



P.O. Box 3160  
Omaha, Nebraska 68103-0160

### ADVANCE COMMISSION AGREEMENT

This Agreement is between World Insurance Company of Omaha, Nebraska, hereinafter referred to as "Company," and the Agent listed below, hereinafter referred to as "Agent."

Simultaneous with the execution of this Agreement, any prior Agent's Advance Commission Agreement or Amendments to Agent's Agreement for Advance Commissions is hereby discontinued.

It is understood and agreed:

1. Weekly, the Company will pay first year commission advances on Major Medical policies that are issued and paid on the monthly bank draft or credit card mode. The advance commission will equal 66.6% (or 8 months) of the annualized commission up to a maximum advance on any one (1) policy of \$1,500.
2. Advance commission will not be paid on policies covering the Agent, Agent's family or relatives, employees, or other contracted agents.
3. In the event of any refund, rescission, lapsed, stop-pay or cancelled policy, any unearned portion of the advance will be deducted from the next advance(s) and any earned first-year and renewal commission. Any indebtedness remaining at month-end because of the refund, rescission, lapsed, stop-pay or cancelled policy will require the Agent to immediately remit payment, in full, to clear such indebtedness.
4. In order to remain eligible for commission advances, continued production satisfactory to the Company, along with a 60% persistency must be maintained for all policies, both first-year and renewal years.
5. Agent will be indebted to the Company by receiving advance commission under this addendum. Any indebtedness will be legal debt that will be due on demand. The Company will retain a first lien on all sums due for the satisfaction of the debt and is not limited to this means of collection. The advance debit balance shall accrue interest at a rate of 1% per month (12.7 APR).
6. Nothing contained herein shall be construed to create the relationship of employer/employee between Company and Agent, who shall be free to determine the persons solicited and time and place of solicitation, but Company may from time to time prescribe rules and instructions respecting the conduct of its business, not interfering with such freedom of action of Agent, which rules and instructions shall be complied with by Agent. Agent will not be treated as an employee for Federal or State tax purposes and shall be responsible for the filing and payment of all applicable taxes including income and self employment taxes to the Internal Revenue Service and to any State.
7. The Company reserves the right at any time to amend or terminate this Agreement.
8. If this agreement and/or Agent's Contract is terminated for any reason, the Company may retain all first year and renewal commissions to offset advance amounts outstanding. The security created hereunder and Agent's obligation to repay any indebtedness shall survive termination of this agreement and/or the Agent's Contract.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_  
*City, State*

\_\_\_\_\_  
Signature of Agent

\_\_\_\_\_  
Name of Agent (please print or type)

\_\_\_\_\_  
Agent Code

\_\_\_\_\_  
Countersigned by World Insurance Company

I recommend this Agent and request that World approve this Agent's advance commissions. I agree to accept responsibility as a Guarantor and to be held liable for all debts created hereunder by the above Agent. All terms of this Agreement shall apply to me.

Agency Western Marketing Assoc. Corp.

By Mark E Finken

It's President

*Mark E. Finken*

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Guarantor/General Agent