

AMERICAN HERITAGE LIFE INSURANCE COMPANY

Jacksonville, Florida

GROUP COMMISSION AGREEMENT

Effective Date: _____, 20____

Between

American Heritage Life Insurance Company ("AHL")

And

Name of Agent/Agency *Agent No.*

("Agent")

Note: Agent name and number must be consistent with AHL agent records, and will be used for income tax reporting and production credit purposes.

AHL agrees to pay Agent, subject to the terms and provisions of this Agreement, Commissions for the insurance provided by the insurance policy (the "Policy") described below.

<u>Policyholder (Group Name)</u>	<u>Group Number</u>	<u>Policy Effective Date</u>
_____	_____	_____

Agent's Commission will be calculated as a percentage of Credited Premium. For each coverage type, the Premium Percentage and Commission Percentage used to calculate all of Agent's Commissions are:

<u>Coverage Type</u>	<u>Premium Percentage</u>	<u>Commission Percentage</u>	
		<u>First Policy Year</u>	<u>Subsequent Policy Years</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Unless otherwise provided in the Policy or this Agreement:

Commission means the entire compensation payable under this Agreement to Agent for each Policy Month, calculated as a percentage of Credited Premium (by multiplying the Commission Percentage by Credited Premium).

Commission Percentage means the percentage listed in this Agreement, and is applied to Credited Premium in order to calculate Agent's Commission.

Credited Premium means the amount of Premium credited to Agent for determining Agent's Commissions, calculated as a percentage of Premium (by multiplying the Premium Percentage by Premium).

Premium Percentage means the percentage listed in this Agreement, and is applied to Premium in order to calculate Credited Premium.

Premium means the money paid in cash to, and accepted by, AHL for the Policy during a Policy Month, excluding any retrospective premium payments or similar payments made by the Policyholder in addition to the regular monthly premiums.

Month means the time from the start of a numbered calendar day of a calendar month to, but not including, the earlier of the same numbered day or the last day of the next calendar month.

Policy Month means a period of one month which begins and ends on a regular monthly Premium due date under the Policy. If Premiums are not paid monthly, such period begins and ends on the recurrence each month of the date Premiums are due.

Policy Year means a 12 month period, beginning with the First Policy Year and each 12 month period thereafter.

First Policy Year means the 12 month period immediately following the Policy Effective Date.

Subsequent Policy Year means each 12 month period following the First Policy Year.

Agent will repay, immediately upon demand by AHL, any overpayment of Commissions due to a refund of Premiums, clerical error, Premium checks not honored, or other reason. In its sole discretion, AHL may deduct such overpayment from future Commissions or may require repayment from Agent in cash.

This Agreement will not apply to premiums for additional coverages occurring after the Effective Date of this Agreement, if another agent is designated by the Policyholder or determined by AHL to be entitled to commissions payable on such premiums.

AHL, in its sole discretion, may terminate this Agreement and discontinue further payment of all Commissions if: (a) Agent is not recognized by the Policyholder as Agent of Record with respect to the Policy; or (b) Agent fails to render to the satisfaction of AHL any reasonable service required by AHL in connection with the Policy, in accordance with its usual and customary practices. This Agreement will automatically terminate: (a) on the date of termination of any Policy stated above; or (b) on the date AHL terminates, in its sole discretion, Agent's appointment with AHL in the state having jurisdiction over the Policy; or (c) in the event of Agent's death. Except when automatic, termination will be by written notice personally delivered or mailed to the last known address of Agent.

AHL will have a first lien against all Commissions to secure any existing or future indebtedness of Agent to AHL. Commissions are hereby assigned to AHL and it is authorized to apply Commissions, accrued or to accrue, to the payment of any debt of any nature, however arising, now due or to become due.

No assignment, transfer or disposal of any interest under this Agreement will be made at any time without the written approval of AHL. AHL will not be responsible for any agreements made, any forfeitures waived, or obligations or liabilities incurred by Agent. This Agreement will not create an employer-employee relationship.

Agent certifies that he/she is legally licensed to sell the insurance provided by the Policy or, if a partnership or corporation, that its duly qualified representative is licensed to sell such insurance.

This Agreement will be governed exclusively by the laws of the State of Florida, without giving effect to any rules for conflicts of laws. Any dispute related to this Agreement shall be exclusively resolved by a Court of competent jurisdiction in Duval County, Florida.

This Agreement abrogates, supersedes and replaces any and all previous commission agreements between AHL and Agent with respect to the Policy.

AMERICAN HERITAGE LIFE INSURANCE COMPANY

Signature Title Date

AGENT

Signature Street Address

Title (If signing for business entity) City, State & Zip

Date Phone

Are you the Agent of Record (**AOR**)? Y N

AOR Sales Channel:
(check one)

Allstate (EA/EFS)

Independent Agent