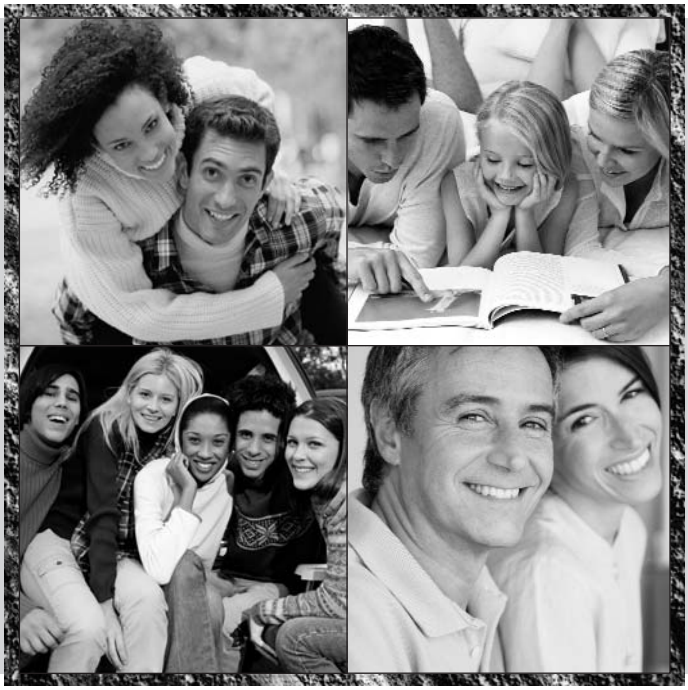
AGENT APPOINTMENT



CELTIC

Earning Your Trust, Every Day

GENERAL AGENT PRODUCER INFORMATION

Please provide the following information to be appointed to write Health/Life Insurance for Celtic Insurance Company. Please complete all pages of this form by printing or typing the requested information. Once you have completed and signed the form, attach a copy of your current, active resident state Health/Life Insurance license as well as a copy of your current, active Health/Life license for any state where you wish to be appointed as a non-resident agent. In certain states, Celtic also requires the submission of a check for your resident appointment fee. Please check the enclosed Appointment Fee Schedule sheet to determine if you need to submit a check with this agreement form. Additionally, payment for all non-resident appointments is the responsibility of the agent.

Any agent you pay commissions to must be licensed and appointed in every state in which you are licensed and appointed. All state regulations regarding appointment of agencies must be followed, including the requirement that the principal be appointed.

All information should be forwarded to: Celtic, Attn: Agency Services; P.O. Box 33047; Indianapolis, IN 46203-0047

GENERAL AGENY (GA) NAME: _____

I. AGENT INFORMATION

Social Security Number (Required): _____

Date of Birth: _____

Your Social Security Number will be assigned as your Celtic Producer Number. If you wish Celtic to use your National Producer Number as an alternative, please provide it here: 0 _____

Full Legal Name: _____

LAST FIRST MIDDLE

Business Address Line1: _____

Line2: _____

City, State, Zip: _____

Phone: _____

Home Address Line1: _____

Line2: _____

City, State, Zip: _____

Phone: _____

Commissions Statement Address *(Business Address is defalt)*: ◯ Business ◯ Home

Fax Number: _____

State of Domicile: _____

Email Address: _____

Commissions payable to General Agency.

II. STATE APPOINTMENT INFORMATION

State(s) where you wish to be appointed: _____

Type of appointment: ◯ Resident ◯ Non-Resident

Are you currently licensed as a Life & Health agent in your resident state and in all the states in which you wish to be appointed? . . . . . ◯ Yes ◯ No

Resident state License Identification Number: _____

Have you ever applied for or received an appointment with Celtic before? . . . . . ◯ Yes ◯ No

Have you submitted a New Business case along with this appointment application? . . . . . ◯ Yes ◯ No

If YES, please provide the applicant's name: _____

III. QUESTIONS

The following questions are to be answered by the individual applying for an appointment.

1. If you have been known by a name other than the name you have indicated on this application, please enter it below with a brief explanation of its existence.

   _____

   _____

2. If you presently hold or have ever held an insurance license in any state other than your current resident state, please list the names of the states and indicate the years licensed (if more space is needed, attach a separate sheet).

   State: _____ Years: _____

   State: _____ Years: _____

3. Do you understand that you are not to use the appointment applied for principally to produce insurance coverage for personal use, for relatives, or for a firm or corporation in which you own an interest? . . . . . ◯ Yes ◯ No

4. Has any insurance license held by you been refused, suspended, revoked or been the subject of any administrative action by this or any other state? . . . . . ◯ Yes ◯ No

   If yes, please indicate the state: _____

5. Do you currently have an outstanding debit balance with any insurance company? . . . . . ◯ Yes ◯ No

   If yes, please indicate the name of company & amount of balance: _____

6. Do you currently have Errors and Omissions coverage in effect? . . . . . ◯ Yes ◯ No

   If yes, with what company and in what amount? _____

7. Have you ever filed for bankruptcy? . . . . . ◯ Yes ◯ No

   If yes, when: _____

A YES response to questions 8,9,10 or 11 must be explained by the applicant in a written signed statement. The statement must be in detail and include all incidents (include names, dates, whether a felony, misdemeanor, or open-end charge, the name/locality of the court involved, if any, and the disposition of the matter).

8. Has anyone ever obtained a judgment against you in any civil action in any jurisdiction, the subject of which involved fraud, misappropriation, conversion, misrepresentation or insurance? . . . . . ◯ Yes ◯ No

9. Has any regulatory agency ever taken disciplinary action against you, or is any such action pending, the subject of which involves fraud, misappropriation, conversion, misrepresentation or insurance? . . . . . ◯ Yes ◯ No

10. Are any charges now pending against you? . . . . . ◯ Yes ◯ No

11. Excluding traffic violations or "youthful offender" adjudications, have you ever been convicted of a crime? . . . . . ◯ Yes ◯ No

12. Do you understand that willful misrepresentation of any fact required to be disclosed through this application is a violation of the insurance code and may result in the denial of your application and/or the revocation of your insurance license(s)? . . . . . ◯ Yes ◯ No

13. Do you understand that you represent the interest of the Applicant for participation, not Celtic Insurance Company, and have advised your client not to terminate any existing coverage until receiving notice of coverage and that you have no right to bind coverage, to alter terms of the Insurance Contract or Application in any manner, or to adjust any claim for benefits under the Insurance Contract. . . . . ◯ Yes ◯ No

Agent Signature: _____ Date: ____ / ____ / ____

GENERAL AGENT PRODUCER INFORMATION

This Agreement is executed this _____ day of _____ , 20 _____ , between Celtic Insurance Company ("CELTIC"), of Chicago, Illinois and _____ of _____ , (the "AGENT").

In this Agreement, the Agent will also be referred to as "you," "your," "yourself," and Celtic will also be referred to as "we," "ours," and "us." Celtic and the Agent mutually agree upon the following term and conditions:

1. **Appointment and Relationship.** Celtic appoints you to solicit applications for insurance either personally or through Sub-Agents(s) under you in those states where you are appointed and where you and Celtic are both licensed and where your Sub-Agents are appointed with Celtic (see Paragraph 2 below); however, it should be understood that this Agreement does not create the relationship of employer and employee between Celtic and you, but that of an independent contractor.
2. **Sub-Agents.** You may procure Sub-Agents (any licensed Agent appointed by; contracted by or under you, and working under you and subject to your general direction and supervision, whether referred to as a "broker," "Sub-Agent," or other like term). All Sub-Agents must be licensed in the state in which they are authorized to write business, have contracted with you, and have been appointed by Celtic (in the states necessary) prior to soliciting applications for insurance with Celtic. Celtic reserves the right to refuse to appoint a Sub-Agent, or once approved, to terminate a Sub-Agent with or without cause.
3. **Limits of Authority.** Neither you nor your Sub-Agents are authorized or have the authority to:
   (a) make, alter, or discharge any contract for or on behalf of Celtic;
   (b) endorse any check or draft payable to Celtic;
   (c) accept any premium after the initial premium payment;
   (d) waive or modify any provision, condition, or obligation of any Policy or Certificate application or sales material;
   (e) extend the time for payment of any premium or accept any past due premium;
   (f) approve evidence of insurability;
   (g) bind coverage or otherwise commit Celtic to any risk;
   (h) deliver any Policy or Certificate where you have reason to believe that the health of the insured at the time of delivery is other than stated in the application for insurance;
   (i) deliver any Policy or Certificate unless and until the first premium has been fully paid;
   (j) represent or hold yourself out as a spokesman for Celtic in any administrative or judicial proceeding or inquiry by the insurance department or any regulatory, judicial, or governmental agency of any state, commonwealth, or territory.
4. **Duties.** You shall make every reasonable effort to ensure that all Applications and Enrollment Forms are complete and accurate. You shall immediately send to Celtic, at the address shown on the Application, all completed Applications, Enrollment Forms, and the initial premium payment. You will immediately notify Celtic if you or your Sub-Agent(s) become aware of any errors or omissions on an Application or enrollment form or of any change in the health of any person to be insured under the Policies.

   The payment of premiums under the Policies or Certificate shall be made payable directly to Celtic by insured persons. You or your Sub-Agent(s) are not to collect premiums or handle funds arising out of the sale of coverage under the Policies, except the initial premium payment. If you or your Sub-Agent(s) receive any such premium payments, you shall immediately forward them to Celtic, at the address shown on the Policy or Certificate.

   Any funds for any Policy or Certificate related to this agreement received by you or your Sub-Agent(s) are received in a fiduciary capacity and shall not be commingled with other moneys or used by you or your Sub-Agent(s) for any personal use or other purpose. Any such funds shall be paid over to Celtic as mentioned above. Any receipt of funds by you will not extend any grace period or satisfy the premium due dates set out in the Policies.

   You hereby agree that all business that may be procured by yourself or your Sub-Agent(s) shall be the sole property of Celtic and that your sole right in exchange for producing the business shall be paid commissions as provided in this Agreement. You hereby agree to conduct business under this Agreement in a manner that promotes the keeping in force of all insurance affected under this Agreement and further agree to promote the best interest of Celtic as contemplated by this Agreement. You shall not conduct yourself so as to adversely affect the business, good standing, or reputation of yourself or Celtic.

   You hereby agree to keep correct records and books of account of all transactions under this and all previous contracts with Celtic. You shall hold any records and other property of Celtic, relating to transactions by or for Celtic, which at any time shall come into your possession or control and shall surrender them to Celtic on demand. You shall, as often as requested, exhibit to a designated representative of Celtic, all such books and records for such examination as the designated representative may desire to make, and shall in all ways cooperate and assist in such examination.

   You hearby agree to immediately notify Celtic of any disciplinary action against you by any regulatory agency, the subject of which involves fraud, misappropriation, conversion, misrepresentation or insurance. Such notice must include details of all incidents and the disposition, regardless of whether any penalty was imposed.
5. **Indebtedness.** Any indebtedness by you or your Sub-Agent(s) to us will be a first lien on any commissions due or to become due under this or any previous Agreement. Such commissions will continue to be forfeited to Celtic until yours or any Sub-Agents' debt is liquidated. Upon written notice, you must pay to Celtic any indebtedness owed even though there may be future commissions payable under this Agreement. If the debt has been satisfied, all renewal commissions due you thereafter will be paid if you are currently producing new business for us and total commissions payable to you exceeds the dollar amount set forth in Paragraph 12.

   Neither you nor your Sub-Agent(s) may incur any indebtedness in Celtic's name or for which Celtic would have any liability.
6. **Commission Schedule.** We will pay you, as full compensation for your services and expenses, the commissions shown on the attached Commission Schedule. The distribution of these commissions will be made as outlined in the Commission Schedule. Payment of all or part of these commissions by us to an Agent or Agents, under the terms of this Agreement, will discharge Celtic to the extent of the payment. We reserve the right to change the Commission Schedule with thirty (30) days advance notice to you.
7. **Assignment.** You may not assign, transfer, or dispose of any interest that you may have in this Agreement or in any business you may have written under this Agreement at any time without Celtic's written consent.

8. **Advertising and Printed Material.** We will furnish you all supplies, blanks, circulars, and all other printed matter that is necessary and required for doing business under this Agreement. You will not use Celtic's trademark, servicemark, name or symbols, either presently or hereafter, without the express written permission of a duly authorized representative of Celtic, and will cease any and all such use immediately upon the termination of this Agreement or withdrawal by Celtic of such permission. You agree not to use, share, host, post, publish or distribute any printed matter, including but not limited to circulars and advertisements, or any electronic media, including but not limited to Internet web pages or links thereto, referring to Celtic without our prior written approval. All printed material and supplies we furnish are our property and must be promptly returned to us upon request. All electronic media must be promptly removed or shut down upon request.

9. **Refunds.** We reserve the right at all times to reject an application for insurance with or without cause, and to cancel, refuse to renew, or modify any Policy, Plan or Certificate, pursuant to all applicable laws, where such right to do so exists in the Policy, Plan or Certificate. If any premiums are refunded by us for any reason, your commission account will be debited in the amount of commission paid. We reserve the right to collect debit balances at any time.

10. **Disputes.** It is Celtic's policy to resolve all disputes between Agents and insureds in a prompt and equitable method. Celtic reserves the right to arbitrate and compromise any disputes (i.e. alleged misrepresentation) which may arise between you and your Sub-Agent(s) and/or insureds. In all such cases, the decision shall be binding and conclusive. We reserve the right to refund premium and recover any commissions paid to you or your Sub-Agent(s) as set forth in Paragraph 11.

11. **Vesting.** Renewal commissions are vested so long as total commissions payable by us to you on all cases amount to at least $25.00 and you remain the agent of record. Subject to state law, subject to the minimum payment provided herein and subject to the Termination provision, we will pay commissions to you or, after your death, to your estate or legal heir.

12. **Termination.**
    (a) This Agreement will continue until terminated by either party. You or we may terminate this Agreement at any time by giving thirty (30) days written notice to the other party of the termination, deposited in the United States mail addressed to you at your last known address or to us at the address shown on the Application.This Agreement will automatically terminate upon your death.
    (b) Celtic reserves the right to terminate this Agreement for cause. Such termination will be delivered to you in writing, and is effective immediately upon dispatch.
    (c) Your right to the payment of any commissions, including those commissions that would be otherwise vested, under this or any other Agreement or contract you have with Celtic will terminate if:
        (1) Your license to sell insurance is revoked, suspended, or canceled by the issuing state;
        (2) You violate any provision of Paragraph 3 or 4 of this Agreement; or
        (3) You commit any dishonest or fraudulent act, including but not limited to:
            I. the wrongful conversion or withholding of funds belonging to Celtic, to any applicant for insurance with Celtic, or to any Celtic Policyholder, Planholder, or Certificate-holder; or
            II. the submission of an application for insurance containing a material misrepresentation, which is known to you; or
            III. your conviction for violation of the Insurance Code or Regulations.
    (d) On termination of this agreement, all books, supplies, maps, surveys, and documents containing the records of the business of Celtic shall be the property of Celtic and shall be promptly delivered, destroyed or recycled at the direction of Celtic.

13. **Indemnification.** You shall indemnify and hold Celtic harmless from all losses, expenses, costs, damages and liability resulting from your or any Sub-Agents' misrepresentations, inactions, and unauthorized acts or transactions. You shall indemnify and hold Celtic harmless from all losses, expenses, costs, damages and liability resulting from any disputes between you and your Sub-Agents. Indemnification shall not be the exclusive remedy as Celtic shall be entitled to any other remedy, whether at law or in equity, for such disputes, misrepresentations, in-action's, and unauthorized acts or transactions.

14. **Sole Agreement.** This Agreement terminates and supersedes any and all prior Agreements between Celtic and you relating to the solicitation of insurance. Any commissions due or to become due under any previous Agreement will not be affected and any indebtedness and any liens will continue in full force.

15. **Amendment.** No amendment or modification of this Agreement shall be valid unless made in writing by Celtic.

16. **Severability.** The provisions of this Agreement are severable and in the event any provision or clause herein shall be invalid or unenforceable under the laws of the State of Illinois or in any state wherein action is commenced on this Agreement, the subject provision or clause shall be disregarded and have no force or effect upon the validity and enforceability of the remaining clauses and provisions herein Celtic's failure to insist upon strict compliance with any of the provisions of this Agreement or with Celtic's rules shall not be construed as a waiver of any such provisions or rules, and they shall continue in full force and effect.

17. **Governing Law.** This Agreement is made and entered into in the State of Illinois and its validity and construction shall be governed by the laws of the State of Illinois.

18. **Notice.** Any notice required by this agreement shall be proper and effective, if given in writing as follows:
    (a) If by Celtic to the agent, by delivery to the agent personally, by facsimile transmission, by electronic mail, or by the United States mail addressed to the agent at the agent's mailing address;
    (b) If by the agent to Celtic, by delivery to the home office of Celtic, or by United States mail addressed to Celtic at its home office mailing address.

Agent Signature: _____ Date: _____

Agreement accepted by: _____ Date: _____

on behalf of CELTIC INSURANCE COMPANY.

CELTIC INSURANCE COMPANY PRODUCER AUTHORIZATION

I. I understand that an investigative report may be generated on me that may include information as to my character, general reputation, personal characteristics, or mode of living; work habits, performance or experience, along with reasons for termination of past employment/professional license or credentials; financial/credit history; or criminal/civil/driving record history. I understand that General Information Services, Inc. (GIS), on behalf of Celtic Insurance Company may be requesting information from public and private sources about any of the information noted earlier in this paragraph in connection with Celtic's consideration of me for contract now, or at any time during my tenure with Celtic Insurance Company, and give my full consent for this information to be obtained.

II. IF APPLICABLE, medical and worker's compensation information will only be requested in compliance with the Federal Americans with Disabilities Act (ADA) and/or any other applicable state laws.

III. According to the **Fair Credit Reporting Act** (FCRA, Public Law 91-508, Title VI), I am entitled to know if the considerations for which I am applying are denied because of information obtained from a consumer reporting agency. If so, I will be notified and be given the name of the agency providing that report.

IV. I acknowledge that a telephonic facsimile (FAX) or photographic copy of this release shall be as valid as the original. This release is valid for most federal, state and county agencies.

V. I understand that if I am a resident of **Minnesota/Oklahoma (only)** I may obtain a copy of the report ordered, and now indicate my desire to do so by checking this box ☐.

VI. I hereby authorize, without reservation, any financial institution, law enforcement agency, information service bureau, school, employer or insurance company contacted by GIS to furnish the information described in Section I.

VII. Upon proper identification, you have the right to make a request to GIS, within a reasonable period of time, as to the nature and substance of all information in its files on you at the time of your request, including the sources of information and the recipients of any reports on you that GIS has previously furnished. Communications with GIS should be directed to PO Box 353, Chapin SC 29036 or (866) 265-4917.

CANDIDATE COMPLETE THE FOLLOWING

Signature: _____ Date: _____

Please print full name: _____

The following information is required by law enforcement agencies and other entities for positive identification purposes when checking public records. It is confidential and will not be used for any other purposes.

Date of Birth (mm/dd/yyyy): _____ Social Security Number: _____

Home Address: _____

STREET CITY STATE ZIP

Driver's License Number and State: _____

Name as it appears on License: _____

Have you ever been convicted of a crime? ◯ No ◯ Yes

If yes, please provide city and state of conviction and details of conviction: _____

FAIR CREDIT REPORTING ACT NOTICE: In accordance with the Fair Credit Reporting Act (FCRA, Public Law 91-508, Title VI), this information may only be used to verify a statement(s) made by an individual in connection with legitimate business needs. The depth of information available varies from state to state. Status of updates are available on request. Although every effort has been made to assure accuracy, General Information Services, Inc. cannot act as guarantor of information accuracy or completeness. Final verification of an individual's identity and proper use of report contents are the user's responsibility. General Information Services, Inc.'s policy requires purchasers of these reports to have signed a Service Agreement. This assures General Information Services, Inc. that users are familiar with and will abide by their obligations, as stated in the **FCRA,** to the individuals named in these reports. If information contained in this report is responsible for the suspension or termination of an employee or the application process, have the Candidate/employee contact General Information Services, Inc.

NOTICE TO CALIFORNIA CANDIDATES: You have a right to obtain a copy of any consumer report or investigative consumer report obtained by Celtic Insurance Company by checking the box provided below. The report will be provided to you within three (3) business days after we receive the requested reports related to the matter investigated.

◯ I request to receive a free copy of this report by checking this box.

Forward to Agency Services
Fax Number: 1-800-313-4750