT-CBS-TRS-5/08.) This commission Amendment shall be deemed to be part of any existing Producer Agreement with Colorado Bankers Services, L.L.C. to which it is applicable and all of the provisions of this Commission Amendment shall be subject to all of the terms and conditions of that existing Producer Agreement. All the terms and conditions of that existing Producer Agreement shall remain in full force and effect in the event a conflict arises with the provisions set forth in this Commission Amendment.

LIFESTYLE ASSURANCE GICI/HCI	
1ST YEAR	0
2-10 YEARS	0

AGREEMENT ACCEPTED BY

APPROVED BY CBS

X _____
