



NEW ERA LIFE INSURANCE COMPANY

NEW ERA LIFE INSURANCE COMPANY
OF THE MIDWEST

The following are requirements for you to become contracted as an agent with **NEW ERA LIFE INSURANCE COMPANY** in the State of **Texas**:

1. Application for Appointment-Both sides completed and signed.
2. **Two (2)** Contracts- **SIGNED ONLY** (DO NOT DATE).
3. **Two (2)** Copies of the Commission Schedule - **SIGN ONLY** (DO NOT DATE).
4. IRS form W-9 (Rev. 1/2002) – Completed and Signed.
5. Copy of your Current License.

A \$10.00 appointment fee for the Texas Department of Insurance will be deducted from your first commission check.

Send All Forms to:
THE FISHER AGENCY, INC. 13140 COIT ROAD #102 DALLAS, TX 75240
972-238-1450 • 800-822-1450 • FAX: 972-680-0562 DANNY@MRANNUITY.COM • WWW.MRANNUITY.COM

P. O. Box 4884 • Houston, Texas 77210-4884
11720 Katy Freeway, Suite 1700 • Houston, TX 77079
Telephone: (281) 368-7200 • Toll Free (800) 552-7879



- NEW ERA LIFE INSURANCE COMPANY
- NEW ERA LIFE INSURANCE COMPANY OF THE MIDWEST
- PHILADELPHIA AMERICAN LIFE INSURANCE COMPANY

FOR HOME OFFICE USE ONLY

Agent # _____

Eff. Date _____ Code _____

State _____ Contr Type _____ FEP _____

APPLICATION FOR APPOINTMENT**1. Print or type answers to all questions**

2. Send to: New Era Life Insurance Company
 P.O. Box 4884
 Houston, Texas 77210-4884

3. Be sure to attach

- Copy of current resident license and current non-resident license for each state you are requesting appointment.
- W-9 form with correct tax information

AGENT NAME _____

CORPORATION NAME _____

RESIDENCE ADDRESS _____

BUSINESS ADDRESS _____

CITY _____ STATE _____ ZIP _____

CITY _____ STATE _____ ZIP _____

PHONE NO. _____ FAX _____

PHONE NO. _____ FAX _____

SOCIAL SECURITY NO. _____

T.I.N. _____

DATE OF BIRTH _____

EMAIL _____

INDIVIDUAL LICENSED FOR: Life A & HCORPORATION LICENSED FOR: Life A & HALL MAIL SENT TO: Home BusinessPAY COMMISSIONS TO: Self Corporation or Agency (If Corporation or Agency, please include Assignment Form)**LICENSE INFORMATION**

Resident State License Number: _____ Expiration Date: _____

NON-RESIDENT LICENSE(S) CURRENTLY IN FORCE

STATE	LIFE	A&H	LICENSE NO.	EXP. DATE
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

LIST COMPANIES YOU CURRENTLY REPRESENT _____

- Has your license ever been suspended or revoked? Yes No
- Have you ever been charged with embezzlement, theft, or any type of felony? Yes No
- Have you ever appeared before any State Insurance Board or Committee?..... Yes No
- Has a justified complaint ever been filed against you with an Insurance Department? Yes No
- Has any agency contract, to which you were a party, ever been canceled by an insurance company? Yes No
- Has a suit judgment ever been brought against you in connection with your insurance activities? Yes No
- Have you ever been convicted of a crime?..... Yes No
- Are you currently in debt to any insurance company or federal agency?..... Yes No

Please attach an explanation for any "Yes" answers to the above question.

INSURANCE EXPERIENCE

(Life/Health Companies)

Name _____ Position _____ From _____ To _____

Address _____ Supervisor _____

Name _____ Position _____ From _____ To _____

Address _____ Supervisor _____

How many years have you been in the insurance industry? _____

Professional designations earned or indicate courses completed: CLU ChFC CFP CPCU RHU FLMI

Have you ever represented New Era Life, New Era Life of the Midwest, or Philadelphia American Life? Yes No

FAIR CREDIT REPORTING ACT DISCLOSURE

I understand that as part of the normal processing procedure, an investigative consumer report may be prepared whereby information is obtained through personal interviews with my neighbors, friends, or any others who are acquainted with me or my agency. This inquiry includes information regarding my character, general reputation, personal characteristics and mode of living. I have a right to make a written request within a reasonable period of time to receive detailed information about the nature and scope of this investigation.

I state that to the best of my knowledge all information on the application is correct and that I am not presently, nor do I anticipate being involved in either a personal or business filing of bankruptcy.

Agent Signature _____

Date _____

Recruiter's Signature _____


Danny Fisher, CLU, ChFC

Date _____

THE FISHER AGENCY, INC.

13140 COIT ROAD #102 • DALLAS, TX 75240

972-238-1450 • 800-822-1450 • FAX: 972-680-0562

DANNY@MRANNUITY.COM • WWW.MRANNUITY.COM

COPY OF CURRENT LICENSE AND W-9 FORM MUST BE ATTACHED.

Recruiter's Comments: _____

New Era Life Insurance Company • Philadelphia American Life Insurance Company • New Era Life Insurance Company of the Midwest
11720 Katy Freeway, Suite 1700 • Houston, TX 77079 • P.O. Box 4884 • Houston, TX 77210-4884
(281) 368-7200 • (800) 713-4680 • Fax (281) 368-7282



NEW ERA LIFE INSURANCE COMPANY

GENERAL AGENT'S CONTRACT

For

Name

Of

Address

City State Zip

P.O. Box 4884 · Houston, Texas 77210-4884
200 Westlake Park Blvd. · Suite # 1200 · Houston, Texas 77079

1-800-713-4680 · 281-368-7200

1. APPOINTMENT

Subject to the limitations contained herein, the Company hereby constitutes and appoints the General Agent as its agent, for the purpose of soliciting, personally or through Agents and/or Brokers recruited by or assigned to the General Agent, applications for the Company's insurance policies and annuity contracts, and forwarding them to the Home Office of the Company for acceptance or rejection. The General Agent and the Agents or Brokers recruited by or assigned to the General Agent may operate within the territory in which they are properly licensed, but this Agreement does not grant exclusive rights in any territory or for any products.

2. RESPONSIBILITIES AND LIMITATIONS

During the continuation of this Agreement, the General Agent agrees to:

- (a) Be responsible for the proper delivery of policies issued by the Company on applications solicited by the General Agent and Agents or Brokers recruited by or assigned to the General Agent.
- (b) Operate only in states where the General Agent and Agents or Brokers recruited by or assigned to the General Agent are licensed to do business and solicit applications only for those products offered by the Company in each such state.
- (c) Comply with all rules, regulations and instructions of the Company pertaining to the conduct of business covered by this Agreement, and be responsible for the supervision of the Agents recruited by or assigned to the General Agent, in complying with such rules, regulations, and instructions.
- (d) Comply with all state, federal and local laws, regulations and orders to which the General Agent and the Agents or Brokers recruited by or assigned to the General Agent may be subject or bound.
- (e) Maintain adequate professional liability (Errors & Omissions) insurance coverage respecting the conduct of the General Agent's business under this Agreement and furnish proof of such coverage to the Company upon request.
- (f) Pay all his or her expenses in the performance of this Agreement.
- (g) Indemnify and hold the Company harmless from losses, expenses, costs and damages resulting from any acts by the General Agent or the General Agent's employees which breach any of the terms of this Agreement.
- (h) Immediately forward to the Company by cash or check all premiums received by the General Agent or the Agents and/or Brokers recruited by or assigned to the General Agent at the time of application or upon delivery of an insurance policy.

3. AGENTS AND/OR BROKERS

The Company agrees to appoint as its agents such licensed persons (Agents and/or Brokers) recruited by the General Agent as meet standards then generally applied by the Company in appointment of Agents and/or Brokers; provided, however, that:

- (a) No such person shall be authorized to represent the Company until an Agent's or Broker's contract is properly executed by the Company and such Agent or Broker is properly licensed and appointed by the Company to solicit business for the Company.
- (b) The Company reserves the right, in its sole discretion, to refuse to appoint any Agent or Broker recruited by the General Agent, and to terminate the appointment of any such Agent or Broker, without any liability to the General Agent.
- (c) If both the General Agent and another Agent of the Company request appointment of the same person, the Company shall appoint that person in whatever capacity is mutually agreed upon by all parties.

4. ASSIGNMENT

No sale, transfer or assignment of this Agreement or of any interest therein, shall be valid without the consent of the Company made in writing and signed by an Officer of the Company and dated at its Home Office.

5. LIMITS OF AUTHORITY

The General Agent is not authorized to obligate or bind the Company to any contract of insurance, to waive, alter or change any provision or condition of the Company's insurance policies or annuity contracts or any application for such contracts, any Agent's or Broker's contract, sales literature, illustrations, or receipts; modify or extend the amount of time of any premium payment due to the Company; or receive any money due or to become due the Company except initial premiums and additional first year premium collected when a policy is delivered. The General Agent shall not enter into any contract, incur any expense or obligation of any character whatsoever, or cause or permit the insertion or distribution in any publication or otherwise, of any advertising or publicity matter in any way involving the Company without the prior written approval of the Company. The General Agent is not to prepare, publish, print or circulate, or cause to be prepared, published, printed, or circulated any advertising or sales promotion materials, illustrations, circulars, leaflets, booklets, form letters, radio, telephone or television scripts, or any other information used in the solicitation of insurance, nor advertise its policies or services without the Company's prior written approval.

6. APPLICATIONS AND POLICIES

The Company may, in its discretion, and without liability to the General Agent, reject applications or refund premiums for insurance policies or annuity contracts submitted by the General Agent or Agent and/or Broker recruited by or assigned to the General Agent without specifying the cause; and withdraw, substitute, or change any insurance policy, annuity contract, or premium rate used by the Company.

7. INDEBTEDNESS

The General Agent will be responsible for the payment to the Company on demand of all monies which (a) The General Agent or Agent and/or Broker recruited by or assigned to the General Agent collects on the Company's behalf; (b) are due it because of compensation paid to the General Agent or Agent and/or Broker recruited by or assigned to the General Agent upon premiums or other consideration paid for any insurance policy or annuity contract which the Company thereafter refunded or returned; or (c) are paid or advanced to the General Agent or Agent and/or Broker recruited by or assigned to the General Agent which are not due under this Agreement. Until the Company receives all such monies from the General Agent or Agent and/or Broker recruited by or assigned to the General Agent, the same shall be a debt payable on demand and for which he/she is personally liable.

8. LIEN

As additional security for the payment of any indebtedness under this Agreement or any other Agreement with the Company, the Company shall have a first and prior lien against the compensation due the General Agent under this Agreement. The Company's lien is superior to all other liens under this Agreement. The Company may, at any time offset any such indebtedness against compensation due the General Agent under this Agreement or any agreement he/she has with the Company. If the Company does elect to offset, the offset shall not constitute an election by the Company to forego any other remedies to collect the indebtedness.

9. LITIGATION

- (a) If any legal action is brought against the Company, its employees, the General Agent or Agents and/or Brokers recruited by or assigned to the General Agent, either jointly or severally, by reason of any alleged act, fault, omission, negligence, or failure of the General Agent's or Agents and/or Brokers recruited by or assigned to the General agent, in connection with activities hereunder, the Company may require the General Agent to defend such action. However, at its sole option, the Company may elect to defend such action and expend such sums as are reasonably necessary in connection with such defense including attorneys' fees. On demand, the General Agent shall repay all such costs incurred in such defense. In the event judgment is obtained against the Company or its employees in any such action, the General Agent shall indemnify the Company for such judgment as well as all attendant costs as stated above. The General Agent shall have the same rights in connection with suits brought by third parties and arising from alleged wrongdoing on the part of the Company involving the General Agent and Agent and/or Broker recruited by or assigned to the General Agent. In any event, compromise settlements shall be considered and shall be accepted as may be reasonable.
- (b) The General Agent shall not commence any litigation between the General Agent and any other agent of the Company, or applicant to or policyholder of the Company upon any matter relating to the business of the Company, without first obtaining the written consent thereto by the President of the Company, which consent shall no be unreasonable withheld.

10. COMPANY PROPERTY

Sales brochures, applications, rate books, policyholder cards and all other supplies furnished by it will remain Company property. They are to be accounted for and returned by the General Agent on demand. The General Agent agrees to be responsible for any damage or misuse thereof. Company property is subject to examination during normal business hours and without notice by a duly authorized representative of the company.

11. PERSONAL DEVELOPMENT AND SERVICE

The General agrees to become fully informed as to the provisions and benefits of each product offered by the Company for which the General Agent or Agents and/or Brokers recruited by or assigned to the General Agent solicit applications, and to insure that such Agents and Brokers are so informed. The General Agent further agrees to represent such products adequately and fairly to prospects, and to use his or her best efforts to provide service to customers and to maintain in force any business placed with the Company.

12. COMPENSATION

Subject to all provisions of this Agreement, the Company agrees to pay the General Agent compensation for services rendered hereunder on insurance policies and annuity contracts issued on applications solicited by the General Agent or Agents and/or Brokers recruited by or assigned to the General Agent in accordance with the attached Commission Schedules.

(a) Change in Schedule

The Commission Schedule attached to this Agreement may be changed by the Company at any time by notice to the General Agent, provided, however, such change shall be applicable only to policies of insurance thereafter issued.

(b) Reinsurance

If all or any portion of a policy of insurance issued by the Company through the solicitation of the General Agent or Agent and/or Broker recruited by or assigned to the General Agent is reinsured by the Company, the right is reserved by the Company to change the compensation provided for in the attached Commission schedules to the extent deemed advisable by the Company to provide for the reinsurance.

(c) Renewal Commissions on Termination, Death or Total Disability of the General Agent

If this Agreement is terminated for any reason including death or, if, in the sole judgment of the Company, the General Agent is totally disabled by reason of physical or mental impairment, renewal commissions (but not service fees) on business produced by the General Agent at the rates and for the periods specified in the attached Commission Schedule shall, subject to the other provisions of this Agreement, be paid as they accrue to the account of the General Agent or the heirs or legal representatives or the General Agent in accordance with this Agreement.

(d) Termination of Service Fees

In no event shall service fees be payable after the death or, as determined by the Company, the total physical or mental disability of the General Agent or after the termination of this Agreement for any other reason.

(e) Conversion, Chances and Replacements

The compensation on conversions of term policies, changes in plan and replacement policies shall be governed by the rules and practices adopted by the Company.

13. TERMINATION

At any time either the General Agent or the Company may terminate this Agreement without cause by giving thirty (30) days notice in writing sent to the last known address of the other. This Agreement shall terminate immediately upon the date of the General Agent's death, bankruptcy, or insolvency, or, in the event the General Agent is a corporation or partnership, upon the dissolution thereof, or upon the termination or nonrenewal of the General Agent's license to represent the Company. Without notice this Agreement shall immediately terminate for cause if the General Agent:

- (a) Fails to comply with or commits any material violation of any provision of this Agreement.
- (b) Violates any law or regulation regarding the sale of insurance or annuities or fails to comply with any court or administrative agency order.
- (c) Forfeits his or her license to write insurance in any State by reason of action commenced against the General Agent by the Insurance Department of that State, whether as part of a revocation of such license or in an effort to compromise or settle such proceedings.
- (d) Induces or attempts to induce any policyholder of the Company to surrender or lapse any policy of insurance or annuity contract with the Company or to reduce or discontinue any premium payments to it.
- (e) Withholds, converts, or fails to account for and remit promptly any monies, funds, policies, or other property belonging to or returnable to the Company.
- (f) Does any act which injures the business or reputation of the Company.
- (g) Induces or attempts to induce any Agent, employee or representative of the Company to terminate his/her relationship with the Company.
- (h) Threatens or acts in an abusive manner toward the Company or any of its employees.

If this Agreement is terminated for cause as provided in this paragraph or if this Agreement is terminated without cause but the Company later discovers that during the General Agent's association with the Company or afterwards that the General Agent has committed any of the acts described in this paragraph then the General Agent shall forfeit to the Company all right, title and interest in any compensation due the General Agent under this Agreement. A forfeiture under this paragraph shall not constitute an election by the company to forego any claim it may have against the General Agent.

14. NOTICE

Any notice given under any provision of this Agreement shall be complete upon deposit, postage prepaid, in the U.S. mail addressed to the General Agent at the General Agent's address according to the Company's records or to the Company at its home office, whichever applies.

15. RELATIONSHIP

Nothing contained herein is intended or shall be construed to create the relationship of employer and employee between the General Agent, the Agent and/or Broker, and the Company, or between the General Agent and the Agent and/or Broker shall at all times be deemed independent contractors. The General Agent and the Agent or Broker shall be free to exercise their own judgment as to the persons from whom they will solicit applications for insurance policies and annuity contracts and the time and place of such solicitation, but the Company may, from time to time, prescribe rules, regulations or instructions respecting the conduct of the business covered hereby, not interfering with such freedom of action of the General Agent and any Agent or Broker recruited by or assigned to the General Agent, who shall nevertheless be subject to and comply with such rules, regulations, and instructions. The General Agent and any Agent or Broker recruited or assigned to the General Agent shall at all times be free to contract with other insurance companies and solicit business on their behalf.

16. REPLACEMENT

This Agreement terminates and supersedes any and all other agreements made between the General Agent and the Company to represent the Company.

17. RIGHTS OF COMPANY

The Company may make such changes as it deems advisable in the conduct of its business or discontinue at any time issuing any of its forms of policy contracts or other instruments issued in the pursuance of its business and no liability to the General Agent will attach to the Company by reason of its so doing. The Company shall have the right to test-market any of its products or policies on a select basis at the discretion of the Company.

18. INJUNCTION

The General Agent agrees that if, during this Agreement, or within two years after termination thereof; if the General Agent does any of the acts described in paragraph 13 subparagraph (d), (e), (f), or (g) of this Agreement, that damages, if any, and remedies at law for doing such acts would be inadequate. Therefore, in the event the General Agent does any such acts, the Company shall be entitled to an injunction, without the necessity of furnishing bond restraining the General Agent from any such act. The General Agent agrees that any such act would result in continuing irreparable harm and damage to the Company but nothing contained herein shall be construed as prohibiting the Company from pursuing any other remedies available to the Company, including the recovery of damages from the General Agent.

19. LAW GOVERNING AND JURISDICTION

This Agreement is made and entered into upon its acceptance by the Company at its Home Office in Houston, Texas, and shall be governed by the laws of the State of Texas. All compensation payable hereunder by the Company shall be payable at Houston, Texas. The General Agent agrees that any actions or legal proceedings arising out of or in any way relating to this Agreement, whether initiated by the General Agent or the Company, shall be brought in the courts of Harris County, Texas, which shall have jurisdiction and venue over any litigation resulting from any violation or interpretation of the terms and conditions of this Agreement.

20. SAVINGS CLAUSE

If any provision of this Agreement shall be contrary to the laws of the particular state, county, or jurisdiction where used, such contrary provision shall not entirely invalidate this Agreement, and this Agreement shall be construed as not containing the particular provision held to be invalid in such state, county or jurisdiction and the rights and obligations of the General Agent and the Company shall be construed and enforced in such a manner as nearly as possible to effect the intent and purposes of the Agreement.

21. WAIVER

The forbearance or neglect of the Company to insist upon the performance of this Agreement or its failure to take advantage of its rights and privileges in case of any violation hereof by the agent, shall not constitute a waiver of any such rights and privileges. No waiver or modifications of any of the terms or conditions of this Agreement shall be binding upon the Company unless made in writing and signed by an officer of the Company and dated at its Home Office.

22. ENTIRE CONTRACT

This Agreement and the attached Commission Schedules, along with all supplements and amendments, if any, constitute the entire contract between the parties.

Executed this _____ day of _____, 20 _____.

Effective Date: _____, 20 _____.

Social Security Number

General Agent Signature

By Authorized Officer of Houston, Texas

Title



NEW ERA LIFE INSURANCE COMPANY

GENERAL AGENT'S CONTRACT

For

Name

Of

Address

City State Zip

P.O. Box 4884 · Houston, Texas 77210-4884
200 Westlake Park Blvd. · Suite # 1200 · Houston, Texas 77079

1-800-713-4680 · 281-368-7200

1. APPOINTMENT

Subject to the limitations contained herein, the Company hereby constitutes and appoints the General Agent as its agent, for the purpose of soliciting, personally or through Agents and/or Brokers recruited by or assigned to the General Agent, applications for the Company's insurance policies and annuity contracts, and forwarding them to the Home Office of the Company for acceptance or rejection. The General Agent and the Agents or Brokers recruited by or assigned to the General Agent may operate within the territory in which they are properly licensed, but this Agreement does not grant exclusive rights in any territory or for any products.

2. RESPONSIBILITIES AND LIMITATIONS

During the continuation of this Agreement, the General Agent agrees to:

- (a) Be responsible for the proper delivery of policies issued by the Company on applications solicited by the General Agent and Agents or Brokers recruited by or assigned to the General Agent.
- (b) Operate only in states where the General Agent and Agents or Brokers recruited by or assigned to the General Agent are licensed to do business and solicit applications only for those products offered by the Company in each such state.
- (c) Comply with all rules, regulations and instructions of the Company pertaining to the conduct of business covered by this Agreement, and be responsible for the supervision of the Agents recruited by or assigned to the General Agent, in complying with such rules, regulations, and instructions.
- (d) Comply with all state, federal and local laws, regulations and orders to which the General Agent and the Agents or Brokers recruited by or assigned to the General Agent may be subject or bound.
- (e) Maintain adequate professional liability (Errors & Omissions) insurance coverage respecting the conduct of the General Agent's business under this Agreement and furnish proof of such coverage to the Company upon request.
- (f) Pay all his or her expenses in the performance of this Agreement.
- (g) Indemnify and hold the Company harmless from losses, expenses, costs and damages resulting from any acts by the General Agent or the General Agent's employees which breach any of the terms of this Agreement.
- (h) Immediately forward to the Company by cash or check all premiums received by the General Agent or the Agents and/or Brokers recruited by or assigned to the General Agent at the time of application or upon delivery of an insurance policy.

3. AGENTS AND/OR BROKERS

The Company agrees to appoint as its agents such licensed persons (Agents and/or Brokers) recruited by the General Agent as meet standards then generally applied by the Company in appointment of Agents and/or Brokers; provided, however, that:

- (a) No such person shall be authorized to represent the Company until an Agent's or Broker's contract is properly executed by the Company and such Agent or Broker is properly licensed and appointed by the Company to solicit business for the Company.
- (b) The Company reserves the right, in its sole discretion, to refuse to appoint any Agent or Broker recruited by the General Agent, and to terminate the appointment of any such Agent or Broker, without any liability to the General Agent.
- (c) If both the General Agent and another Agent of the Company request appointment of the same person, the Company shall appoint that person in whatever capacity is mutually agreed upon by all parties.

4. ASSIGNMENT

No sale, transfer or assignment of this Agreement or of any interest therein, shall be valid without the consent of the Company made in writing and signed by an Officer of the Company and dated at its Home Office.

5. LIMITS OF AUTHORITY

The General Agent is not authorized to obligate or bind the Company to any contract of insurance, to waive, alter or change any provision or condition of the Company's insurance policies or annuity contracts or any application for such contracts, any Agent's or Broker's contract, sales literature, illustrations, or receipts; modify or extend the amount of time of any premium payment due to the Company; or receive any money due or to become due the Company except initial premiums and additional first year premium collected when a policy is delivered. The General Agent shall not enter into any contract, incur any expense or obligation of any character whatsoever, or cause or permit the insertion or distribution in any publication or otherwise, of any advertising or publicity matter in any way involving the Company without the prior written approval of the Company. The General Agent is not to prepare, publish, print or circulate, or cause to be prepared, published, printed, or circulated any advertising or sales promotion materials, illustrations, circulars, leaflets, booklets, form letters, radio, telephone or television scripts, or any other information used in the solicitation of insurance, nor advertise its policies or services without the Company's prior written approval.

6. APPLICATIONS AND POLICIES

The Company may, in its discretion, and without liability to the General Agent, reject applications or refund premiums for insurance policies or annuity contracts submitted by the General Agent or Agent and/or Broker recruited by or assigned to the General Agent without specifying the cause; and withdraw, substitute, or change any insurance policy, annuity contract, or premium rate used by the Company.

7. INDEBTEDNESS

The General Agent will be responsible for the payment to the Company on demand of all monies which (a) The General Agent or Agent and/or Broker recruited by or assigned to the General Agent collects on the Company's behalf; (b) are due it because of compensation paid to the General Agent or Agent and/or Broker recruited by or assigned to the General Agent upon premiums or other consideration paid for any insurance policy or annuity contract which the Company thereafter refunded or returned; or (c) are paid or advanced to the General Agent or Agent and/or Broker recruited by or assigned to the General Agent which are not due under this Agreement. Until the Company receives all such monies from the General Agent or Agent and/or Broker recruited by or assigned to the General Agent, the same shall be a debt payable on demand and for which he/she is personally liable.

8. LIEN

As additional security for the payment of any indebtedness under this Agreement or any other Agreement with the Company, the Company shall have a first and prior lien against the compensation due the General Agent under this Agreement. The Company's lien is superior to all other liens under this Agreement. The Company may, at any time offset any such indebtedness against compensation due the General Agent under this Agreement or any agreement he/she has with the Company. If the Company does elect to offset, the offset shall not constitute an election by the Company to forego any other remedies to collect the indebtedness.

9. LITIGATION

- (a) If any legal action is brought against the Company, its employees, the General Agent or Agents and/or Brokers recruited by or assigned to the General Agent, either jointly or severally, by reason of any alleged act, fault, omission, negligence, or failure of the General Agent's or Agents and/or Brokers recruited by or assigned to the General agent, in connection with activities hereunder, the Company may require the General Agent to defend such action. However, at its sole option, the Company may elect to defend such action and expend such sums as are reasonably necessary in connection with such defense including attorneys' fees. On demand, the General Agent shall repay all such costs incurred in such defense. In the event judgment is obtained against the Company or its employees in any such action, the General Agent shall indemnify the Company for such judgment as well as all attendant costs as stated above. The General Agent shall have the same rights in connection with suits brought by third parties and arising from alleged wrongdoing on the part of the Company involving the General Agent and Agent and/or Broker recruited by or assigned to the General Agent. In any event, compromise settlements shall be considered and shall be accepted as may be reasonable.
- (b) The General Agent shall not commence any litigation between the General Agent and any other agent of the Company, or applicant to or policyholder of the Company upon any matter relating to the business of the Company, without first obtaining the written consent thereto by the President of the Company, which consent shall no be unreasonable withheld.

10. COMPANY PROPERTY

Sales brochures, applications, rate books, policyholder cards and all other supplies furnished by it will remain Company property. They are to be accounted for and returned by the General Agent on demand. The General Agent agrees to be responsible for any damage or misuse thereof. Company property is subject to examination during normal business hours and without notice by a duly authorized representative of the company.

11. PERSONAL DEVELOPMENT AND SERVICE

The General agrees to become fully informed as to the provisions and benefits of each product offered by the Company for which the General Agent or Agents and/or Brokers recruited by or assigned to the General Agent solicit applications, and to insure that such Agents and Brokers are so informed. The General Agent further agrees to represent such products adequately and fairly to prospects, and to use his or her best efforts to provide service to customers and to maintain in force any business placed with the Company.

12. COMPENSATION

Subject to all provisions of this Agreement, the Company agrees to pay the General Agent compensation for services rendered hereunder on insurance policies and annuity contracts issued on applications solicited by the General Agent or Agents and/or Brokers recruited by or assigned to the General Agent in accordance with the attached Commission Schedules.

(a) Change in Schedule

The Commission Schedule attached to this Agreement may be changed by the Company at any time by notice to the General Agent, provided, however, such change shall be applicable only to policies of insurance thereafter issued.

(b) Reinsurance

If all or any portion of a policy of insurance issued by the Company through the solicitation of the General Agent or Agent and/or Broker recruited by or assigned to the General Agent is reinsured by the Company, the right is reserved by the Company to change the compensation provided for in the attached Commission schedules to the extent deemed advisable by the Company to provide for the reinsurance.

(c) Renewal Commissions on Termination, Death or Total Disability of the General Agent

If this Agreement is terminated for any reason including death or, if, in the sole judgment of the Company, the General Agent is totally disabled by reason of physical or mental impairment, renewal commissions (but not service fees) on business produced by the General Agent at the rates and for the periods specified in the attached Commission Schedule shall, subject to the other provisions of this Agreement, be paid as they accrue to the account of the General Agent or the heirs or legal representatives or the General Agent in accordance with this Agreement.

(d) Termination of Service Fees

In no event shall service fees be payable after the death or, as determined by the Company, the total physical or mental disability of the General Agent or after the termination of this Agreement for any other reason.

(e) Conversion, Chances and Replacements

The compensation on conversions of term policies, changes in plan and replacement policies shall be governed by the rules and practices adopted by the Company.

13. TERMINATION

At any time either the General Agent or the Company may terminate this Agreement without cause by giving thirty (30) days notice in writing sent to the last known address of the other. This Agreement shall terminate immediately upon the date of the General Agent's death, bankruptcy, or insolvency, or, in the event the General Agent is a corporation or partnership, upon the dissolution thereof, or upon the termination or nonrenewal of the General Agent's license to represent the Company. Without notice this Agreement shall immediately terminate for cause if the General Agent:

- (a) Fails to comply with or commits any material violation of any provision of this Agreement.
- (b) Violates any law or regulation regarding the sale of insurance or annuities or fails to comply with any court or administrative agency order.
- (c) Forfeits his or her license to write insurance in any State by reason of action commenced against the General Agent by the Insurance Department of that State, whether as part of a revocation of such license or in an effort to compromise or settle such proceedings.
- (d) Induces or attempts to induce any policyholder of the Company to surrender or lapse any policy of insurance or annuity contract with the Company or to reduce or discontinue any premium payments to it.
- (e) Withholds, converts, or fails to account for and remit promptly any monies, funds, policies, or other property belonging to or returnable to the Company.
- (f) Does any act which injures the business or reputation of the Company.
- (g) Induces or attempts to induce any Agent, employee or representative of the Company to terminate his/her relationship with the Company.
- (h) Threatens or acts in an abusive manner toward the Company or any of its employees.

If this Agreement is terminated for cause as provided in this paragraph or if this Agreement is terminated without cause but the Company later discovers that during the General Agent's association with the Company or afterwards that the General Agent has committed any of the acts described in this paragraph then the General Agent shall forfeit to the Company all right, title and interest in any compensation due the General Agent under this Agreement. A forfeiture under this paragraph shall not constitute an election by the company to forego any claim it may have against the General Agent.

14. NOTICE

Any notice given under any provision of this Agreement shall be complete upon deposit, postage prepaid, in the U.S. mail addressed to the General Agent at the General Agent's address according to the Company's records or to the Company at its home office, whichever applies.

15. RELATIONSHIP

Nothing contained herein is intended or shall be construed to create the relationship of employer and employee between the General Agent, the Agent and/or Broker, and the Company, or between the General Agent and the Agent and/or Broker shall at all times be deemed independent contractors. The General Agent and the Agent or Broker shall be free to exercise their own judgment as to the persons from whom they will solicit applications for insurance policies and annuity contracts and the time and place of such solicitation, but the Company may, from time to time, prescribe rules, regulations or instructions respecting the conduct of the business covered hereby, not interfering with such freedom of action of the General Agent and any Agent or Broker recruited by or assigned to the General Agent, who shall nevertheless be subject to and comply with such rules, regulations, and instructions. The General Agent and any Agent or Broker recruited or assigned to the General Agent shall at all times be free to contract with other insurance companies and solicit business on their behalf.

16. REPLACEMENT

This Agreement terminates and supersedes any and all other agreements made between the General Agent and the Company to represent the Company.

17. RIGHTS OF COMPANY

The Company may make such changes as it deems advisable in the conduct of its business or discontinue at any time issuing any of its forms of policy contracts or other instruments issued in the pursuance of its business and no liability to the General Agent will attach to the Company by reason of its so doing. The Company shall have the right to test-market any of its products or policies on a select basis at the discretion of the Company.

18. INJUNCTION

The General Agent agrees that if, during this Agreement, or within two years after termination thereof; if the General Agent does any of the acts described in paragraph 13 subparagraph (d), (e), (f), or (g) of this Agreement, that damages, if any, and remedies at law for doing such acts would be inadequate. Therefore, in the event the General Agent does any such acts, the Company shall be entitled to an injunction, without the necessity of furnishing bond restraining the General Agent from any such act. The General Agent agrees that any such act would result in continuing irreparable harm and damage to the Company but nothing contained herein shall be construed as prohibiting the Company from pursuing any other remedies available to the Company, including the recovery of damages from the General Agent.

19. LAW GOVERNING AND JURISDICTION

This Agreement is made and entered into upon its acceptance by the Company at its Home Office in Houston, Texas, and shall be governed by the laws of the State of Texas. All compensation payable hereunder by the Company shall be payable at Houston, Texas. The General Agent agrees that any actions or legal proceedings arising out of or in any way relating to this Agreement, whether initiated by the General Agent or the Company, shall be brought in the courts of Harris County, Texas, which shall have jurisdiction and venue over any litigation resulting from any violation or interpretation of the terms and conditions of this Agreement.

20. SAVINGS CLAUSE

If any provision of this Agreement shall be contrary to the laws of the particular state, county, or jurisdiction where used, such contrary provision shall not entirely invalidate this Agreement, and this Agreement shall be construed as not containing the particular provision held to be invalid in such state, county or jurisdiction and the rights and obligations of the General Agent and the Company shall be construed and enforced in such a manner as nearly as possible to effect the intent and purposes of the Agreement.

21. WAIVER

The forbearance or neglect of the Company to insist upon the performance of this Agreement or its failure to take advantage of its rights and privileges in case of any violation hereof by the agent, shall not constitute a waiver of any such rights and privileges. No waiver or modifications of any of the terms or conditions of this Agreement shall be binding upon the Company unless made in writing and signed by an officer of the Company and dated at its Home Office.

22. ENTIRE CONTRACT

This Agreement and the attached Commission Schedules, along with all supplements and amendments, if any, constitute the entire contract between the parties.

Executed this _____ day of _____, 20 _____.

Effective Date: _____, 20 _____.

Social Security Number

General Agent Signature

By Authorized Officer of Houston, Texas

Title

NEW ERA LIFE INSURANCE COMPANY

Houston, TX

July 2008

Contract # 3718

I. Attached to and made a part of NEW ERA LIFE INSURANCE COMPANY Agent Contract.

II. Schedule

Commissions and service fees equal to the percentages shown shall be paid on commissionable premiums actually received in cash and accepted by New Era Life Insurance Company for each policy year.

Cut off date for commission is the 15th and end of the month. Check will be mailed bi-monthly provided accumulated total commission is \$50.00 or more.

COMMISSION PERCENTAGE PAYABLE

PLAN DESCRIPTION	Age	year:	1	2-5	6	7	8	9-10	11+
The Secure Choice 5 year Annuity - A23R	0-85		2.00						
The Secure Choice 5 year Annuity - A23R	86-90		1.00						
The Secure Choice 3 year Annuity - A24R	0-85		1.75						
The Secure Choice 3 year Annuity - A24R	86-99		0.88						

For all annuity withdrawals within the first policy year, commission will be charged back accordingly.



Agent's Signature

Date

NEW ERA LIFE INSURANCE COMPANY

Houston, TX

July 2008

Contract # 3718

I. Attached to and made a part of NEW ERA LIFE INSURANCE COMPANY Agent Contract.

II. Schedule

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<u>PLAN DESCRIPTION</u>	<u>Age</u>	<u>year:</u>	<u>1</u>	<u>2-5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9-10</u>	<u>11+</u>
The Secure Choice 5 year Annuity - A23R	0-85		2.00						
The Secure Choice 5 year Annuity - A23R	86-90		1.00						
The Secure Choice 3 year Annuity - A24R	0-85		1.75						
The Secure Choice 3 year Annuity - A24R	86-99		0.88						

For all annuity withdrawals within the first policy year, commission will be charged back accordingly.



Agent's Signature

Date

Request for Taxpayer Identification Number and Certification

**Give form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	
City, state, and ZIP code		
List account number(s) here (optional)		
Requester's name and address (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 3.

Social security number
+

or

Employer identification number
+

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here

Signature of U.S. person ▶

Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515**, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.