



SENTINEL SECURITY LIFE INSURANCE COMPANY AGENCY CONTRACT

THIS AGREEMENT made and effective this ____ day of _____, _____ between SENTINEL SECURITY LIFE INSURANCE COMPANY, a Utah corporation, whose home office is situated at 2121 South State Street, Salt Lake City, Utah 84115, hereinafter called the "Company", and

of _____ County, State of _____, hereinafter referred to as the "Agent".

The Agent is: an individual, a partnership, a disregarded entity, a corporation organized under the laws of the State of _____.

WITNESSETH: That these two Parties agree to transact business upon the following terms and conditions:

AUTHORITY TO SOLICIT. The Agent is hereby authorized to solicit applications for insurance and annuities for the Company; both personally and through properly licensed Sub-Agents appointed and assigned by the Company to the Agent from time to time.

SUB-AGENTS. The Agent has the authority to recruit, and recommend for appointment to the Company, other Agents and or Agencies. Those who are appointed by the Company, in its discretion, are referred to below as "Sub-Agents". The Agent, agrees to use his best efforts to ensure that any Sub-Agent appointed on his recommendation is properly trained and supervised, and shall be responsible for such Sub-Agent's faithful performance of his contractual obligations with the Company.

GENDER and NUMBER. Any references in this Contract to gender is not limited to that gender but is intended to apply to either gender or to any legal entity not having a gender. The number of all words shall include the singular and the plural.

DUTIES. The Agent shall promote and safe-guard the best interests and good name of the Company; shall fairly, truthfully and properly represent the Company and its products and services; and shall faithfully perform, in an ethical and professional manner, all the duties within the scope of the appointment under this Contract. In particular, but without limitation, the Agent agrees to perform the duties set forth below:

Knowledge. Agent shall read and become familiar with all state insurance laws, the provisions of all the Company's insurance policies and attend the Company's sponsored training sessions as deemed necessary by the Company.

Conformity with law. Agent agrees to comply with all civil and criminal laws and statutes and with state insurance laws, regulations and policies.

Company Rules & Regulations. Agent shall strictly observe each and all the rules, regulations, policies, procedures and requirements set forth periodically by the Company.

Disclosure & Notification. Agent will promptly make known and available to the Company all information which comes into Agent's possession or knowledge at any time concerning the underwriting of a risk, or of Agent's or Sub-Agent's suitability to perform or failure to perform any provision of this Contract. Agent shall promptly notify Company upon receiving notice of potential, threatened, or actual litigation or any regulatory inquiry or complaint with respect to this Agreement or any Product. Company shall have final decision-making authority to assume the administration and defense of any such action. A copy of the correspondence or document received shall accompany each notice

Licenses. Agent, at Agent's cost and expense, will keep in good standing all licenses that are required to solicit applications for policies to be issued by the Company.

Bond. The Agent shall, on demand by the Company, maintain a surety bond or Errors and Omissions policy satisfactory to the Company.

Collection & Transmittal. For each application of insurance or annuity, the Agent shall collect the first full premium in check or money order or equivalent, and shall promptly pay said premium over to the Company, and deliver said premium and all applications to the Company in whatsoever manner the Company shall direct. Agent agrees that he/she holds any funds collected for the Company in trust for the Company and agrees to keep any such funds separate and shall pay the same, without offsets or deductions, as the Company shall direct.

Delivery. Unless prohibited by state law, Agent agrees not to deliver a policy unless Agent can reasonably determine that the proposed insured is in as good health as at the time of application, and unless the first premium has been fully

2121 South State Street, Salt Lake City, UT 84115 Phone: 801-484-8514 Toll-free: 800-247-1423

paid. Agent agrees to return to the Company's home office any policy which cannot be delivered, for any reason, within thirty (30) days of the date on the policy.

Servicing. Agent will provide for all usual and customary services, and provide any customary assistance, to insureds and policyholders.

Records. Agent shall keep regular and accurate records of all transactions related to this Agreement for a period of at least five years from the date of such transactions, or longer if required by federal or state law or regulation; and Company shall have the right, during normal business hours and with reasonable notice, to inspect, audit and make copies from the books and records of Agent for the purpose of verifying Agent's compliance with the provisions of this Agreement.

TERRITORY. The Agent and his Sub-Agents may solicit applications for insurance only in territories approved by the Company in which they and the Company are duly licensed and authorized to conduct business.

LIMITATION OF AUTHORITY. All powers and authority granted to Agent are limited to only those expressly provided under this Contract, and shall continue only during the duration of this Contract and shall terminate on the date of termination hereof. The Agent has no authority to:

Alteration. Alter, modify, waive, discharge or change any of the terms, rates or conditions of the Company's policies or contracts

Expense or Liability. Incur any expense or liability on account of, or otherwise bind the Company without specific prior written approval from the Company

Premium Payments and Reinstatement. Extend the time for payment of any premium or waive any premium, or bind Company to reinstate any terminated contract, or accept payment in any form other than a customer check or money order payable to the Company or other method authorized by Company.

Respond in Connection with Proceeding. Institute or file a response to any legal or regulatory proceeding on behalf of Company in connection with any matter pertaining to this Agreement or any Product, without Company's prior written consent.

Replacement. Replace any existing insurance product or annuity contract unless the replacement is in compliance with all applicable laws and regulations and is in the best interest of the customer. The decision whether to replace an insurance product or annuity contract should be made by the customer. To help the customer make a decision regarding any proposed replacement, Special Agent must provide the customer with full disclosure (both positive and negative) of all relevant information.

Misrepresentation. Misrepresent any provision, benefit, or premium of any Product.

Endorse. endorse checks payable to the Company.

Other. Any act other than as expressly authorized herein.

RELATIONSHIP. The relationship between the Company and the Agent shall be that of independent contractors, and not that of employer and employee, partners or joint venturers. The Agent shall be free to exercise independent judgment as to the time and manner in which he may perform the services authorized to be performed under this Contract, but the Company may from time to time prescribe rules and regulations with respect to the conduct of the business covered hereby, not interfering with such freedom of action of the Agent, which rules and regulations the Agent will conform to and observe.

COMMISSIONS. During the term of, and subject to the provisions of this Contract, and subject to the rules and regulations of the Company, the Agent shall be entitled, as full compensation for all of his services and expenses hereunder, those commissions as set forth in the Schedule of Commissions attached hereto and incorporated herein by reference, on all business produced by him personally or by his Sub-Agents and paid for in cash or equivalent to the Company at its home office in Salt Lake City, Utah, less Commissions due his Sub-Agents by reason of any contract which any Sub-Agents holds with the Company. This Schedule may be modified periodically by the Company upon 30 days written notice. Such changes will not be retroactive but will apply only to applications received on or after the effective date of change. Agent specifically recognizes and accepts responsibility for payment of any taxes levied by federal, state or local authorities as a result of compensation arising hereunder.

VESTED COMMISSIONS. If this Contract is terminated by the Company or the Agent, or should the Agent die or become totally disabled while this Contract is in force, he, or in the case of his death, his heirs or legal representatives shall, except as hereinafter provided in this Contract, receive commissions that accrue under the provisions of this Contract, if any.

COMMISSION CHARGE-BACKS AND REFUNDS. Should the Company for any reason refund any premium on any policy secured hereunder, then the Agent shall repay, on demand, any commissions received on that premium. A failure to

repay these commissions is agreed to constitute authorization for the Company to offset such amounts against any commissions due the Agent on any policy secured hereunder.

TRANSFER OF COMMISSIONS. Whenever a Sub-Agent, secured by an Agent pursuant to this Contract, fails to be entitled to the Renewal Commissions to which he would have been otherwise entitled under his Contract with the Company, all such Renewal Commissions shall, during the continuance of this Contract, be paid to the Agent, providing the Agent continues to service the Sub-Agent's business in force with the Company and makes a diligent effort to conserve such business. A failure to comply with this provision will deny the Agent the right to any such Renewal Commissions and the Company will assign another agent to service the business and collect the commissions.

EXPENSES. The Agent shall pay all expenses incurred by him or his Sub-Agents in the performance of this Contract and, when requested by the Company, shall furnish a bond of indemnity in such form and amount as may be approved by the Company. Any such expenses not paid by the Agent may be offset by the Company against any commissions payable to the Agent or Sub-Agents.

ADVERTISING. If Agent requests the Company do advertising, Agent agrees to reimburse the Company the agreed cost of such advertising. Agent may prepare and distribute advertising materials, at his/her own cost, provided that the same are approved by the Company and by the governmental authorities of all states or territories in which the materials are distributed. Agent recognizes that the Company retains a proprietary interest in any such advertising material that uses the name of the Company or any of its products, and any leads resulting therefrom shall be private material subject to the Privacy provisions of this Agreement. Agent agrees to not advertise or publish any matter or thing concerning the Company or its policy without filing a proposed copy of such material with the Company and obtaining approval, signed by an Officer of the Company.

TRAINING & ADVERTISING MATERIALS. If any training materials, sales ads or similar services are furnished to the Agent by the Company, it is for the purpose of assisting the Agent, and not to control the Agent. Such materials are considered to be proprietary information and the intellectual property of the Company. Agent will return all materials to the Company upon request or termination of this Contract. Agent acknowledges that unauthorized retention or disclosure of this information or materials will damage the Company.

LIABILITY. The Agent shall be jointly and severally liable, with each Sub-Agent, to the Company for the payment of all monies due from the Agent or his Sub-Agents, or debit balances on the account of the Agent or his Sub-Agents, or debit balances resulting from loans to the Agent or Sub-Agents from the Company. The Company's books and records shall be prima facie evidence of such debit balances or loans due. The Agent hereby assigns to the Company, with recourse, as collateral for all such monies due or debit balance or loans, all amounts due and to become due to the Agent from each Sub-Agent or from the Company, and all notes of Sub-Agents in favor of the Agent. The Agent agrees to execute all other documents required of him by the Company in order to properly evidence and effectuate such assignments, and to guarantee the legal enforceability thereof.

INDEBTEDNESS. Unless otherwise specifically provided, all debts due to the Company, including advances to the Agent or his Sub-Agents against commissions or other compensation, are payable upon demand and are not recoverable solely from commissions or other compensation.

The Company may at any time offset any debt or debts due from the Agent to the Company arising from his transactions under this or any previous or subsequent contract against any commission or other compensation due or to become due him from the Company and any and all affiliates of the Company.

ASSIGNMENTS. No assignment of any commission or any other monies, or any portion thereof due to or to become due the Agent hereunder shall be valid unless authorized in advance and in writing by an Officer of the Company. Any assignment so authorized shall be subject to any and all indebtedness of the Agent or his Sub-Agents to the Company then existing or thereafter accruing.

MONTHLY ACCOUNTING. The Company shall furnish the Agent with a monthly statement on a timely basis indicating all premiums collections, commissions earned and payments made to the Agent. The Agent shall notify the Company of all possible errors in the accounting statement within ninety (90) days of the closing of the monthly accounting period. A failure to give such notification shall be considered a waiver of the right to object to such accounting by the Agent.

TERMINATION. This Contract shall terminate on the earliest of the following dates:

a. The date of death, dissolution, liquidation, bankruptcy, insolvency, or total and permanent disability, of any Party to this Contract;