



MCC Life Brokerage, Inc.
P.O. Box 280139 Tampa, FL 33682
Phone: 813-935-8361
Fax Numbers: 813-933-6919 813-933-5460
E-mail: jkelly@mcclife.com

PRODUCER PROFILE

Personal Information

Full Name _____ SSN _____
First Middle Last

Resident Address _____

City State Zip

Home Number () _____

Business Information

Company Name _____ Tax ID _____

Business Address _____

City State Zip

Business Number () _____ Fax Number () _____

Please pay all commissions to: (check one) **Business** ____ **Individual Name** ____

Fair Credit Reporting Act Notice

I certify that the information contained herein is true and complete to the best of my knowledge and belief. I further understand that failure to provide true and complete information may result in the denial of this request for appointment and/or subsequent termination thereof. I agree to promptly notify the Company if any of the information on this application changes. I authorize any Company to which I seek appointment to conduct an investigation concerning my qualifications for appointment including my character, general reputation, credit worthiness, and personal traits and release any person and/or companies contacted from all liability with respect to the information given. I authorize the company to investigate me now and at any time while I am contracted with the Company, and to share any information obtained with: affiliated companies, appointing agent up-line management and company management. I further understand that the Company may deny my request for appointment, and may subsequently rescind my appointment, at its sole discretion.

[SIGNATURES APPEAR ON NEXT PAGE]



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X _____ /____/____

Producer's Signature

Date

TO BE COMPLETED BY MARKETING CENTER:

Producer Contract Level: _____

X _____ /____/____

Marketing Center Signature

Date

SCH Office Use Only:

Approved by _____ Approval Date _____/_____/_____

Producer Code Assigned: _____



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PRODUCER AGREEMENT

This Producer Agreement ("Agreement") is between the Producer who signed this Agreement (referred to as "you" and/or "your") and Settlement Clearing House, LLC, a Pennsylvania limited liability company (referred to as "SCH") with an address of 803 East Willow Grove Avenue, Wyndmoor, Pennsylvania 19038. The provisions stated in all supplements, commission rules, and schedules of commissions (now in existence or hereafter issued or distributed by SCH) are incorporated into and made a part of this Agreement. This Agreement shall become effective on the date set forth next to your signature below.

1. AUTHORITY

You are hereby appointed to represent SCH and authorized to do the following, which is the extent of your authority.

- a.) Recommend and recruit Producers for appointment with SCH. You acknowledge and agree that SCH reserves the right to refuse to appoint or terminate any recommended agent.
- b.) Solicit applications for SCH. You acknowledge and agree that SCH reserves the right to not accept an application made to SCH, at its sole discretion.

2. RELATIONSHIP

The relationship between SCH and the Producer shall be that of principal and independent contractor, and nothing contained herein shall be construed as creating a partnership or joint venture, nor the relationship of employer and employee for any purpose, including without limitation tax, benefit and insurance purposes. Producer shall be responsible for all of its taxes, benefits and insurance (including, without limitation workers' compensation insurance) as a self-employed independent contractor. The Producer shall be free to exercise independent judgment as to the time and manner in which the Producer shall perform the services authorized under this Agreement. Any materials or support supplied by SCH are for the purpose of supporting the activities of the Producer as an independent contractor.

3. COMPENSATION

a.) Subject to the provisions hereof and the rules of SCH, the full compensation of the Producer shall be payable at the applicable rate set forth in the Producer Agreement in effect at the date the case is settled, which Compensation Agreement and all amendments, supplements and replacements thereof and thereto are hereby made a part of this Agreement.

b.) Commissions are subject to change at any time by written notice by SCH to the Producer and the same shall be deemed an amendment to this Agreement. All changes in commissions shall be effective when issued by SCH and shall not be applied retroactively. Commissions are calculated and become due when a case is fully settled and payment has been received by SCH.

c.) Acceptance by the Producer of any commission or other compensation constitutes a full accord and satisfaction by the Producer as to the amounts due. Questions or discrepancies should be brought to the attention of SCH, either verbally or in writing, within thirty (30) days from the date of the commission statement. If the question or discrepancy is not resolved to the Producer's satisfaction, the Producer shall have sixty (60) days from the date of the commission statement to submit a formal written objection to the commission statement and request a review by SCH, otherwise the information on the commission statement will be deemed accepted and all claims by the Producer with respect to such payment will be automatically waived.



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4. ADVERTISING / USE OF LOGO

a.) SCH owns the trade name Settlement Clearing House, LLC, its trademarks, service marks, trade dress and the goodwill associated therewith ("SCH Intellectual Property"). SCH grants to the Producer a royalty-free, revocable, limited, non-exclusive, worldwide license to use such name, marks, trade dress and the goodwill associated therewith in connection with only those activities of the Producer authorized under this Agreement. You must submit a written request thirty (30) days prior to the use of any SCH Intellectual Property with samples of the proposed use. Such request must be approved, signed and dated by the President of SCH before any use of SCH Intellectual Property will be permitted. The license may be revoked by SCH at any time.

b.) The Producer shall not license, sublicense, assign or other wise grant any rights in or to the SCH Intellectual Property to any third party.

c.) In the event the Producer learns of any infringement or possible infringement of the SCH Intellectual Property, or any facts which may affect the validity, scope or enforceability of the SCH Intellectual Property (collectively, a "Claim"), the Producer shall give prompt written notice to SCH of such Claim. SCH shall have the exclusive right, at its sole cost and expense, to prosecute any claim against an infringer, at law or in equity, and to settle or pursue such Claim in its discretion. The Producer shall not pursue any Claim against such infringer unless and until SCH provides written notice to the Producer of its intent not to pursue such Claim and provides permission to Producer to pursue such Claim, which shall be at Producer's sole cost and expense. SCH shall be entitled to keep all proceeds relating to any such Claim or litigation that it pursues and the Producer shall be entitled to keep all proceeds relating to any such Claim or litigation it pursues with the approval of SCH. In the event of such Claim or litigation, the parties shall reasonably cooperate, at each party's expense, with the party bringing such action or Claim. Notwithstanding the foregoing, in no event shall SCH have the obligation to defend, or pay the expenses to defend, any claims by third parties for infringement related to the SCH Intellectual Property.

5. TERMINATION

Either party may terminate this Agreement at any time by giving written notice to the other party at the address first listed above. Notices may be sent certified mail, return receipt requested, or via overnight mail, signature required. Notice will be effective upon the earliest of receipt, refusal or three (3) days after sending. If notice is given by any other means, it shall still be effective if and when actually received. If you reside in, or are licensed in, a state that requires advance notice, you hereby agree to waive any advance notice of termination and agree that termination will be effective immediately upon delivery of written notice. You will only be entitled to commissions on cases that have been placed prior to termination.

6. NON-DISCLOSURE/NON-SOLICITATION

a.) Producer will not disclose or cause to be disclosed to any third party, nor will Producer use, except in connection with the services to be provided by Producer under this Agreement ("Services"), any information provided by or received from SCH, including, without limitation, customer lists, agent information, client information or any other confidential information, written or unwritten (collectively, "Confidential Information"), which may be encountered by Producer or to which Producer may be granted access by SCH.

b.) Producer acknowledges that all Confidential Information is owned solely by SCH, will remain the exclusive property of SCH, is confidential and constitutes valuable trade secrets of SCH, and that the unauthorized disclosure or use of such Confidential Information by Producer will cause irreparable harm to SCH. Producer agrees to use or cause such Confidential Information to be used only in connection with the Services and in a manner consistent with the terms and conditions of this Agreement.

c.) At SCH's request, Producer will promptly return to SCH any and all Confidential Information and any other items given to or encountered by Producer in the performance of the Services, together with all notes, memoranda and other material prepared by Producer which reflect, interpret, include, discuss or are derived from Confidential Information and all copies of the above items. Producer shall not perform any experiments or otherwise attempt to use or analyze the Confidential Information except as reasonably required to perform the Services.



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d.) Producer recognizes and agrees that nothing contained in this Agreement will be construed as granting or conferring any rights by license or otherwise, express or implied, for and to any Confidential Information disclosed pursuant to the terms of this Agreement, or for any invention, discovery or improvement made, conceived, or acquired by Producer prior to or after the date of this Agreement.

e.) Producer shall not, directly or indirectly, for itself or on behalf of any other person, partnership, corporation or other business entity, solicit, attempt to solicit, call upon or contact any customer, client, carrier, insurance agent, employee or independent contractor of SCH for the purpose of soliciting or enticing such individual or entity to deal with a competitor of SCH, refrain from dealing with SCH or otherwise reduce the amount or type of business it does with SCH.

f.) Producer acknowledges that a breach of any of the covenants set forth herein will have a material adverse effect on SCH and that damages arising from a breach may be difficult to ascertain. Consequently, Producer agrees that in addition to, and without limiting, any other remedy or right SCH may have, SCH will have the right to an immediate injunction enjoining such breach. Producer indemnifies SCH from and against any and all costs, damages, liabilities and expenses (including, without limitation, reasonable attorneys' or professionals' fees) resulting directly or indirectly from any breach of this Agreement by Producer or the action of any third party given Confidential Information by Producer.

g.) For purposes of this Section 6, the term "Producer" shall mean Producer and Producer's employees, officers, directors, shareholders, agents, independent contractors and Producers.

7. GENERAL PROVISIONS

a.) The Producer shall indemnify and hold harmless SCH (and its subsidiaries, affiliates, members, managers, officers and employees) from and against any and all expenses, costs, causes of action, liabilities and damages including, without limitation, attorneys' and professionals' fees resulting from or relating to any unauthorized or negligent act of commission or omission by the Producer or its subsidiaries, affiliates, employees, directors, officers, agents or Producers (each a "Producer Party"). This provision shall survive termination of this Agreement.

b.) SCH shall have a prior right to collect and offset all commissions and fees payable hereunder toward any indebtedness, indemnity and/or other obligations due from the Producer or any Producer Party with interest at the legal rate. This prior right and offset shall survive the termination of this Agreement. Following the termination of any Producer Party acting under the jurisdiction of the Producer, should the amount due that Producer Party be insufficient to repay any amount due SCH, the obligation will become the responsibility of the Producer, in accordance with SCH's then current collection policies and procedures.

c.) Neither this Agreement, nor any duties or obligations under this Agreement, nor the commissions or fees accruing hereunder, nor any interest herein, nor any right or claim created hereby or arising by reason of the Producer acting hereunder, shall be assignable, except upon the written consent of SCH.

d.) Except as expressly provided herein, this Agreement cannot be changed by any oral promise or statement and no written modification will bind SCH unless approved in writing by the President of SCH.

e.) In case one or more of the provisions of this Agreement shall, for any reason, be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such provision shall be modified or amended to the extent necessary to remove the invalidity, illegality or unenforceability. Should the amendment or modification of such provision be impossible, the Agreement shall be construed as if it never contained the invalid, illegal or unenforceable provision and such provision shall not affect any other provision of this Agreement.



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f.) This Agreement shall be construed and enforced in accordance with the substantive and procedural laws of the Commonwealth of Pennsylvania, excepting conflicts of laws, and without regard to rules of construction or interpretation relating to which party drafted this Agreement. The parties confer jurisdiction to interpret and enforce this Agreement upon the Courts of the Commonwealth of Pennsylvania, Montgomery County or the United States District Court for the Eastern District of Pennsylvania and waive any objections to such jurisdiction and venue, including objection as to an inconvenient forum. **THE PARTIES HEREBY WAIVE THE RIGHT TO TRIAL BY JURY, PERFERING THAT ALL DISPUTES BE RESOLVED BY A JUDGE.**

g.) Should SCH be required to enforce the terms of this Agreement in any litigation or similar proceeding, SCH if successful shall be entitled to recover its attorneys' fees, professionals' fees and costs (which will include all appeals and execution), which shall be added to any judgment.

h.) No claim or right arising out of a breach of this Agreement may be discharged in whole or in part by a waiver of the claim or right, unless the waiver is in writing signed by the waiving party. The waiver or acceptance of any breach by either party of any provision of this Agreement shall not constitute a waiver of or an excuse for non-performance as to any other provision of this Agreement, nor as to any prior or subsequent breach of the same provision.

i.) Any provision of this Agreement that expressly, or by necessary implication, continues after termination of this Agreement, shall survive the termination of this Agreement.

j.) Nothing contained in this Agreement shall be construed as providing rights to any person other than the parties hereto, and no third party shall be a beneficiary of this Agreement.

k.) With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

l.) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any party to this Agreement may deliver an executed copy of this Agreement by facsimile or electronic transmission to the other party and any such delivery shall have the same force and effect as any other delivery of a manually signed copy of this Agreement.

[SIGNATURES APPEAR ON NEXT PAGE]



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IN WITNESS WHEREOF, the parties have executed this Producer Agreement under seal on the date and year set forth below, intending to be legally bound hereby.

PRODUCER: _____

BY: _____ (SEAL)

Date: _____

Title: _____

By signing below, the immediate Up-line, "MARKETING CENTER", hereby accepts responsibility as Guarantor of and agrees to be jointly and severally liable for any debts, indemnities or other obligations to SCH incurred by the Producer signing above.

MARKETING CENTER: _____

BY: _____ (SEAL)

Date: _____

Title: _____

SETTLEMENT CLEARING HOUSE, LLC:

By: _____ (SEAL)

Date: _____

Brien Tilley, President



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PRODUCER ADDENDUM

THIS PRODUCER ADDENDUM is made and entered into this _____ day of _____, _____ (this "Addendum"), by and between Settlement Clearing House, LLC., a Pennsylvania Limited Liability Company, ("SCH"), and _____ (the "PRODUCER"), and amends that certain Producer Agreement dated _____ between SCH and the PRODUCER.

WHEREAS, SCH is engaged in business as a Life Insurance Settlement brokerage; and

WHEREAS, PRODUCER is an independent contractor; and

NOW, THEREFORE, in consideration of the marketing services provided by PRODUCER, SCH agrees to the following:

- a.) SCH will pay a total compensation to PRODUCER of _____% (less any commissions paid to down line Producers) of the gross commissions received on settlement cases placed by a down line Producer of PRODUCER.

This Addendum constitutes the entire agreement between the parties with respect to the subject matter of this Addendum and supersedes all prior written and oral agreements between them with respect to the subject matter of this Addendum. SCH reserves the right to change and or modify this Addendum at any time at its sole discretion. Any modifications to this Addendum will be prospective only, and will not change the compensation paid on business settled prior to the contract modification date.

Except as otherwise expressly provided for hereinabove, this Addendum may not be amended except by a written agreement executed by the party to be charged with the amendment. This Addendum shall be interpreted and governed by the laws of the Commonwealth of Pennsylvania. This Addendum may be executed in one or more counterparts, each of which will be deemed to be an original instrument and all of which, when taken together, will be deemed to constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Producer Addendum under seal on the date and year set forth below, intending to be legally bound hereby.

PRODUCER: _____

BY: _____ (SEAL) Date: _____

Title: _____

Settlement Clearing House, LLC.

By: _____ (SEAL) Date: _____

Brien Tilley, President