

AGENT'S AGREEMENT

THIS AGREEMENT is between Guardian Life Insurance Company Corporation (hereinafter called "Guardian") and _____ (hereinafter called "Agent"), who is hereby authorized to solicit business on behalf of Guardian pursuant to the attached Application to Represent, and the provisions hereof.

The parties agree to the following:

1. Upon submission of an application for a Group Master Contract (hereinafter called "Policy" or "Policies") and the required payment of premium, and upon acceptance of such group application and premium payment by Guardian, Guardian agrees to pay the Agent, subject to the terms and conditions of this Agreement, the applicable Commission Rate as specified on the attached Commission Schedule.
2. Guardian reserves the right to determine the classification of Policies for Commission payment purposes and the amount of Commission to be paid on Policies not specifically addressed in the Commission Schedule, and Guardian has the right to change the Commission Schedule from time to time.
3. Guardian agrees to pay such Commission for said issued Policies during the first benefit year and subsequent benefit years while said Policy is in force as long as: (a) The Agent is acceptable to and recognized as the Agent of Record by the holder of the Policy; (b) The Agent complies with applicable laws and regulations of the state insurance departments; and (c) The Agent complies with the rules and regulations of Guardian.
4. It is understood and agreed by the Producer that payment of commissions is based on premium received by Guardian consistent with the terms of the Group Contract. In those cases where premium received by Guardian is less than ninety percent (90%) of the billed amount, commission payments will be withheld until additional premium payments are received.
5. This Agreement shall become effective on the Effective Dates specified in Section 13, and remain in full force and effect until terminated by either party upon thirty (30) days written notice delivered to the other party, or immediately by Guardian if the Agent;
 - (a) Fails to comply with the terms and conditions of this Agreement;
 - (b) Becomes bankrupt or insolvent;
 - (c) Sells Guardian's products without being properly licensed in the State where the business is transacted;
 - (d) Attempts to transfer this Agreement or any form of commission payable hereunder to another party unless authorized in advance in writing by an officer of Guardian;
 - (e) Violates laws or regulations governing the insurance business in the State where the business is transacted;
 - (f) Has its license suspended or revoked; or
 - (g) Dies or ceases to do business.
6. All expenses incurred by the Agent shall be the sole responsibility of the Agent unless authorized in writing by Guardian.
7. It is understood and agreed by the Agent, that if the Agent is indebted to Guardian in any way, all Commissions due under this Agreement may be applied toward such indebtedness.
8. Guardian reserves the right to increase the premium rates or revise the benefits under any Guardian Policy or cancel such contract entirely in accordance with the terms thereof. Agent is to receive notification of aforementioned renewal action no later than thirty (30) days prior to the renewal adjustment date.
9. No assignment, transfer, or other disposition of any interest that the Agent may have pursuant to this Agreement shall be made without the written consent of Guardian.
10. The Agent shall not prepare, alter, or discharge any contract for Guardian or waive any forfeiture, grant permits, name extra rates for special risk, attempt to commit Guardian to the payment of any claim or bind Guardian in any way not specifically authorized in writing by an officer of Guardian; shall not under any circumstances make any endorsements on any Guardian Policy or subscription certificate. The authority of the Agent shall extend no further than is expressly stated in this Agreement.

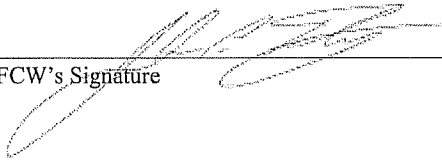
11. The Agent shall render services under this Agreement as an independent contractor. Nothing contained in this Agreement shall be construed to create the relationship of employee and employer between the Agent and Guardian.
12. All rights granted hereunder, including those for Commissions, will cease upon termination of this Agreement. However, if the Agent is otherwise in good standing with Guardian and this Agreement terminates for the reason stated in Section 5 (g) above, Guardian will continue to pay Agent (or Agent's surviving spouse or estate) Commissions earned, as long as the Policy remains in force, the Agent continues to remain the Agent of Record, the business is serviced, and proper licenses are maintained by or on behalf of the Agent.
13. The Effective Date of this Agreement is _____.
14. Whenever it becomes necessary for either party to serve notice on the other with respect to this Agreement, such notice shall be in writing and shall be served personally or by certified mail, return receipt requested, and addressed as indicated below:

(A) If addressed to Agent, it shall be mailed to the business address listed on the attached Application to Represent.

(B) If addressed to Guardian, it shall be mailed to:

Attention: Sales Department
The Guardian Life Insurance Co.
100 N. Corporate Drive, Suite 150
Brookfield, WI 53045

This Agreement constitutes the entire contract between the parties hereto. IN WITNESS WHEREOF, the parties hereto agree to the terms, conditions, and provisions herein and have executed this Agreement as of the aforementioned Effective Date.

FCW's Signature _____


Date

X _____
Agent's Signature

Date