

Entrust, Inc. Agency Agreement

<p>1. PARTIES: The parties of this AGENCY AGREEMENT dates this _____ on this day of _____ are _____ (hereinafter "us" whether the Agency is an individual, partnership or corporation) which is appointed by Entrust, Inc. (hereinafter "Entrust" or Company) for the solicitation of insurance and agent _____.</p> <p>AGENCY NAME: _____</p> <p>INDIVIDUALE: _____ PARTNERSHIP: _____ CORPORATION _____</p> <p>ADDRESS: _____</p> <p>CITY: _____</p> <p>STATE: _____ ZIP CODE: _____ (hereinafter "YOU", "YOUR," "YOURS")</p>

The effectiveness of this Agreement is subject to acceptance and approval of Entrust, Inc. As a part of your acceptance of this agreement you undertake responsibilities to Entrust, Inc. and us.

2. **APPOINTMENT:** You, individually and as a partnership or corporation, if applicable, are authorized to solicit applications for all forms of Life, Hospital and Accident and Health insurance for Entrust, Inc. to forward application to them for approval or rejection, and to collect only the initial premium due on such applications upon the terms and conditions of this Agreement within the State assigned you.

3. **RELATIONSHIP:** Your relationship shall be that of Independent Contractor only and nothing herein shall be construed to create the relationship of employer and employee between neither us nor Assurant. In the performance of any and all of the obligations hereunder, you shall be acting on your own behalf and not as an employee, partner or associate of ours, and you shall not hold yourself out in any capacity other than an agency authorized to solicit and submit applications for Life, Hospital and Accident and Health insurance for us. You are free to exercise your judgment as to the persons from character, general reputation, personal characteristics, health and mode of living. We may periodically prescribe rules and regulations regarding eligibility requirements of applications for insurance, without interfering with your freedom of action.

4. **LIMIT OF AUTHORITY:** You shall have no authority other than as expressly granted in the Agreement. Within limitation of the foregoing, you are not authorized to extend credit for us; alter, waive or modify and of the terms, conditions or limitations of any policy issued; effect any verbal agreement or contract of insurance; or affect any contract of insurance except by means of authorized policy forms according to the Company's underwriting rules and regulations.
You shall not institute legal proceedings of any character on behalf of us or the Company in connection with any matter pertaining to business covered by this agreement. You agree to notify us promptly, in writing, of the institution of any legal proceedings against you or us in connection with the business covered by this Agreement.

5. **RESPONSIBILITIES:** You agree to comply with all laws of the state in which you solicit business. You are neither to withhold any funds illegally nor to rebate any premiums. You shall not solicit insurance for us until you are fully licensed and appointed by Entrust, Inc. with the proper State Insurance Department. You shall be responsible for having licenses for yourself in the state in which you solicit insurance, and for renewing these licenses yearly, for paying for all licenses, bond fees, and fees and taxes

required by any State, Local or Municipal government. You are responsible to us for the performance, fidelity and honesty of yourself and your employees during and after the term of this agreement regarding this Agreement, for all funds collected of entrusted to you employees. You agree to work diligently for Entrust, Inc. and to prevent lapsing insurance affected hereunder.

6. **DELIVERY OF POLICIES:** All policies shall be delivered or mailed to insured by you within ten days after issue and only while the applicant is in good health. You shall return any policy to us if the premium is not accepted within fifteen days after issue of if the applicant's health has changed.

7. **SCHEDULE OF COMMISSIONS:** We shall allow the commissions specified in the attached schedules compensation in full for all services performed and all expenses incurred by you, subject to the terms and conditions of this agreement. You agree to accept the rate of commission set for on this schedule on premiums paid in cash to us on policies sold by you on applications bearing your name. You are solely responsible for the payment of any monies due to us by you. This schedule may be modified from time to time by us upon 20 days written notice.

8. **METHOD OF REMITTANCE ON NEW APPLICATIONS:** On Life, Hospital and Accident and Health applications, you shall immediately remit to us all premiums you collect, unless you have specific authority from Entrust, Inc. to submit net premiums on Accident and Health applications only. It is understood and agreed that Entrust, Inc will accept no application for consideration unless accompanied by full amount of premium due it from such initial premiums set for above. No commission shall be deemed earned until the policy is issued, delivered by you and accepted by the applicant.

9. **RECORDS AND REPORTS:** You shall render such reports and keep such records and business accounts as we request. We will furnish you with a monthly statement of your account and payment of any amount due you. Upon receipt of such statement and payment, you shall immediately examine it, and if not satisfied as to its accuracy, you shall return such statement and payment to us with full particulars of any discrepancy therein. All commissions and renewal commissions which shall be due under this Agreement shall be payable from our office to you.

10. **PRINTED MATERIAL:** We will furnish you will all supplies, applications, and printed matter we deem necessary for doing business under this Agreement. You agree not to publish, distribute or use any circulars, advertising, sales material or other matter referring to Entrust, Inc. or its policies without first securing Entrust, Inc's written approval. Failure to do so constitutes a violation of this Agreement and will result in the termination of this Agreement and your commissions. All printed matter and supplies we furnish are Entrust, Inc's property and shall be returned to us upon request or when this contract terminates.

11. **TERMINATION:** This Agreement terminates by reason of your death or your total permanent disability. We or you, for any reason, may terminate this agreement at any time by given you written notice to the other, mailed to the last known address. Termination shall be effective five days after the termination letter. All commissions and service fees cease upon the termination of this contract. You agree that upon termination of this contract you will not contact, communicate or meet with those policyholders sold Entrust, Inc. insurance related policies by you for a period of two years thereafter for the purpose of rewriting, canceling, lapsing or replacing those policies with a policy from another company, nor will you direct or participate in such an offer by or through other individuals nor will you induce or attempt to induce any agent, manager, employee to cease his/her association with us.

12. **SUSPENSION:** Your right under this Agreement may be suspended for up to thirty days while we investigate allegations or fraud or any other occurrence as set forth in the forfeiture paragraph below. You will be notified, in writing, of your suspension. During suspension, you shall not solicit or accept any new policies or renewals. If after investigation, termination is not warranted, all your rights and obligations will be reinstated. If after investigation of this Agreement, is warranted, your rights shall be determined as provided herein.

13. **INDEBTEDNESS:** Any indebtedness by you to us shall be payable by you within thirty days of demand and shall constitute a first lien on any commissions due or to become due to you. We may,

at any time, offset against all commissions accrued or to accrue to you and debt from you arising from transactions under this or any previous agreement with us. We shall have the right to recover this indebtedness from you personally.

14. **HOLD HARMLESS:** You agree to indemnify and hold us harmless from any and all expenses, cost, causes of action, judgments or settlements and other damages resulting from any authorized or unlawful actions or omissions by you. Furthermore, you agree to indemnify and hold us harmless from any judgments, settlements, attorney's fees or other expenses resulting from any unauthorized acts, omissions, and statements by you. The provision of this paragraph shall survive termination of this Agreement.

15. **ERRORS AND OMISSIONS:** For your protection and ours, it is your responsibility to carry Errors and Omissions liability policy covering you for not less than \$1,000,000 per occurrence.

16. **ASSIGNMENT:** Neither this Agreement nor any of the benefits you accrue hereunder shall be assigned or transferred either in whole or part without our prior written consent.

17. **TERMINATION OF PREVIOUS AGREEMENTS:** This Agreement terminates and supersedes any and all prior agreements between the parties hereto relating to the solicitation of the types of insurance covered by the Agreement.

IN WITNESS WHEREOF, This Agreement has been signed by the parties.

Agent Signature

Date

Accepted and Approved:
Entrust, Inc.

Revised
2/18/2003