



SAFEHEALTH LIFE INSURANCE COMPANY

95 Enterprise
P.O. Box 30930
Laguna Hills, CA 92654-0930
(949) 425-4300

COMMISSION AGREEMENT

This Agreement is made and entered into this _____ day of _____ 20_____, by and between SafeHealth Life Insurance Company, a California insurer hereinafter referred to as "Company" having its principal place of business at 95 Enterprise, Post Office Box 30930, Laguna Hills, California 92654-0930 and _____,

doing business at _____,
City of _____, State of _____, Zip Code _____,
Telephone Area Code _____, Number _____, hereinafter referred to as "Producer". Producer's form of business organization is (check one): Sole Proprietorship _____, Corporation _____, Partnership _____, and if a corporation, state of incorporation is _____. Tax identification number is _____. State insurance license # is _____.

WHEREAS, Company is a licensed life and disability insurer domiciled in the State of California, and

WHEREAS, Producer is desirous of marketing and selling Company's group insurance products.

I. COMMISSIONS: It is mutually agreed that commissions shall be payable to Producer only on Company's insurance programs sold through the efforts of Producer, in accordance with the commission schedule set forth below:

COMPANY GROUP HEALTH PRODUCTS

1. The application class and commission rate payable to Producer shall be conclusively determined by Company for each enrolled group submitted by Producer and accepted by Company. Producer agrees to notify Company of any commissions split in advance.
2. The commission rate payable to Producer shall be based on the actual group premium contribution paid in cash to and received by Company. Any excess commissions paid to Producer shall be repaid to Company on demand.
3. Any indebtedness of Producer to Company, however or whenever arising, may be deducted by Company from any commissions due or to become due hereunder.
4. If any group(s) shall be terminated by Company or the group policy holder for any reason or cause, the Producer's right to commissions that might otherwise have accrued hereunder for said group(s) shall terminate effective on the date of the group's termination.

Company agrees to pay Producer's initial commission upon issuance of the case and receipt of premium payment, and commissions earned thereafter will be paid without unreasonable delay, except where governmental licensing or appointment requirements are not met by Producer. If Producer is not duly appointed by the date that commissions would otherwise normally be processed, then payment of commissions to said Producer will be deferred to a date selected by Company, which date will follow the Company's determination that all necessary appointment requirements are satisfied. The remittance of commission due Producer will be accompanied by a statement describing commissions paid.

II. REMITTANCE OF PREMIUMS TO COMPANY BY PRODUCER: Producer will immediately pay all sums collected in payment of group insurance premiums and other charges produced in connection with Company programs to Company upon the receipt thereof without deductions of any kind.

III. BROKER OF RECORD LETTERS: In the event Company received a broker of record letter with relation to any group insurance producer pursuant to, or otherwise subject to this Agreement, Company will notify Producer of the receipt of such broker of record letter. Producer acknowledged and agrees that, once the broker of record letter becomes effective (on the first day of the next month following its receipt by Company), Company may thereafter pay any and all commissions on the business subject to the last broker of record letter to the newly designated broker of record. Producer further agrees to waive all commission claims against Company, and hold Company harmless from any and all liability to Producer, due to the act of, or arising as a result of, Company making payment of commissions to the latest designated broker of record.

IV. STATE LICENSING REQUIREMENTS: Producer hereby warrants that the Producer is presently the holder of a valid insurance Agent's or Broker's License authorizing the lawful transaction of insurance business. Producer agrees that, in the event such license is suspended, revoked, or otherwise terminated by insurance regulatory authorities, the Producer will immediately notify Company of such action. Company reserves the right to immediately terminate this Agreement, and all rights of Producer hereunder, upon the receipt of such information. Appointments with the Company will be paid by the Producer or deducted on his/her commission statement.

V. ENTIRE AGREEMENT: The parties hereto agree that this Agreement contains the entire agreement between the parties and that it supersedes and terminates any and all prior agreements relating to the solicitation or making of insurance of any nature whatsoever between said parties. No changes, amendments, additions, or alterations to this Agreement shall be effective unless signed by both parties in the form of an addendum attached to and made a part of this Agreement.

VI. LIMITED AUTHORITY: The parties hereto acknowledge and agree that Producer is solely responsible for accurately representing the Company's group insurance products to Producer's clients. Producer shall have no authority to guarantee or bind any plan of benefits or to alter the rates, conditions or terms of any application or plan of benefits which may be submitted to or issued by Company. In connection therewith, Producer agrees to hold Company harmless and to indemnify Company against any and all loss or liability which Company may sustain or incur as a result of representations made by Producer concerning the group insurance products or programs being offered. This provision shall be applicable in all cases where representation made by Producer are untrue, or are in conflict, or inconsistent in any way with the terms, benefits, conditions, exceptions, or limitations as they actually exist in the products or programs.

VII. INDEPENDENT CONTRACTOR STATUS OF PRODUCER: The parties hereto intend that Producer shall act at all times solely as an independent contractor with respect to the services described in this Agreement. It is to be especially understood that Producer's relationship to Company and the relationship to Company to Producer shall be that of an independent contractor only. Nothing herein contained shall be construed to create a relationship of employer and employee between Producer and Company or between Company and Producer.

VIII. ARBITRATION: In the event of a dispute between the parties hereto concerning this Agreement or performance by the parties, or the rights or obligations of either party thereunder, the parties agree to settle the controversy in accordance with the standards set by the American Arbitration Association.

IX. NON-ASSIGNABLE: Neither this Agreement, nor any of the benefits which accrue hereunder shall be assigned or transferred, either in whole or in part, without the prior written consent of Company, and such attempted assignment or transfer shall be void.

X. WRITTEN NOTICE: All written notices required by this Agreement to be given by either party to the other shall be sent to the party who is to receive the same by way of regular First Class prepaid United States mail, addressed to such party at the address set forth hereinabove or as changed in the records of Company.

IN AGREEMENT WHEREOF, the parties hereto have signed this agreement on the day and year written on the first page.

Agency: _____

Commissions Payable To: _____

Producer: _____

Split Commission: _____

(Signature)

Company: _____

(Signature)

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