



This **Agent Indebtedness Agreement** (this "Agreement"), effective as of the date subscribed below is entered into by and between Gordon Marketing, an Indiana corporation with its offices located at 20236 Hague Road, Noblesville, IN 46062 and \_\_\_\_\_, an individual or business (the "Agent"), including the down line hierarchy of such Agent, if any. The Agent conducts business at the address set forth under such Agent's name on the signature page of this Agreement. Gordon Marketing and the Agent, in consideration of the premises and mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Gordon Marketing and the Agent, agree as follows:

1. Definitions.

- a. "Gordon Marketing Carrier" means any insurance company with which Gordon Marketing has contractually committed, either prior to or after the date of this Agreement, to recruit agents to market and sell insurance products on behalf of such insurance company and with which the Agent is not affiliated with through Gordon Marketing prior to the execution of this Agreement.
- b. Gordon Marketing is, and will be, a party to certain contracts with Gordon Marketing Carriers under which Gordon Marketing recruits, and will recruit, agents for such Gordon Marketing Carriers;
- c. The result of such recruiting may be a Carrier Selling Agreement; and From time to time, Gordon Marketing Carriers, pursuant to a Carrier Selling Agreement, may advance commissions to the Agent, charge back commissions previously paid to the Agent, lend money to the Agent or agree to other terms under which the Agent will become indebted to the Gordon Marketing Carrier (the "Agent Indebtedness");
- d. Gordon Marketing may, from time to time, be asked by the Gordon Marketing Carrier to guarantee the Agent Indebtedness or to repay, on behalf of the Agent, the Agent Indebtedness; and Gordon Marketing and the Agent, in consideration of the premises and mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Gordon Marketing and the Agent, agree as follows:

2. Repayment of Agent Indebtedness. Gordon Marketing and the Agent agree that the Agent is responsible for the Agent Indebtedness (including any Agent Indebtedness arising from such Agent's down line hierarchy), that the Agent shall repay such Agent Indebtedness pursuant to the terms of the Carrier Selling Agreement or pursuant to any other agreement or arrangement between the Agent and the Gordon Marketing Carrier, and that in the event Gordon Marketing pays to the Gordon Marketing Carrier any amount of the Agent Indebtedness, the Agent shall reimburse Gordon Marketing for such amount within 30 days after receipt of notice from Gordon Marketing. **The Agent agrees to pay all costs of collection, including attorney fees, collection agency fees of 25% incurred by Company or its successors or assigns in collecting any Agent indebtedness.**

3. Independent Contractor. The Agent agrees that the Agent will perform all services under this Agreement and the Carrier Selling Agreement as an independent contractor. Nothing in the Agreement or in any Carrier Selling Agreement will be deemed to create an employer-employee, partnership, or joint venture relationship between Gordon Marketing and the Agent.

4. **In the event you acquire a debit with Gordon Marketing, signing this agreement allows us to vector your account after 60 days delinquency.**

IN WITNESS WHEREOF, each of and the Agent have executed this Agreement to be effective as of the date set forth below.

5. Photo Release: I additionally grant Gordon Marketing the right to take, use, adapt, modify, reproduce, transmit, display, broadcast, publish, print, and disseminate, in any manner or medium, now known or later devised, my name, image, likeness and voice (hereinafter, my "Publicity Rights"), for the purpose, including but not limited to, promoting and advertising Gordon Marketing and its services. If you do not wish to be included in any photo, please let us know in advance and we will exclude you.

6. Fee Schedule. Account Reconciliation/Balance Assistance and Account Research \$35.00 per hour.

**Benefit Plans of America, LLC and Signature Estates of Indiana, LLC DBA Gordon Marketing, LLC.**

By: Theresa Landers, VP, Chief Compliance Officer

**AGENT:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**AGENCY NAME, if you are an agency principle:** \_\_\_\_\_

**X Signature:** \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

**(This agreement only impacts agents who may now, or eventually, owe us money, typically for chargebacks or unpaid advances. We require all licensed agents to sign this agreement; however, in most cases it will not pertain to you but still needs to be completed to work with Gordon Marketing.)**