

REPRESENTATIVE AGREEMENT

This Representative Agreement ("Agreement") is made by and between Gleaner Life Insurance Society (hereinafter called the "Society") and the independent representative or entity ("Representative") assigned to this Agreement.

The Society hereby appoints the Representative, in the states in which the Society is licensed and in which the Representative holds an active license to represent the Society on a nonexclusive basis, upon the mutually agreed upon terms and conditions as set forth in this Agreement as follows:

GENERAL PROVISIONS/AUTHORITY

The Representative shall solicit memberships and applications for insurance, deliver certificates of insurance, and shall promote the fraternal benefits, programs and arbor activities, and activities of the Society. The Representative shall promote professionalism and honesty when representing the Society and its products and must agree that he/she has the training and knowledge to do so. The Representative agrees to: comply with all insurance laws and regulations and with all procedures and policies of the Society, maintain all applicable qualifications and licenses required, uphold any and all obligations under this Agreement, fully explain the terms of any product offered by the Society, state all relevant facts, and make no untrue statements.

The Representative shall also provide the Society with a legible copy of all licenses issued to him/her by each state in which he/she becomes appointed by the Society, and must provide said license(s) prior to or at the time of appointment.

The Representative agrees to notify the Society:

- If he/she/it ceases to possess the required qualifications or licenses to conduct the activities described under this Agreement.
- Of any change in his/her/its address of record on file with the Society.

The Representative shall maintain full, accurate records and keep separate and distinct all monies received or collected for or on behalf of the Society. It is further expressly agreed that the Representative shall not withhold any certificates or receipts belonging to the Society, and shall promptly forward them on to the Society.

The Representative shall have no authority to:

- 1.) make, alter, vary or discharge any contract or extend the time of payment of premiums,
- 2.) waive or extend any obligation or condition or take payment of premium other than in current funds,
- 3.) incur a liability on behalf of the Society,
- 4.) appoint or retain subagents unless the Representative is a General Agent for the Society.

Breach of such authority shall result in termination of this Representative Agreement on a for-cause basis.

This Agreement supersedes, and is in lieu of, any and all previous agreements (oral or written) between the parties hereto, except the forgiveness of any debt and the Representative's right to commission to clear said debt (if any) under previous agreements shall remain in full force and effect until fully performed.

RELATIONSHIP

The Representative recognizes that he/she/it is an independent contractor and is free to exercise independent judgment when soliciting applications and the methods, time and place of such solicitations. Nothing contained in this Agreement will be construed to create the relationship of employer and employee between the Society and the Representative. The Representative shall, nonetheless, abide by the laws of the Society, the rules, regulations, and instructions of its regularly constituted authorities as well as comply and conform to all laws and Insurance Department rulings and regulations. Both parties agree to work together to comply with all applicable laws and regulations, including the USA Patriot Act of 2001 and the Gramm-Leach-Bliley Act. As an independent contractor, Representative agrees and understands that Representative is responsible for all of Representative's expenses, and there shall be no withholding of any taxes, FICA, unemployment compensation, or the like from compensation paid to Representative under this Agreement.

INDEMNITY

The Representative agrees to hold harmless the Society and its affiliates and respective officers, employees, directors and representatives from any and all expenses, costs, fees, causes of action and damages resulting for and in consequence of any negligence or unlawful acts, omissions, intentional misconduct of the Representative and/or his/her/its employees and representatives, or breaches of this Agreement by the Representative and/or his/her/its employees and representatives

including attorney fees and the costs incurred to enforce this right of indemnity. Further, Representative acknowledges that Representative is solely responsible for all actions of and compensation for his/her/its employees and agents, and that those employees and agents shall have no claim whatsoever against the Society.

MARKETING

The Representative agrees not to publish or distribute any marketing material, advertisement, circular, illustration or projection referencing the Society's name, logo, or products in any form of promotional material without the prior written consent of the Society. Printed and written communications prohibited above include, but are not limited to, media such as Internet, e-mail, etc.

APPLICATIONS/PRODUCTS

The Society may, at its discretion, reject applications for membership and insurance without specifying the cause of such rejection, withdraw or substitute any form or forms, modify underwriting guidelines or practices or adopt new rates of commission for future business. Commissions on any certificates reinstated or converted, or on any certificate which in judgment of the Society is a replacement of existing insurance shall be in accordance with rules and regulations from time to time adopted by the Society concerning same. Commissions on certificates reinstated will be paid to the original writing Representative unless a record of change was made prior to, or in conjunction with, the reinstatement.

ASSIGNMENT

No sale, transfer, or assignment of this Agreement or of commissions or other compensation shall be valid unless approved in advance, in writing by the officers of the Society. Assignment must be permitted by applicable law. The Society assumes no responsibility for the validity or effect of any assignment.

WAIVER

Any failure to insist upon strict compliance of this Agreement by the Society, shall not constitute a waiver thereof, except as may be provided for in each instance by written notice signed by an authorized officer of the Society.

LIENS AND INDEBTEDNESS

In the event the Representative should owe the Society any money for any reason whatsoever arising under the terms of this Agreement or otherwise, the Society may offset the indebtedness with any and all claims for commission due, or which shall become due. The Representative further agrees that should such indebtedness total a greater amount than any commission due or that may become due, then this obligation is acknowledged as a just and valid claim against said Representative or Representative's estate. Further, if it becomes necessary for Society to take legal action against Representative for any such indebtedness, Representative shall be responsible for all of Society's legal fees and collection costs.

CONFIDENTIALITY

The Representative shall not disclose to any person or entity confidential information including, but not limited to, certificate holder or representative lists, proprietary information, information as to the Society's business methods, operations and affairs, processes and systems, or non-public personal information of the Society's certificate holders, officers, or directors except as allowed by applicable regulation, or as required to be disclosed pursuant to judicial processes or subpoena. This duty of confidentiality shall survive for a one (1) year period following termination of this Agreement. Further, because of the type of harm that violation of this duty of confidentiality will cause to Society, the Society shall be entitled to injunctive relief to enforce it, including attorneys' fees and legal costs.

COMPENSATION/REPRESENTATIVE OF RECORD CHANGES

The Society shall pay the Representative, as full compensation for the Representative's services hereunder, commission computed on premiums received at the rates, terms and conditions set forth in the Commission Schedule attached to and forming a part of this Agreement. Commissions will not be paid on premiums waived due to the total disability of the insured. The Society reserves the right to add to or revise the Commission Schedule at any time it deems advisable and such revisions shall apply to certificates issued thereafter.

The Representative will receive any renewal or trail commission for certificates where the Representative was, at the time of certificate origination, designated as the Representative of Record. The Representative recognizes and agrees, however, that the Representative of Record may be changed by the Society if the Representative Agreement is terminated for cause. A Representative of Record change will not cause the transfer of commission from the original Representative of Record unless:

- 1.) The Representative is terminated for cause, or
- 2.) The Representative has not met vesting requirements (see section on vesting below).

The Society also reserves the right to change the Representative of Record to ensure protection and continued service for its certificate holders without obligation to notify the Representative of any changes in his/her/its status as the Representative of Record for a specific certificate.

TERMINATION FOR CAUSE

If this Agreement is terminated by the Society for or on account of any of the following committed by the Representative, which shall constitute cause:

- 1.) failure to maintain an active insurance license or has such license suspended or revoked by any regulatory agency;
- 2.) violation of insurance laws or regulations;
- 3.) violation of the Society's policies and procedures;
- 4.) failure to pay the Society any money belonging to it, as herein provided;
- 5.) fraud in the performance of any duties imposed upon the Representative under the terms of this Agreement;
- 6.) failure to reasonably cooperate with the Society in conducting an investigation of the Representative's business activities;
- 7.) misrepresentation of the Society's products or its financial condition;
- 8.) conviction of, or pleading *nolo contendere* to any felony or a misdemeanor involving moral turpitude;
- 9.) directing slanderous/derogatory remarks at the Society and/or its respective directors, officers, and employees;

then the Society will remove the Representative as Representative of Record on all certificates and all commission, rights, title and interest shall be forfeited to the Society by the Representative regardless of the number of years the Agreement has been in effect.

If the Society believes it may have the right to terminate this Agreement for cause, the Society may invoke a suspension to provide time for determining facts and/or to further investigate whether cause for termination exists. A suspension invoked by the Society will have the same effect on the Representative's rights to commissions and their compensation hereunder as does notice for termination of cause. If the suspension is withdrawn, all accumulated commissions will be paid immediately. If the Agreement is terminated for cause, the termination shall take place as of the date of the notice of suspension, and no further commissions shall be due or payable for any reason after the date of termination.

TERMINATION DUE TO DEATH/DISABILITY

If this Agreement is terminated because of the Representative's death or disability (defined as the inability of Representative to perform his/her/its duties under this Agreement for a continuous 180-day period), any commission then due, or which may accrue thereafter (according to the vesting section below), shall be payable to the Representative or to the executor or administrator of his/her/its estate, provided the Representative has acted for the Society for a term of two consecutive years from the effective date of the Representative's first Representative Agreement.

TERMINATION IN GENERAL

The Agreement may be terminated by either party for any reason including, but not limited to, failure to meet minimum requirements in production (as published by the Society from time to time in its sole discretion) and without "cause" by giving the other party at least ten (10) days prior written notice to that effect. Notice of termination shall be mailed certified mail to the last known home address of the Representative on file with the Society. If termination is without "cause", Representative shall continue to receive his/her/its commissions according to the vesting section below. Further, in the event of Representative's death or permanent disability so that Representative is no longer able to perform his/her/its duties under this Agreement, Representative shall receive commissions (but not service fees) for a period of ten (10) years. For "cause" the Society may terminate this Agreement without any prior notice to the Representative.

If due to retirement or disability of the Representative continuous yearly sales production and current service to certificate holders is not possible, this Agreement will be terminated. Upon termination of this Agreement the Society may remove the Representative as Representative of Record from all certificates, and all commissions and other claims and rights shall be paid out according to the vesting provisions of this Agreement. Upon Representative's termination, Representative shall have no authority to represent the Society servicing any certificates, existing or not.

If the Representative shall at any time (including after the Representative's termination) take any action toward inducing Representatives of the Society to leave its service, or make any attempt to induce its certificate holders to relinquish their certificates, all of Representative's rights under this Representative Agreement shall be terminated in the same manner as applies in a for-cause termination, and all commissions which would otherwise have been paid shall be forfeited.

The Representative agrees to surrender to the Society member lists, all forms, software, rate books, promotional materials, and property of description pertaining to the Society, whether or not paid for by the Representative, upon termination of this Agreement or upon demand by the Society. All such information and property are confidential and shall belong to the Society during and after termination of this Agreement. Commissions payable to the Representative may be withheld until such property is actually received by the Society at the Home Office.

VESTING

All commissions for a certificate are immediately vested to the Representative for a period of ten (10) years after termination of this Agreement.

All earned renewals shall be paid provided renewals total a minimum as published by the Society from time to time in its sole discretion (no check will be issued until the total to be paid exceeds \$50); otherwise the Society shall have no further liability.

CONFLICT

The Representative attests and warrants that the entering into and performance of this Agreement does not, and will not, conflict with, or cause breach of any other agreement or contract to which he/she/it is a party.

MISCELLANEOUS PROVISIONS

- 1.) Any suspension of the Representative by a regulatory agency shall cause the Society to withhold all commissions and other compensation due or accruing during the suspension period. If the suspension is withdrawn commissions will be released with the first payroll subsequent to the date of the suspension withdrawal. If the suspension results in termination either by the regulatory agency or at the discretion of the Society, all commissions and other rights will fall under the termination for cause provisions of this Agreement herein.
- 2.) Any notice to the Society under this Agreement must be given by mail or in person to the Society at the Home Office. Any notice to the Representative under this Agreement is deemed to have been given on the date delivered to the Representative in person or mailed to the Representative's last known address on file with the Society where the date of such notice shall be deemed the date when deposited in the United States mail.
- 3.) This Agreement may only be amended in writing. No oral representations or promises shall be binding on the Society.
- 4.) The Society shall not be a guarantor of payments for indebtedness from the Representative to the General Agent, if any.
- 5.) The Representative agrees not to engage in any efforts to systematically replace products issued by the Society pursuant to this Agreement with other insurance and financial products, directly or indirectly, or to encourage any representatives or other persons to do so either during or after termination of this Agreement.

AGREEMENT TERM

This Agreement shall take effect as of the date of the Society's approval of Representative's appointment. It shall continue in force year to year thereafter unless it is sooner terminated by either party, according to the terms herein.

CERTIFICATION AND ACKNOWLEDGEMENT

The Representative certifies under penalty of perjury that all information he/she/it has provided to the Society regarding the Representative's licensing and/or appointment application is complete, true, and accurate. The Representative further acknowledges that he/she/it has read and understands this Agreement and the attached Commission Schedule, has received a copy of both, and agrees to abide by and be bound to the terms as set forth therein and as may be amended by the Society from time to time in its sole discretion.

ARBITRATION

Except for injunctive relief as provided above, Representative and the Society agree that all questions concerning the validity, interpretation and enforcement of this Agreement shall be determined in accordance with the commercial arbitration rules of the American Arbitration Association. The decision by the arbitrator shall be final and binding on both parties, and neither party shall have the right to appeal or to judicial review. Any court having jurisdiction over the parties may enter a judgment confirming the arbitrator's decision.

AUTHORIZATION

Representative authorizes, to the extent permitted by law, the Society to, at any time, investigate Representative's financial and credit record, income reporting and personal history, including character, general reputation, and record of law enforcement activity, if any. Representative agrees to promptly execute any and all authorizations necessary to conduct such investigations.

LAW AND FORUM

This Agreement and all disputes under it are governed by Michigan law. Any legal proceedings (including arbitration) shall take place in the Michigan county where the Society's Home Office is located.

Representative Name (please print)

Gleaner Life Insurance Society

Representative Signature

Larry E. Gordon, Director of Agency Development

Date

Ellsworth L. Stout, President and CEO

Supervising General Agent Signature

Approval Date

General Agent Signature