
AGENT CONTRACT

SECTION I - PARTIES

This Agent Contract (referred to as "Contract") is made by and between (select only those that apply)

- American Continental Insurance Company**, its successor and/or assign (referred to as "Company" singularly or collectively)
- Continental Life Insurance Company of Brentwood, Tennessee**, its successor and/or assign (referred to as "Company" singularly or collectively)

and you, _____, (referred to as "Agent") and shall take effect on the date stated below. This Contract supersedes any prior sub-agent's appointment agreement that you may have had with Company. Agent agrees to be assigned to and supervised by _____, General Agent, while acting on behalf of Company for the sale of Company's insurance products.

SECTION II - APPOINTMENT, TERRITORY AND RELATIONSHIP

1. The Company selected above appoints the person named above as its Agent with the authority and obligations set forth in this Contract. Agent hereby accepts such appointment and agrees to the terms and conditions of this Contract.
2. Agent shall solicit only in the territory where the Company officially appoints said Agent. Agent does not have the exclusive right to represent Company in any territory. Company reserves the right to appoint other marketing general agents, general agents and agents to represent Company in any territory.
3. Agent understands and agrees that it is an independent contractor, not an employee of Company. Agent is free to use its independent judgment as to the persons from whom applications are solicited and the time, place and manner of solicitation. However, this does not excuse Agent from its duty to comply with Company rules and with those governmental laws and regulations that apply to Agent or Company. If training courses, sales methods and materials, office facilities or similar aids and services are extended or made available to the Agent, it is agreed that the purpose and effect is not to give Company control of the Agent's time or direction or control over the manner or means by which the Agent shall conduct business, but only to assist the Agent in such business and to comply with governmental laws and regulations.

SECTION III - AUTHORITY AND LIMITATIONS

4. Provided Agent is properly licensed and appointed with Company, Agent is authorized to solicit applications for insurance policies on the lives and health of people satisfactory to Company and to collect initial premium payments, but only through checks, drafts or money orders made payable to the applicable underwriting Company. Agent agrees that all cash, checks or monies received by Agent for or on behalf of Company shall be held by Agent in trust for Company and shall be promptly transmitted to Company in accordance with Company's rules and practices.
5. Agent's authority to represent Company is expressly limited to the terms of this Contract. By entering into this Contract and accepting Company's authorizations, Agent agrees to the following:
 - (a) To be knowledgeable of, and comply with, all applicable licensing requirements, laws and regulations of the jurisdiction(s) in which Agent operates and to notify Company immediately if any such license is terminated, suspended or revoked;
 - (b) To be knowledgeable of and comply with the rules, policies and procedures of Company, including but not limited to: market conduct standards, ethical guidelines, underwriting practices, application procedures, policy delivery procedures, licensing and appointment practices, client services and support responsibilities, and all other areas of conduct of Company as contained in rate manuals, producer guides, authorized software, and other communications directed to Agent from time to time by Company;
 - (c) To be competent and knowledgeable in the insurance products for which Agent is authorized to solicit applications and in the consumer needs they are designed to address; to explain to clients and potential clients the terms and benefits of such insurance products for which Agent solicits an application; and not to make untrue or misleading statements with respect to such insurance products;
 - (d) To accept the responsibility to ensure that sales of insurance products comply with all applicable federal, state and local laws, rules and regulations;
 - (e) To supervise and be responsible for its employees and others acting on Agent's behalf and to indemnify Company for its losses resulting from the acts and omissions of its employees and others acting on the Agent's behalf;
 - (f) That all applications submitted for Company insurance products are subject to acceptance or rejection by Company in its sole discretion, except when an application is correctly completed and received for an applicable open enrollment period or guaranteed issue situation;
 - (g) Not to: (i) extend the time for payment of any premium; (ii) quote premiums or rates other than specified or published by Company and; (iii) waive or modify any terms, conditions, or limitations of a policy issued by Company;
 - (h) Not to adjust or settle any claim or commit Company with respect to any claim;
 - (i) Not to offer, pay, or allow to be offered or paid, as an inducement to any proposed insured or applicant, a rebate of premiums, policy fees or any other inducement not specified in the insurance product, except as may be expressly allowed by law and in compliance with state rules and regulations;
 - (j) Not to directly or indirectly induce or attempt through any means to induce any policyholder of Company to cancel, lapse, fail to renew, or replace any policy issued by Company for the purpose of purchasing a replacement policy from an entity other than Company;
 - (k) Not to directly or indirectly induce or attempt to induce any agents or employees of Company to terminate their relationship with Company;
 - (l) To notify Company immediately if Agent becomes aware of any consumer complaint, inquiry, investigation, litigation or other matter arising out of the sale of insurance products under this Contract, and to assist Company in responding to or resolving such matter;
 - (m) Not to publish, use or distribute any advertising, marketing or sales materials of any type referencing Company's or Genworth Financial's name, insurance products, logos or services or which are designed to solicit and/or sell Company's or Genworth Financial's insurance products without first obtaining our prior written approval to do so. This includes, but is not limited to, websites, illustrations and materials used at the point of sale or to generate leads.

SECTION IV - COMPENSATION

"Compensation" - means first year, renewal and override commissions and other forms of remuneration earned by Agent in connection with the sale of Company's insurance products.

6. Agent agrees that Company has no obligation to pay Compensation for services performed and expenses incurred by Agent in the solicitation of insurance products issued by Company under this Contract. Agent understands and agrees that Compensation for services hereunder will be paid in accordance with Agent's separate agreement with Agent's General Agent who has agreed to compensate Agent. Agent's execution of this Contract reflects Agent's understanding and acceptance of the Compensation provisions of this Paragraph and Agent releases Company from any and all obligation for Compensation under this Contract.

SECTION V - TERMINATION

7. Except where a longer notice period is required by law, either party for any reason and without cause may terminate this Contract by giving the other party at least fifteen (15) days prior written notice, such notice to be delivered either personally, by first-class U.S. Mail or by a nationally recognized overnight courier to the party's last known address.
8. This Contract may be terminated immediately for cause without prior notice. For purposes of this Contract, "cause" shall include, but not be limited to, the following acts by Agent:
- (a) A violation of any of the material terms or provisions contained in this Contract including, but not limited to, Paragraph 5 hereof;
 - (b) Fraudulent, dishonest or illegal act adversely affecting the Company;
 - (c) Withholding or misappropriating funds belonging to the Company, its policyholders or applicants for any reason;
 - (d) Voluntarily surrendering or agreeing to the temporary suspension of Agent's license after being cited for misconduct by any governmental authority exercising jurisdiction over Agent;
 - (e) Willful violation of the laws, rules or regulations of any jurisdiction or any governmental authority exercising jurisdiction over Agent; or
 - (f) Willful violation of any provisions of the HIPAA Producer Conduct Rule.
9. This Contract terminates automatically in the event:
- (a) Of Agent's death, if Agent is a natural person; or
 - (b) Any license or registration Agent is required to maintain under the terms of this Contract is canceled, revoked or not renewed; or
 - (c) If Agent is a corporation, limited liability company or partnership, Agent is dissolved, or ceases to exist.

SECTION VI - RECORDS AND SUPPLIES

10. Agent shall keep correct accounts and records of all business transacted and money collected for Company, which accounts and records shall be open at all times to inspection and examination by Company's authorized representatives. All accounts, records, rate books, application forms, advertising materials, Company literature or any other supplies furnished Agent by Company are the property of Company and shall be returned to Company immediately upon termination of this Contract at Agent's expense.

SECTION VII - RESERVED RIGHTS OF COMPANY

11. Company may exercise at any time, in its sole discretion, the following rights:
- (a) To change, amend or adopt rules and practices from time to time establishing
 - [i] First year commissions and renewal commissions for all policies, whether or not listed in the Schedule of Commissions, including but not limited to, changing, withdrawing, amending or altering such Schedule of Commissions;
 - [ii] Commissions on any new policy, which in the judgment of Company is a changed policy, taking the place of a terminated policy issued by Company;
 - [iii] Commissions on conversions;
 - [iv] Commissions on reinstated policies.
 - (b) To withdraw the future issuance of any policy;
 - (c) To withdraw from any territory;
 - (d) To modify or change its premium rates;
 - (e) To adopt rules and practices from time to time relating to any matter not otherwise provided in this Contract.

SECTION VIII - WAIVER

12. No act of forbearance on the part of the Company to enforce any of the provisions of this Contract shall be construed as a modification of this Contract, nor shall the failure of either party to exercise any right or privilege herein granted be considered as a waiver of such right or privilege.

SECTION IX - ASSIGNMENT

13. The Agent shall not assign this Contract or any compensation payable hereunder without the prior written consent of the President of the Company.

SECTION X - MODIFICATION OR AMENDMENT

14. Any modification or amendment of this Contract must be in writing and properly executed by Agent and the President of Company.

SECTION XI - LAW, JURISDICTION AND VENUE

15. This Contract shall be governed and construed pursuant to the laws of the State of Tennessee. Any action, suit or proceeding between the parties to this Contract, whether or not such action arises from this Contract, shall be filed in the state courts or federal courts respectively located in Williamson County and Davidson County, Tennessee. The Tennessee courts (state and federal), only, will have jurisdiction over any controversies regarding this Contract, and the parties hereto consent to the jurisdiction of said courts and said courts shall be the proper forums, solely and exclusively, for adjudication of any matters regarding or relating to this Contract or any matter between the parties. The parties agree to waive their rights to a trial by jury in any action, suit or proceeding that may arise under this Contract or that may arise for any reason between the parties.

SECTION XII - SOLE AGREEMENT

16. This Contract, including all exhibits, Producer Conduct Rule and Schedule of Commissions as may be attached and incorporated herein by reference, constitute the entire agreement between the parties with respect to the subject matter hereof, both oral and written. This Contract may only be amended in writing signed by both parties, including the President of this Company, except as amended by the Company itself, pursuant to Paragraph 11 of this Contract. There are no oral or written collateral representations, agreements or understandings between or by the parties except as provided in this Contract. The parties understand and agree that after the Contract has been executed, the Company shall destroy the original and the parties shall thereafter rely upon true and correct copies thereof which shall serve the same purposes as the original.

SECTION XIII - SAVINGS CLAUSE

17. If any provision of this Contract shall be contrary to the laws of the particular state, country or jurisdiction where used, such contrary provision shall not entirely invalidate this Contract, and this Contract shall be construed as not containing the particular provision held to be invalid in such state, country or jurisdiction and the rights and obligations of the 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 Contract.

SECTION XIV - SURVIVAL PROVISIONS

18. All provisions of this Contract which show by their intent, or which may be reasonably implied by their context, to survive the termination of this Contract, shall be so construed, and the parties shall liberally construe the survival of all provisions contained within this Contract.

SECTION XV - PRIVACY AND NONDISCLOSURE OF FINANCIAL AND HEALTH INFORMATION

19. The parties hereby acknowledge that their relationship under this Contract may invoke some of the obligations and duties under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Therefore, the party receiving the Confidential Information shall be solely responsible for maintaining the security of such Confidential Information and for complying with that party's respective obligations and duties under HIPAA. The "Producer Conduct Rule" establishes Agent's obligations under HIPAA and Agent acknowledges receipt of the Producer Conduct Rule, which is fully incorporated herein by reference.

SECTION XVI - INDEMNIFICATION

20. Agent agrees to indemnify and hold Company harmless from any and all expenses, reasonable attorney fees, costs, causes of action and damages resulting from and in consequence of the negligence, recklessness or intentional misconduct of Agent or others acting for or on behalf of Agent, including other Agents and employees of Agent, including, but not limited to, failure to comply with the provisions of this Contract. Agent shall defend any such claim, action, suit, or proceeding which may be brought against Company and all expenses, costs and attorney fees incurred in connection therewith shall be paid by Agent. Company agrees to indemnify and hold Agent harmless from any and all expenses, reasonable attorney fees, costs, causes of action and damages resulting from and in consequence of the negligence, recklessness or intentional misconduct of Company or its employees. The provisions of this section shall survive the termination of this Contract.

HOME OFFICE USE ONLY

EFFECTIVE DATE

This Contract shall take effect as of _____.

IN WITNESS WHEREOF, Agent and Company have entered into this agreement through their duly authorized representatives on the dates set forth below.

CONTINENTAL LIFE INSURANCE COMPANY
COMPANY OF BRENTWOOD, TENNESSEE

AGENT

By: _____

By: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

AMERICAN CONTINENTAL INSURANCE COMPANY

By: _____

Title: _____

Date Signed: _____

COMPLETE IF AGENT IS INCORPORATED OR LIMITED LIABILITY COMPANY

FOR AND IN CONSIDERATION OF Company's execution of this Contract and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned agrees to be personally bound by all of the terms and obligations of Contract and does hereby personally guarantee the performance of all provisions and obligations of the Agent in this Contract.

Date Signed

Personal Signature