

CATHOLIC LIFE INSURANCE

1635 N. E. LOOP 410 • P.O. BOX 659527
SAN ANTONIO, TEXAS 78265-9527

AGENT

This Contract and Agreement is made, entered into and accepted at San Antonio, Bexar County, Texas, effective the _____ day of _____, _____, by and between CATHOLIC LIFE INSURANCE, a Texas not-for-profit corporation and fraternal benefit society whose Home Office is located in San Antonio, Texas, hereinafter referred to as "Catholic Life" and _____ (full name) of _____ (city), _____ (state), hereinafter referred to as "The AGENT". In consideration of the mutual promises and undertakings of the parties as set forth herein, the sufficiency of which is hereby acknowledged, the parties do covenant and agree as follows:

Catholic Life hereby engages the AGENT on a non-exclusive basis, as an independent contractor and the AGENT hereby accepts said engagement with Catholic Life commencing with the effective date hereof and continuing until such time as this Contract is terminated as herein provided, upon and subject to the following terms, provisions and conditions.

(1) AUTHORITY TO SOLICIT - The AGENT, is authorized to solicit applications for insurance and/or annuity products offered by and available through Catholic Life; to collect the initial premium on each such application and remit same to Catholic Life; to deliver certificates of insurance, if the applicant/proposed member/proposed insured is found, proven and confirmed to be in good health and is approved for insurance by Catholic Life, and the initial premium has been paid; and to do and perform all such other acts, matters and things reasonably necessary to the performance of the foregoing. The AGENT may also take such actions and perform such additional matters, if any, as may be specifically authorized in writing by an authorized Executive Officer of Catholic Life.

The AGENT must be licensed in accordance with applicable state regulations. The AGENT must meet production and persistency requirements as may be prescribed by Catholic Life. Catholic Life reserves the right to alter these production and persistency requirements during the term of this Contract upon notice in writing to the AGENT.

(2) LIMITATION OF AUTHORITY - The AGENT has no authority to alter, modify, waive or change any of the terms, provisions, conditions, exclusions or rates of Catholic Life's insurance and/or Annuity products, certificates or contracts nor to make or allow, or promise to make or allow to any person, persons, or customers any payments, rebates, or reduction in amount of premiums on behalf of Catholic Life. Likewise, the AGENT shall have no authority to collect or receive premiums other than the initial premium; nor to endorse or negotiate checks payable to Catholic Life; nor to advertise, publish or distribute any matter or thing concerning Catholic Life or its insurance and/or annuity products without written authorization of Catholic Life. The AGENT shall have no authority to do or perform any act or thing in the name of Catholic Life or on behalf of Catholic Life other than is expressly provided herein, unless authorized in writing by an Executive Officer of Catholic Life. By way of illustration only, and without in any manner limiting the foregoing, the AGENT shall have no authority to enter into any contracts or obligations in the name of Catholic Life or on behalf of Catholic Life, including any lease agreements for office space or otherwise.

(3) RELATIONSHIP - The relationship between Catholic life and the AGENT shall be non-exclusive and that of contractee and independent contractor and not that of employer and employee. During the term of this engagement the AGENT shall be free to exercise independent judgment as to the time, manner and details in which he may perform the services authorized to be performed under this Contract, but Catholic Life may from time to time prescribe rules and regulations with respect to the conduct of the business covered hereby, not interfering with such freedom of action of the AGENT, which rules and regulations the AGENT will conform to and observe. It is agreed that if any training materials, sales aids or similar services are furnished to the AGENT by Catholic Life, same are for the sole purpose of assisting the AGENT in furtherance of the business and affairs of Catholic Life and same shall not be used for any other purpose. Upon a termination of this Contract, any such items shall be promptly returned by the AGENT to Catholic Life as additionally provided in Section 7 of this Contract.

(4) COMMISSIONS, BONUSES - The AGENT will be paid commission in accordance with Exhibit "A" attached. The AGENT shall also be included in and covered by the Errors and Omissions Program for AGENTS of Catholic Life Insurance. The proportionate or pro-rated cost of this coverage shall be deducted from AGENTS Bank Account on record. As an alternative to this requirement, the AGENT may purchase comparable Errors and Omissions coverage from another insurance company, approved by Catholic Life, and annually provides proof of such coverage to Catholic Life. All exhibits and attachments to this contract are subject to change from time to time by Catholic Life upon notice in writing to the AGENT, but any such change shall not affect any commissions earned and payable on the basis of any Life or Annuity certificate or contract issued by Catholic Life prior to the effective date of the change.

If Catholic Life shall return or refund the premiums on a certificate or contract or any portion of such premiums, or cancel a certificate or contract for any reason, the AGENT shall repay Catholic life the amount of commissions received by him on account of the refunded premium on such certificate or contract within thirty (30) days after Catholic Life has given notification to the AGENT. Further, no commissions will be allowed or paid on any premiums waived by Catholic Life.

Any amounts due and owing by AGENT to Catholic Life may be withheld from any commission payment due to AGENT should AGENT fail to pay said amounts within 60 days of their receipt of an invoice or notice of amount due from Catholic Life.

Upon termination, Catholic Life reserves the right to compute the present value of any vested commission payments due to AGENT, or his estate, and to prepay this amount to the representative of this estate. Such payment will constitute a complete discharge of all amounts due and owing to AGENT and his heirs, successors and estate.

(5) EXPENSES - The AGENT shall pay all expenses incurred in the performance of this Contract, and when requested, shall furnish a bond of indemnity in such form and amount as approved by Catholic Life.

(6) LIABILITY - The AGENT shall promptly remit and deliver to the Home Office of Catholic Life any and all sums received by agent upon or in connection with any application, contract or certificate solicited or procured pursuant to this Contract, and the AGENT shall be and remain personally responsible and liable for any failure to do so. All Books, Software/Diskettes, Records, and Supplies provided to AGENT by Catholic Life are the sole property of Catholic Life. The unauthorized use, reproduction or distribution of such material by the AGENT is strictly prohibited. All such materials must be returned to Catholic Life upon termination of this Contract.

The AGENT shall be liable to Catholic Life for loss by accident, theft, or otherwise, of any money or items of value belonging to Catholic Life or any other person, while in the possession of or under the control of the AGENT.

The AGENT shall further indemnify and hold Catholic Life harmless from any and all expenses, costs, claims, causes of action, losses and/or damages resulting from or arising out of unauthorized acts or transactions, or other breach of the terms of this Contract.

(7) ASSIGNMENT - Neither this Contract, nor any of the rights, authorities, responsibilities or duties set forth herein, may be transferred or assigned by the AGENT nor assumed by any other person, firm or entity, without the express written consent of Catholic Life obtained thereto in advance.

(8) FORFEITURE - Should the AGENT, while this contract remains in effect or within two years of the termination of this contract, endeavor to replace Catholic Life Insurance life or annuity certificates with life or annuity certificates of other companies, or endeavor to induce other AGENTS, BAs, PPGAs, BPPGAs, GAs of Catholic Life to discontinue their AGENT contract(s) with Catholic Life, the AGENT shall forfeit any and all commissions which may be otherwise due and payable.

(9) TERMINATION - This Contract shall terminate, upon the earlier to occur of the following:

(a) The date of death of the AGENT, in which event all commissions and bonuses due and payable under or in connection with this Contract and Exhibits "A" and "B" shall become due and payable to the personal AGENT of the Estate of the AGENT;

(b) The date of the total disability or mental incompetency of the AGENT, in which event all commissions and bonuses due and payable under or in connection with this Contract and Exhibits "A" shall become due and payable to any duly qualified and acting AGENT of the person and/or estate of the AGENT, as applicable;

(c) The date that any requisite insurance licensing requirement of the AGENT expires (without renewal), or is revoked or is suspended; or the effective date specified in a written notice of termination of this contract which may be given by either party to this Contract, such effective date to be not less than fifteen (15) days following the date of the deposit of the notice, postage prepaid by certified mail, return receipt requested, and properly addressed with the United States Postal Service. In the event of termination this contract in either of these manners, the AGENT will continue to receive only the first year commissions payable under or in connection with this Contract and Exhibit "A", unless the AGENT shall have been an active AGENT, for at least one (1) contract year, in which event the AGENT shall receive all commissions due and payable under or in connection with this contract and Exhibit "A". However, Catholic Life reserves the right and option to cancel this vesting provision should the AGENT perform any act that results in the temporary or permanent suspension of his license.

(10) GENERAL PROVISIONS - Catholic Life will have full authority and discretion to act or not to act on any application submitted by the AGENT. No claim, action or cause of action against Catholic Life will arise because of any refusal, delay or postponement by Catholic Life, for any reason, in respect to the issuance of a policy, certificate or contract upon any application submitted by the AGENT.

Catholic Life shall prescribe the form and substance of applications for its insurance and/or annuity products. Catholic Life shall also prescribe the form, plan, and character of policies, certificates or contracts for which applications may be solicited and may from time to time change or discontinue any form, plan or character of policy, certificate or contract now or hereafter in use. The AGENT shall comply with all statutes and regulations (state and federal) governing the solicitation, sale, handling and delivery of applications, certificates and/or contracts (life and annuity), including but not limited to all deceptive or unfair trade practices acts. The AGENT shall not knowingly combine with, aid or assist anyone to violate any of the above.

This Contract is the sole and only Contract between Catholic Life and the AGENT, and supersedes all other agreements, either oral or written, between the parties, and any changes or interlineations made herein will be invalid unless signed and dated by the AGENT and an authorized Executive Officer of Catholic Life. Any modification of or amendment to this Contract must be by written supplemental agreement executed by an authorized Executive Officer of Catholic Life and the AGENT, except that commission rates and bonuses applicable to new plans and modification(s) in existing commission rates and bonuses, may be affected by letter or written notice addressed to the AGENT. The AGENT agrees to be bound by the commission rates and bonuses set forth by Catholic Life in such written notice and/or in any revised Exhibit "A".

Any notice permitted or required under this Contract may be made by personal hand delivery or by mailing said notice by certified mail, return receipt requested, addressed to the other party at the address specified herein below. Notice by personal hand delivery shall be effective immediately upon delivery to the other party. Notice by mailing shall be deemed received and effective upon the date of the deposit of the notice, postage pre-paid, by certified mail, return receipt requested, and properly addressed with the U.S. Postal Service.

The parties hereto agree that this Contract shall be governed by and interpreted and construed in accordance with the laws of the State of Texas.

The parties hereto further agree that venue for any action or proceeding brought pursuant to or in connection with this Contract (including any action or proceeding to construe, interpret or enforce the terms and provisions thereof) shall lie in Bexar County, Texas.

To the extent allowed and permitted in this Contract, the terms and provisions hereof shall inure to the benefit of, and bind, as applicable, the parties hereto, and the respective heirs, AGENTS, successors and/or assigns of each.

Failure of Catholic Life to enforce or insist upon any of the provisions of this Contract in any instance(s) will not be construed as a waiver of its right to enforce or insist upon such provision(s) either currently or in the future.

If any provision of this Contract or other applicable part thereto is held invalid or unenforceable, same shall not affect any other section or subsection of the Contract which can be given effect without the invalid provision, and to that end the provisions of this Contract are declared to be severable.

EXECUTED this ____ day of _____, _____, and effective as of the date accepted and approved by Catholic Life as indicated herein below.

AGENT

(Printed Name)

Mailing Address:

ACCEPTED AND APPROVED by Catholic Life this ____ day of _____, _____.

CATHOLIC LIFE INSURANCE
"CATHOLIC LIFE"

Mailing address:

1635 N. E. Loop 410
P. O. Box 659527
San Antonio, Texas 78265-9527

By: _____
JANET M. FRIESENHAHN
INTERIM DIRECTOR OF SALES / AGENCIES