

THIS AGREEMENT by and between TRUSTMARK INSURANCE COMPANY of Lake Forest, Illinois (hereinafter referred to as the "Company"), and _____ (hereinafter referred to as "Enroller") is to be effective as of _____, 20 _____ (hereinafter referred to as "Effective Date") and

WITNESSETH AS FOLLOWS:

WHEREAS the Enroller wishes to solicit applications on behalf of the Company in the state of _____ for policies issued by the Company,

NOW, THEREFORE, in consideration of the mutual covenants and premises set forth herein below, the parties hereto agree as follows:

1. The parties hereto expressly agree that no relationship of employer to employee shall exist between them based upon this Agreement, and no language in this Agreement shall be construed or interpreted to the contrary.
2. The Enroller agrees to abide by, and is hereby bound by, each and every one of the following terms and conditions:
 - a. The Enroller shall be authorized to solicit, under the jurisdiction of the Worksite Specialist (WS) indicated below, applications for insurance policies which appropriately meet the financial objectives of customers.
 - b. The Enroller will at all times comply with all Company rules, instructions and procedures, and with all laws and regulations of the state or states in which he is licensed and appointed to represent the Company, including all laws and regulations fostering fair competition.
 - c. **No Advertising making reference to the Company's name, products or services shall be used or prepared by the Enroller without the Company's prior written approval.**
 - d. The Company shall have no obligation to the Enroller for commissions, conventions, expense allowances or any other form of compensation whatsoever for or on account of any services performed or expenses incurred by the Enroller in connection with the solicitation of applications for insurance policies to be issued by the Company, and the Enroller hereby warrants that the Company has no such obligations as of the effective date of this Agreement, it being expressly understood that the Enroller is under direct contract with the WS indicated below who has agreed thereunder to compensate the Enroller for such services.
 - e. The Enroller shall not alter, change, modify, waive or misrepresent any of the terms, rates or conditions of any advertisements, receipts, policies or contracts of the Company in any respect.
 - f. The Enroller shall promptly remit to the WS indicated below or to the Company directly any and all monies, securities, or other items whatsoever received by the Enroller on behalf of the Company as full or partial payment of premiums due the Company. Enroller shall immediately forward to the WS or to the Company directly any written communication received by Enroller pertaining to a Trustmark policy or application which expresses a grievance, and will promptly provide to the Company a reasonable, complete explanation of any transaction which is the subject of a complaint received by the Company.
 - g. The Enroller shall neither obligate nor incur expenses on behalf of the Company in any manner whatsoever, and any attempt to do so shall be void.
 - h. However, in the event the Company does become obligated to any third party due to any acts or omissions of the Enroller, the Enroller hereby agrees to indemnify and hold the Company harmless for the amount of such obligation.

3. The Company may, upon request of the WS indicated below or at any time upon its own initiative, withdraw its consent to and cancel any license issued to the Enroller pursuant to the Company's application therefore, and the Enroller agrees that the Company shall have no liability of any nature to the Enroller in connection with any such withdrawal or cancellation.
4. This Agreement constitutes the entire contract between the Company and the Enroller. This Agreement may be amended in writing by mutual agreement of the Company and the Enroller and shall not be amended by any oral statement. Any existing contract or agreement between the Company and the Enroller is terminated.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the dates specified below.

Agreement Date: _____

TRUSTMARK INSURANCE COMPANY

By: _____

Accepted: _____

Applicant's Signature

Printed Name

The applicant is hereby recommended for appointment as an agent assigned to me, subject to the terms of my Agreement with the Company and this request. Also, attached to this request is the required Agent Appointment completed by the applicant.

Worksite Specialist