This agreement (the "Agreement") is entered into by and between ______________________ (the "Consultant"), an individual, AMERICAN INCOME LIFE INSURANCE COMPANY (the "Company"), an Indiana corporation, and ______________________________________, the Company’s independently-contracted State General Agent (the "SGA"). Collectively, the Consultant, the Company, and the SGA are hereinafter referred to as the “Parties.” The effective date of this Agreement shall be the date last executed by one of the Parties ("Effective Date").

WHEREAS, the Consultant is an individual offering personal agent recruiting consultant services to the Company and the SGA; and

WHEREAS, the Company and the SGA wish to engage the Consultant for his or her personal agent recruiting consulting services as a Non-Agent Recruiting Consultant;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. **Non-Agent Recruiting Consultant Services.** Consultant agrees to act as an independently-contracted Non-Agent Recruiting Consultant for the Company and the SGA in exchange for the compensation set forth herein. Consultant will use his or her best efforts to personally recruit individuals ("Recruited Individuals") to contract with the Company as independent contractors. Acts or methods used by the Consultant to personally recruit individuals ("Personal Recruiting") will not include posting advertisements, holding job fairs, or using other standard recruiting resources already utilized by the Company and/or the SGA. Consultant will refer Recruited Individuals to the SGA for contact. The decision to contract with Recruited Individuals lies solely with the SGA and the Company. The Consultant bears the responsibility of documenting the relevant details of each Recruited Individual whom the Consultant has referred to the SGA, as well as the date of the referral.

2. **Compensation.** Consultant understands and agrees that he or she will be compensated for his or her recruiting efforts as set forth herein if and only if: (1) the SGA can confirm that each Recruited Individual who contracts with the Company was personally recruited by the Consultant; (2) the Consultant can provide to the Company the Consultant’s source or method for recruiting each Recruited Individual who contracts with the Company; and (3) the Recruited Individual becomes a State-licensed insurance agent and contracts with the Company within ninety (90) days of the Consultant’s having referred the Recruited Person to the SGA. A Recruited Individual who meets all three of these qualifications is hereinafter referred to as a “Qualified Agent”.

Subject to the Term and Termination provisions of this Agreement, the Company agrees to pay the Consultant compensation of $250 (Two Hundred Fifty Dollars) for each Qualified Agent referred by the Consultant (such compensation is hereinafter referred to as the "Initial Compensation").

In addition, the Company will pay the Consultant compensation of $100 (One Hundred Dollars) for each $2,000 (Two Thousand Dollars) of net life premiums that a Qualified Agent submits to the Company during the Qualified Agent’s first six (6) months of contract with the Company (such compensation is hereinafter referred to as “Additional Compensation”). On or about the first day of each calendar month, the Company will evaluate whether the Consultant is eligible for Additional Compensation by using internal month-end reporting of the Qualified Agent’s production levels for the previous month. After a Qualified Agent has been contracted with the Company for six months, the Consultant will no longer be eligible to receive Additional Compensation with respect to that Qualified Agent’s production.

No additional compensation will be paid for the Consultant’s recruiting expenses, including, but not limited to, expenses related to transportation, office space, computer hardware or software, supplies, and any other relevant expenses that the Consultant may incur in fulfilling the obligations of this Agreement.

3. **Term.** This Agreement shall continue in full force and effect for one (1) full year from the Effective Date, or until terminated by one of the Parties, as set forth, below. This Agreement may be renewed for terms of one (1) year each upon mutual agreement of the Parties.
4. **Termination.**

(a) Any of the Parties may terminate this Agreement for any reason upon thirty (30) days' prior written notice to the other of the Parties.

(b) If this Agreement is terminated by one of the Parties prior to the end of the term specified in Paragraph 3, then subject to the provisions of Paragraph 2, the Consultant will receive the Initial Compensation and Additional Compensation for any Qualified Agents referred by the Consultant as of the date that notice was given by the Party terminating the Agreement.

(c) This Agreement shall be terminated immediately if it is void by operation of law.

(d) Upon termination of this Agreement, the Consultant shall immediately cease all recruiting activities contemplated by this Agreement.

5. **Relationship of Parties.** The Parties acknowledge and agree that the Consultant shall be considered an independent contractor. No agency, partnership, joint venture or employer-employee relationship is intended or created by this Agreement and none of the Parties can create any such obligation for any of the other Parties. None of the Parties is granted any right or authority to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of the other Parties. The Parties may not bind one another in any manner whatsoever.

6. **Agreement Not to Engage in Certain Activities.** Consultant specifically agrees that in the course of fulfilling his or her obligations under this Agreement, he or she will at no time engage in any activities for which an insurance license is required, including, but not limited to, making insurance sales presentations or accepting applications for insurance coverage. Further, while acting as a Non-Agent Recruiting Consultant for the Company and the SGA, Consultant shall not represent or imply that he or she has an insurance license or is appointed with the Company as an insurance agent.

7. **Notices.** All notices, requests, demands, claims, and other communications hereunder shall be in writing and shall be delivered by certified or registered mail (first class postage pre-paid), guaranteed overnight delivery, or facsimile transmission, if such transmission is confirmed by delivery by certified or registered mail (first class postage pre-paid) or guaranteed overnight delivery, to the following addresses and facsimile numbers (or to such other addresses or facsimile numbers which one of the Parties shall designate in writing to the other of the Parties):

If to Consultant:  

| Name |  
| Address 1 |  
| Address 2 |  
| Phone No. |  
| Email Address |  

If to the Company:

AMERICAN INCOME LIFE INSURANCE COMPANY  
Attention: Joel Scarborough, Esq.  
1200 Wooded Acres  
Waco, TX 76710  
Facsimile: 254-761-6670

If to the SGA:

________________________________________  
________________________________________  
________________________________________
Notice shall be deemed given on the date sent if sent by facsimile transmission before 5:00 p.m., and on the date delivered (or the date of refusal of delivery) if sent by overnight delivery or certified or registered mail.

8. **Other Provisions.**
   
   (a) This Agreement may not be modified or amended except by written instrument signed by all of the Parties.
   
   (b) In the event that any portion of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
   
   (c) This Agreement has been entered into in the State of Texas, and the validity, interpretation, enforcement, and legal effect of this Agreement shall be governed by the law of the State of Texas, as it applies to a contract executed, delivered, and performed solely in such State with respect to the determination of any claim, dispute, or disagreement that arises out of the interpretation, performance, or breach of this Agreement. Any conflict, dispute, or controversy concerning this Agreement shall be resolved by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules [Emergency Interim Relief Procedures], and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall prepare in writing an award that includes the legal and factual reasons for the decision. The Parties shall divide equally the costs of the arbitration and shall pay their respective attorney fees and expenses, but the arbitrator may assess all such costs and the prevailing party's attorney fees and expenses to the non-prevailing party in the arbitration award. Except as may be required by law, neither the Parties nor the arbitrator shall disclose the existence, content, or results of any arbitration without the prior written consent of the Parties. The arbitration shall take place in Waco, McLennan County, Texas, U.S.A.
   
   (d) This Agreement constitutes the complete and entire agreement of the Parties hereto and supersedes all prior representations, proposals, discussion, whether oral or in writing, concerning the subject matter of this Agreement. Except as otherwise expressly set forth in this Agreement, this Agreement may be modified solely through a written document executed by the Parties to this Agreement.

IN WITNESS WHEREOF, the undersigned enter into this Agreement:

**AMERICAN INCOME LIFE INSURANCE COMPANY**

(home office use only)

By: ____________________________
Name: ____________________________
Title: ____________________________
Date: ____________________________

**CONSULTANT**

Name: ____________________________
Signature: ____________________________
Date: ____________________________

**STATE GENERAL AGENT**

Name: ____________________________
Signature: ____________________________
Date: ____________________________