

# ADVANCED COMMISSIONS FINANCE AGREEMENT

## General Agent

This instrument sets forth the agreement between the undersigned General Agent, hereinafter referred to as the "GA" and Guarantee Trust Life Insurance Company, hereinafter referred to as the "Company," relating to the payment by the Company to the GA commissions before they are earned ("advances"). Commissions are payable in accordance with the provisions of the General Agent Agreement between the GA and the Company relating to the sale of the Company's insurance products.

1. In accordance with the terms hereof, advances of commission will be made to the GA on a regular basis as policies are issued pursuant to the terms of the GA's agreement with the Company relating to the sale of the Company's insurance products. The amount of such advances shall be determined by the Company. These advances against future commissions shall automatically be continued to be solely at the Company's discretion. Such advances of future commissions shall be considered loans to the GA by the Company and are subject to the terms hereof.
2. The acceptance by the GA of any advance commission payment from the Company shall be conclusive evidence that such advance commissions are owed to the Company until paid or earned pursuant to the terms of this Agreement and the GA Agreement.
3. In consideration for the making of advances to the GA against future commissions, the GA hereby assigns and pledges all right, title and interest to all commissions payable to the GA pursuant to the terms of its General Agent Agreement with the Company, and any other monies payable to the GA thereunder, as collateral security for the repayment of any outstanding advance balances of the GA owed to the Company. The GA hereby agrees that any advanced amount may be at any time deducted and withheld by the Company from commissions earned by the GA under the terms of the General Agent agreement, until such time as any and all advanced amounts owed to the Company by the GA are paid in full.
4. The GA hereby agrees that if an advance of commissions on an issued policy is made to the GA, and the underlying policy is terminated during the period for which advances have been made, any remaining balance due on the advance for such policy shall be deducted from future commissions advanced or earned commissions payable to the GA. Notwithstanding the foregoing, the GA agrees that repayment of any such advance commissions against a terminated policy shall be made immediately by the GA if requested by the Company.
5. In all events, the GA hereby agrees to pay immediately upon demand by the Company any balance due and owing on the balance of any advanced commissions upon termination of the GA's General Agent Agreement with the Company or termination of GA's representative's agent with the Company.
6. For any advanced commission amounts that are not repaid in accordance with the provisions of this Agreement, the GA hereby agrees to pay interest at the rate of TWELVE PERCENT (12%) per annum compounded monthly until such amount is paid in full to the Company.
7. The GA warrants and represents that none of the commissions payable to the GA by the Company are subject to any prior assignment, claim, lien or security interest, and that the GA is authorized to make such assignment as collateral security in accordance with the terms of this Agreement. The GA hereby agrees to execute all financing statements required for the Company to perfect its security interest in the collateral pledged hereunder. The GA hereby represents and warrants that it shall take all action necessary to secure the lien right of the Company on the receivables pledged herein such that the Company may, in the event of default by the GA, directly pursue as the GA's assignee, the amounts owed by the GA's agents and sales representatives, or such other monies payable to the GA by other insurance companies.
8. If commission advances owed to the Company, or its designee, as a result of the terms of this Agreement are not repaid by the GA when due pursuant to the terms hereof, or if an agreement is not reached with the Company for the repayment of said obligations within thirty (30) days after the due date, the GA hereby agrees to pay all costs of collection, including, but not limited to, attorney fees and the costs of suit.

- 9. If any amounts owed to the Company are not paid as required hereunder, the GA hereby agrees that the Company may initiate suit against the GA in the jurisdiction of the Company's choice. The GA hereby expressly consents to the service of process in the jurisdiction if a suit is brought by the Company against the GA for amounts owing hereunder.
- 10. There will be no advances allowed on monthly direct bill business.

**If the foregoing sets forth the terms of the Agreement between the Company and the GA, please execute one copy of this Agreement and forward the selected copy to the Company.**

General Agent

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of the General Agent

\_\_\_\_\_  
Print or type name of General Agent

GUARANTEE TRUST LIFE INSURANCE CO.

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

REQUESTED ISSUE ADVANCE RATE: \_\_\_\_\_