

AGENT'S CONTRACT
Scarlet's Insurance Services, Inc.
For Group and Individual, Life and Health

This contract between Scarlet's Insurance Services, Inc. (Oregon DBA: Scarlet's Northwest , Arizona DBA: Green Valley Insurance) and _____ ("the Agent/Agency")

Witnesses:

That in consideration of the benefits both of them will receive, Scarlet's appoints the Agent its representative to solicit applications for Group and Individual Life and Health policies, subject to all the terms and conditions of this Contract.

1. AGENT-SCARLET'S RELATIONSHIP: The Agent is an independent contractor in business as an insurance Agent, Broker, or agency and is not an employee of Scarlet's. The agent is free to decide for himself the persons from whom he will solicit applications, the time and place of solicitation, his working hours, vacations, etc. The Agent will follow the restrictions imposed by this contract and by law on the making of representations about the coverage and on the manner and means of soliciting applications for Scarlet's, but otherwise these are matters within the Agent's discretion.

The Agent, and not Scarlet's will be responsible for any taxes on commissions. The Agent agrees to file all returns or reports and to pay all taxes or other money required by any government because of commissions paid under this contract.

The Agent agrees that he or she will use due diligence:

- (A) To solicit and secure applications for Scarlet's Group and Individual Life and health policies.
- (B) Where applicable, to collect the initial premium made out to the correct insurer and deliver to Scarlet's all premiums on those applications.

2. TERRITORY: The Agent will have the right to solicit applications for Scarlet's in any state in which BOTH:

- (A) Scarlet's is licensed or admitted to do business.
- (B) The Agent is licensed as a Life and Health Insurance agent.

This is a non-exclusive appointment as to both Scarlet's and the Agent. Nothing in this Contract will prevent Scarlet's from appointing other agents in the same territory or prevent the Agent from agreeing to represent other companies.

3. OBSERVE ALL RULES: The Agent agrees to obey all of Scarlet's rules and regulations, including any future additions and changes.

The Agent agrees that he will not make any representations about benefits to be provided by Scarlet's, except through written material furnished by Scarlet's.

The agent agrees that he will not use any written or oral comparison between coverage offered by Scarlet's Insurance or its insurers, and coverage offered by other companies, unless the comparison is furnished by Scarlet's or authorized in advance by Scarlet's.

The Agent understands and agrees that he is NOT authorized:

- (A) To make any oral or written change in any form, application or policy furnished by Scarlet's or in premium rates quoted by Scarlet's;
- (B) To require Scarlet's to quote rates on prospective policies; or to bind Scarlet's in any way.

4. COMMISSIONS: It is understood and agreed:

- (A) As full compensation for the services of the Agent, Scarlet's will allow the Agent Commission according to the attached Commission Schedule.
- (B) That Scarlet's may, upon prior notice to the Agent, change or terminate the compensation allowance on any policy issued, or add additional forms and establish the rates of compensation thereon, or withdraw policy forms from the foregoing schedule but no change or withdrawal shall apply to any policy written prior to the effective date of such notice. However, it is understood that all compensation will cease at the time this contract is terminated.
- (C) That if Scarlet's for any reason, refunds any premium or part of a premium on any policy, any commissions paid the Agent on the amount refunded shall be immediately repaid to Scarlet's or, at the option of Scarlet's, be deducted from any compensation payable to the Agent.
- (D) That the amount and the time of payment of commissions and fees on replacements, changes, exchanges, term renewals, premiums paid in advance, premium rate increases and other special cases shall be governed by the rules and regulations of Scarlet's and its insurers.
- (E) Scarlet's has the right to charge and collect interest up to the highest lawful rate on debit balances created by the Agent no matter how such balances were created.
- (F) That the payment of compensation shall always be subject to the Agent being properly licensed in the designated State, and being currently appointed with the carrier and/or Scarlet's Insurance Services, Inc..
- (G) If the Agent dies, Scarlet's will pay his estate any accumulated commissions which were due at the time of death, less any debt the Agent owed to Scarlet's Northwest. No commission will be paid on premium received by Scarlet's Northwest after the Agent's death.

5. CONCLUSIVE ACCOUNTING: Scarlet's agrees to give the Agent periodic reports of all money paid or due and payable to him since the last previous report. The Agent agrees that each of these reports will be conclusively deemed correct unless he delivers a written objection to Scarlet's within 60 days after Scarlet's has delivered the report to him.

In the event Scarlet's makes an error in payment of commissions, any necessary adjustments will be made on the next scheduled commission payment.

6. ADVERTISING; The Agent understands and agrees that Scarlet's name, logo-type, trademark and product names belong exclusively to Scarlet's and may not be used for any business purpose unless Scarlet's gives written permission in advance. The Agent agrees that he will submit any proposed use of this material to Scarlet's in advance of publication, and that he will not publish the material until Scarlet's has approved the publication in writing. The Agent understands that this Paragraph 6 means he may not refer to Scarlet's in his

advertisements, such as his telephone book “yellow page” insertion, unless Scarlet’s gives its written approval in advance.

7. LICENSES: The Agent agrees to pay all applicable license fees and taxes.

8. LIMITATIONS: The Agent understands that:

(A) Scarlet’s and its insurers reserves the right to reject or conditionally accept applications submitted by the Agent; and

(B) The Agent’s authority to collect premium is limited to the initial premium from each applicant. The agent is not authorized to accept any subsequent premium or other payment on behalf of Scarlet’s or its insurers.

9. TERM, TERMINATION AND MODIFICATION: This contract will become effective when it has been signed by the Agent and by an officer of Scarlet’s. It will remain in effect until it is terminated as follows:

(A) Either party may terminate this contract at any time without cause by giving the other party written notice at least 30 days in advance of the termination date. It is understood that all compensation to the Agent will cease at the time of contract termination.

(B) This contract will terminate automatically and without notice on the day the Agent ceases to hold a license from the appropriate Insurance Commissioner to represent Life and Health insurance companies.

(C) This contract will terminate automatically if replaced by a subsequent contract.

No amendment, modification or waiver of any provision of this contract will be valid unless it is in writing and signed by an officer of Scarlet’s.

1. INDEMNITY: The Agent agrees to indemnify Scarlet’s Insurance Services, Inc ,Scarlet’s Northwest, Green Valley Insurance and save Scarlet’s Insurance Services, Inc., Scarlet’s Northwest, and Green Valley Insurance harmless from any and all liability, loss, cost, damage or expense growing out of the Agent’s violation of this contract or the Agent’s failure to conform to the provisions of this contract or the Agent’s failure to conform to the rules and regulations set forth by the Department of Consumer and Business Services, Insurance Division, or the Agent’s failure to conform to the provisions in all Contracts

held by Scarlet's Insurance Services, Inc., Scarlet's Northwest and Green Valley Insurance. The Agent agrees to reimburse the company for any legal fees or other expenses Scarlet's Insurance Services, Inc., Scarlet's Northwest and Green Valley Insurance incurs in enforcing the Agent's obligations under this contract.

1. **MERGER:** This contract expresses the entire agreement between Scarlet's Insurance Services, Inc. and the Agent. Any prior contract between Scarlet's and the Agent will have no further force or effect, except that any obligation of either party to the other which arose under the prior contract will continue to exist.
2. **WAIVER:** Neither of the following will constitute a waiver of Scarlet's and any of its rights or privileges under this contract:
 - (A) Scarlet's failure to take advantage of any of its rights or privileges under this contract; or
 - (B) Scarlet's forbearance or neglect to cancel or terminate this contract because the Agent failed to comply with its provisions; and that failure, forbearance or neglect by Scarlet's will not reduce or eliminate any right or privilege of Scarlet's under this contract or at law if the Agent subsequently commits the same breach or a different breach of this contract.
13. **DELIVERY OF NOTICE:** Any requirement of this contract for delivery of notice may be satisfied by either:
 - (A) Scarlet's sending the notice to the Agent by first class mail at the most recent address shown for him in the Scarlet's records or delivering it to him in person; or
 - (B) The Agent or the policyholder sending the notice to Scarlet's Northwest by first class mail at 3760 Market St. NE #285., Salem, OR 97301 or Scarlet's Insurance Services, Inc., 190 W. Continental #200-178, Green Valley, AZ 85622

14. ENTIRE AGREEMENT Except for written amendments, supplements or modifications made subsequently and signed by both parties, this Agreement represents the entire agreement between Scarlet's and the Agent with respect to the subject matter of this Agreement and supersedes all prior agreements, either oral or written. This Agreement includes the following attachments:

For SCARLET'S INSURANCE SERVICES, INC. and SCARLET'S NORTHWEST

Signature _____
Printed Name S. Angelia Stoyer
Title President
Date _____

For AGENT

Signature: _____
Printed Name: _____
Title: _____
Date: _____
Business Name and Address: _____

Business Phone:: _____
Fax #: _____
SS#: _____
Birth date (Month/Day): _____
State License #s: _____
E-mail: _____
Referred By: _____
Date _____

SCARLET'S INSURANCE SERVICES, INC.

3760 Market St. NE #285, Salem, OR 97301

190 West Continental #200-178, Green Valley, AZ 85622

AGENT'S COMMISSION SCHEDULE:

Effective Date _____, 20__.

This commission schedule is a part of the Contract agreement to which it is attached.

For policies issued on applications referred or obtained by the AGENTS contracted with

_____ Agent/Agency will receive **(30%) of the commissions** paid to Scarlet's Insurance Services Inc. and or Scarlet's Northwest for as long as this contractual agreement is in effect. This does not include any overrides or bonuses that Scarlet's may receive from their insurers.

See Attached Signature Page

For SCARLET'S INSURANCE SERVICES, INC

Signature _____

Printed Name S. Angelia Stoyer

Title President

Date _____

For AGENT/Agency

Signature _____

Printed Name _____

Title _____

Date _____

Business Name and Address

Business Phone _____

E-mail Address _____

Note:

- COPY OF W9**
- COPY OF E&O**
- COPY OF HEALTH & LIFE LICENSE (EACH STATE)**

Thank You