

AGENT'S AGREEMENT

This Agent's Agreement made this _____ day of _____, 20____, by and between
GREENHAVEN MARKETING CORP. (herein called General Agent), of
PO BOX 98 2621 FAIR OAK AVE, ANOKA, MN 55303 and
(herein called Agent), of _____.

General Agent hereby agrees that Agent shall be entitled, on a nonexclusive basis, to procure applications of insurance for General Agent's Agency in the territory in which it is now or hereafter operating; except that if a territory is described below in this paragraph, it shall be the only territory covered by this Agreement:

(Show territorial limitation of Agent above.

If same as General Agent's Agency, insert "No Exceptions.")

- (1) Agent agrees personally to procure applications for insurance, as directed by General Agent. Agent agrees to collect in cash and receipt for the first premiums thereon; to deliver immediately all such applications and remit all such premiums, which shall be considered as trust funds, to General Agent; to deliver policies, to pay General Agent commissions received on declined applications and not taken and canceled policies; to service business written by or assigned to him; all according to General Agent's instructions now in force or as hereafter modified.
- (2) So long as this Agreement remains in full force and effect and while he is actively engaged hereunder, General Agent shall pay Agent the commissions provided for in the commission schedule hereof as full and complete compensation for all applications procured and for all services performed by or required of him hereunder, provided, however, that:
 - (a) No renewal commissions shall be payable on premiums for policies issued on applications written by home office personnel of any insurance company or by Agent while being trained by such home office personnel.
 - (b) If any policy written hereunder should lapse and be reinstated by any insurance company or a representative of any insurance company other than Agent, no commissions shall be paid Agent on premiums for such policy received for or after such reinstatement.
- (3) Agent shall not solicit applications for any insurance unless he is properly licensed by the insurance company involved and the state insurance department(s) having jurisdiction.
- (4) Commissions on policies substituted for others on the same person shall be governed by the rules and instructions of General Agent, irrespective of any provisions of this Agreement.
- (5) No commission shall be payable on any policy not accepted by the applicant or on any application declined by the insurance company to whom it is submitted.
- (6) Agent agrees immediately to return to General Agent any undelivered policy issued on the application of a person whom, to the knowledge of Agent, becomes impaired in health subsequent to making application.
- (7) General Agent may offset against and deduct from any compensation payable hereunder any indebtedness incurred hereunder to General Agent, and such indebtedness shall be a first lien against all such compensation.
- (8) Rebating in any form, directly or indirectly, is prohibited. No representation shall be made for the purpose of inducing a policyholder of any insurer to terminate his insurance.
- (9) No assignment of this Agreement, or any compensation accruing under it, or any interest herein, shall be valid without the prior written consent of General Agent.
- (10) Agent shall procure General Agent's permission before using advertising or other material not furnished by General Agent or a company represented by General Agent.
- (11) Without liability to Agent, General Agent, or any company represented by General Agent, may withdraw or substitute policy forms or retire from territory covered hereby.
- (12) Agent agrees not to accept risks, alter policies, make contracts, or obligate General Agent or any company represented by General Agent in any manor unless so authorized by General Agent and the company involved. Agent shall not extend the time for payment of premiums, extend credit therefore, or deliver any policy until the premium stated therein has been received in cash.
- (13) No forbearance or neglect by General Agent to enforce any of the provisions of this Agreement shall invalidate it or thereafter constitute a waiver of any of its provisions.

- (14) This Agreement shall terminate automatically upon the death or total and permanent disability of Agent. Either General Agent or Agent may terminate this Agreement upon fifteen (15) days' written notice by the moving party addressed to General Agent at General Agent's business address, or the Agent at his last known address; or General Agent may terminate the Agreement immediately for cause upon written notice to Agent addressed to Agent at his last known address. Cause is defined to mean: (1) Fraud or breach of any of the terms of this Agreement, (2) failure to pay General Agent any money as herein required, (3) violation of any of the laws of the state or the rules of the state department regulation insurance in the territory covered hereby, or (4) any act or omission of Agent affecting the right of General Agent, or any company represented by General Agent, to do business in the territory covered hereby. In the event of any termination of this Agreement, neither of the parties hereto shall be held for any damage by reason thereof.
- (15) Agent agrees that after any termination of the Agreement, he shall have no further interest in business written hereunder except as may be herein provided. Agent shall not be permitted to assign or transfer the agent's affiliation with any insurance companies for whom business is written under this agreement to any other General Agent without the prior written consent of the General Agent. Any attempt by the Agent or Associates of the Agent to transfer business by the agent of record process will be deemed invalid.
- (16) Nothing contained herein shall be construed to create the relationship of employer and employee or a partnership between the General Agent and Agent, or between Agent and any company represented by General Agent. Agent shall be free to exercise his own judgment as to the persons solicited and the time and place of solicitation, but General Agent may from time to time prescribe rules and instructions respecting the conduct of such business, not interfering with such freedom of action, which rules and instructions shall be conformed to by Agent.
- (17) Agent agrees that he will not influence or attempt to influence any Agent or policyholder to terminate his contract with any company represented by General Agent. Should Agent engage in any of the acts prohibited by the foregoing sentence, in addition to any other remedy provided to General Agent by law, Agent shall forfeit any commissions to which he may be, or become, entitled to hereunder. Agent also agrees that since General Agent and the company(s) he represents have no adequate remedy at law for any such prohibited acts of Agent, in the event Agent engages in any such prohibited acts, General Agent or any company involved, or both shall be entitled to bring an action to enjoin Agent from such prohibited acts.
- (18) Agent shall, at all times during the tenure of this agreement, carry Errors and Omissions coverage on agent's performance in limits of not less than \$1,000,000.00 per occurrence and shall, at General Agent's request, furnish to General Agent proof of such coverage.
- (19) Agent shall be under an ongoing duty, both before and after the termination of the agency relationship created herein, to act in a manner which reflects positively on General Agent and General Agent's business. Notwithstanding any of the foregoing language, if the Agent, before or after termination of the agency relationship created herein, is found to have committed acts of dishonesty, fraud, personal misconduct or other conduct which, in the sole judgment of the General Agent, may tend to damage, or have the potential to damage the business reputation of General Agent, resulting in possible financial loss or loss of potential revenue, such conduct shall be deemed to be a breach of this agreement by Agent. Because such a claim would involve damages, which would be difficult to quantify, and measure, the parties agree that as and for Liquidated Damages for such breach, General Agent may discontinue paying renewal commissions on all policies for which Agent would otherwise be entitled to renewal commissions.
- (20) Commission rate, if any, after termination of the Agreement, and period of vestment, if any.

PROVISION 21

- (21) No renewal commission shall be paid under provision (20) for or after the first year in which the amount thereof is less than \$500.00.
- (22) This Agreement supersedes and terminates all prior agreements and understandings, to which Agent and General Agent were parties, relating to insurance written for General Agent's Agency.
- (23) **COMMISSION SCHEDULE:** The following commission schedule applies to all policies, including attached riders, written hereunder while this Agreement is in full force and effect:

The attached commission schedules apply to this agreement.
- (24) Notwithstanding the foregoing, if General Agent terminates the appointment of Agent to market products for BlueCross, Agent shall not be entitled to any renewal commissions on such business.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

General Agent

Agent

Agent's Social Security Number