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**AGENT AGREEMENT**  
**(LIBERTY LIFE INSURANCE COMPANY) "RBC"**

LIBERTY LIFE INSURANCE COMPANY of Greenville, SC, ("Company")

\_\_\_\_\_, of \_\_\_\_\_, and  
(Agent/Agency) (City, State)

\_\_\_\_\_, of \_\_\_\_\_  
(NMO) (City, State)

agree as follows:

- I. **Authorization** - When duly licensed and appointed, the Agent is authorized to solicit and procure applications for those policies issued by the Company which are listed on the Commission Schedules attached hereto and made a part of this Agreement, and to perform duties incidental thereto, on a nonexclusive basis, subject to the terms of this Agreement and the practices and rules of the Company which are now or hereafter in effect.
- II. **Compensation** - Subject to the applicable rules and practices of the Company and to the terms and conditions of this Agreement, including the applicable Commission Schedule, the Company will pay the Agent commissions on premiums paid to the Company on account of policies issued and delivered upon applications procured under this Agreement. The current Commission Schedule is dated the effective date of this Agreement and is attached hereto and made a part hereof.
- A. **Conditions for Payment and Vesting of Commission**  
Commissions on inforce policies are fully vested in the amounts and for the periods indicated on the applicable Commission Schedule, subject to paragraph D. of Section IV. of this Agreement. Vesting applies only to business remaining in force after termination of this Agreement.
- B. **General Provisions Relating to Commission**
- (1) Commission shall be paid by the Company to the Agent or his executors or administrators on issued and delivered policies, as full compensation for the services of the Agent.
  - (2) The Company, and the NMO with the prior written approval of the Company, may, with fifteen (15) days written notice to the Agent, replace or revise the Commission Schedule and rates. Any such change shall apply to policies issued by the Company on or after the effective date of the new Commission Schedule and rates.
  - (3) The allowance of commission on the following shall be governed by the rules and practices of the Company:
    - a. Conversions of term policies and other changes in policy plans;
    - b. Policies, which, in the judgment of the Company, replace other Company insurance on the same life;
    - c. Reinstatement of lapsed policies;
    - d. Any new policy where a policy issued by the Company on the same life has been terminated or surrendered within a year;
    - e. Short-term insurance, or premiums waived on account of disability.
  - (4) The Agent shall repay to the Company on demand any commission or other compensation paid on policies which are rescinded or for which the Company, for any reason, waives or makes a refund or return of premium as well as any compensation advanced by the Company with respect to policies which lapse or terminate or which are returned during any applicable "right to examine" period. The Agent shall reimburse the NMO for any commission or other compensation paid on such policies to the Agent which the NMO is required to repay to the Company.

III. **Authority and Responsibilities**

A. **Limitations, Duties, and Requirements**

- (1) The Agent shall promptly deliver to the purchaser all policies issued by the Company upon payment of the first premium; but if at the time of delivery the Agent is aware that the Insured/Policyowner is not in good health or in

the same insurable condition as represented in the application for insurance, the Agent shall not deliver the policy.

- (2) The Agent shall be duly licensed under the applicable insurance laws and shall operate his or her business in strict conformance with all applicable laws and regulations.
- (3) The Agent has no authority to and shall not on behalf of the Company accept risks of any kind, incur any indebtedness or liability, or make, alter or discharge any policy or contract or extend any provision thereof, waive forfeitures, extend times of payment of any premium, waive payments in cash, or receive any money due the Company, except as provided in this Agreement.
- (4) The Agent and the NMO have no authority to and shall not initiate any legal proceedings in connection with any matter pertaining to the Company's business. If a legal process or notice is received by the Agent concerning a suit or proceeding against the Company, the Agent shall immediately telephone the Company and forward same to the Company by overnight mail.
- (5) The Agent shall not offer to pay or pay any illegal rebate of premiums or make any other inducement not specified in the policy, to any person to insure with the Company.
- (6) The Agent shall not, without an objectively reasonable basis for believing that it will result in an actual and demonstrable benefit to the policyholder, induce or attempt to induce any policyholder to utilize values in an existing policy to purchase another policy.
- (7) Neither the Agent nor any employee of the Agent shall use the name of the Company or its products in any type of advertising, direct mail letters, sales material, policy analyses, proposals, business cards or any other materials whatsoever, or otherwise print, distribute or use any materials which could be construed as consumer advertising, without the prior written approval of the Company's Corporate Communications Officer.
- (8) The Agent shall indemnify and save the Company harmless from any loss on account of any negligent or unauthorized act or omission by the Agent or persons employed by the Agent. The Agent expressly authorizes the Company to charge against all compensation due or to become due to the Agent under this Agreement any monies paid or liabilities incurred by the Company by reason of any such negligent or unauthorized act or omission.
- (9) The Agent shall maintain minimum persistency and wastage levels as defined by the Company's rules and practices. The Agent shall also maintain any minimum production levels as specified in the Commission Schedule.
- (10) The Agent shall be solely responsible for the payment of all expenses of any kind in connection with the conduct and maintenance of the Agent's operations under this Agreement.

#### **B. Accounting by the Agent**

- (1) All applications secured by the Agent, together with any medical examinations and other reports shall be promptly delivered to the Company.
- (2) The Agent shall keep such records related to business produced pursuant to this Agreement as may be required by the Company and as required under applicable laws and regulations. All accounts, correspondence or other records pertaining to the Agent's operation under this Agreement shall be made available for inspection by the Company or its representative at any time.

#### **IV. Termination**

- A. The Company, the NMO with the Company's prior written consent, or the Agent may, without cause, terminate this Agreement upon thirty (30) days written notice, unless a longer notice period is required by the law of the state where the Agent is authorized and appointed.
- B. This Agreement shall automatically terminate upon death of the Agent if the Agent is a natural person; upon the death of any partner of the Agent if the Agent is a partnership; or upon dissolution or liquidation of the Agent if the Agent is a corporation.
- C. This Agreement shall be terminated automatically without notice by the Agent's:
  - (1) Failure to return money to applicants when due;
  - (2) Failure to account for any money received from or on behalf of the Company;
  - (3) Dishonesty in relationship with the Company, its affiliates, or any past, present or proposed policyowner, insured, beneficiary, or assignee;
  - (4) Violation of any Federal or State insurance law or regulation; or
  - (5) Violation of any of the terms of this Agreement.
- D. If this Agreement terminates due to the Agent's intentional violation of any Federal or State insurance law, the Agent, whether vested or not, shall forfeit all commissions or other compensation otherwise payable hereunder, anything in this Agreement to the contrary notwithstanding.

V. **General Provisions**

- A. **Indebtedness** - The Company may at any time deduct from any monies due under the Agreement all indebtedness or obligation of the Agent to the Company. This right of the Company shall have priority over any claims of the NMO or third parties.
- B. **Assignment** - No assignment of this Agreement or of commissions payable hereunder shall be valid unless authorized in writing by the Company. The Company does not assume any responsibility for, or guarantee the validity or sufficiency of any assignment. Every assignment shall be subject to any indebtedness and obligation of the Agent that may be due or become due to the Company.
- C. **Relationship** - In all respects the relationship between the Company and the Agent in the performance of all acts contemplated by this Agreement shall be that of principal and independent contractor, and not that of employer and employee.
- D. **Prior Agreements** - This Agreement cancels any previous agreements between the Agent and the Company but does not affect any obligations of either party already incurred under any prior agreement.
- E. **Waiver** - No waiver or modification of this Agreement shall be effective unless it is in writing and signed by a duly authorized officer of the Company. *The failure of the Company to enforce any provision of this Agreement shall not constitute a waiver by the Company of any such provision. The past waiver of a provision by the Company shall not constitute a course of conduct or a waiver in the future of that same provision.*
- F. **Severability** - Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision contained herein, and such other provisions shall remain in full force and effect.
- G. **Entire Agreement** - This Agreement cannot be changed by any verbal promise or statement by whomsoever made, and no written modification or change will bind the Company unless it is signed by the President, a Vice President, Secretary or Assistant Secretary of the Company, and expresses an intention to modify or change this Agreement.

THIS AGREEMENT shall be effective on the date it is executed by an authorized officer of the Company at its home office. It shall be construed in accordance with the laws of the State of South Carolina.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the dates appearing below.

AGENT/AGENCY	NATIONAL MARKETING ASSOCIATION &/OR WITNESS
Agent/Agency Name	Name
Agent Signature	Signature
Dated _____	Dated _____

LIBERTY LIFE INSURANCE COMPANY

By \_\_\_\_\_ Dated \_\_\_\_\_



**ASSIGNMENT OF COMMISSION**

Liberty Life Insurance Company PO Box 1389, Greenville, SC 29602-1389  
Overnight address: 2000 Wade Hampton Blvd, Greenville, SC 29615-1064

1.800.234.5514  
Fax: 1.864.609.3118 or 609.4889

**INSTRUCTIONS:**

1. Complete the authorization form below
2. Mail the completed form to the address above along with the appropriate contracting and appointment forms.

**ASSIGNOR:**

(Assigning Commissions)

\_\_\_\_\_ **AGENT NAME & CODE NUMBER**

\_\_\_\_\_ **TAX ID AND OR SOCIAL SECURITY NUMBER**

**ASSIGNEE:**

\_\_\_\_\_ **NAME**

For good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, as the Releasor/Assignor designated above, does hereby release all right, title and interest in and to all commissions and other compensation, if any, which are now or may become due and payable to the undersigned by Liberty Life Insurance Company (RBC Insurance), under the Assignment of Commission dated \_\_\_\_\_, 20\_\_\_\_ between the undersigned and the Releasee/Assignee designated above, and further assigns, transfers and sets over to said Releasee/Assignee all right, title and interest in and to all such commissions and other compensation, if any, acquired by the Releasor/Assignor under said Assignment of Commission.

The further assignment made herein is subject to all rights of lien which RBC Insurance may have or be entitled to upon such commissions and other compensation, whether for present or future indebtedness. Any payment of commissions or other compensation by RBC Insurance to the Releasee/Assignee pursuant to this Further Assignment shall fully and completely discharge and release RBC Insurance from any and all rights, claims and causes of action of the Releasor/Assignor for, or related in any way to, said commissions or compensation, and RBC Insurance shall not be bound in any way to see to the application of said commissions or compensation. This Release and Further Assignment of Commission is absolute and irrevocable.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ .

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Assignor Signature

**ACKNOWLEDGMENT:**

RBC Insurance acknowledges receipt of a signed copy of this Assignment, which as been filed at its Administrative Office and consents to said assignment, subject, however, to all rights of lien security and indemnification, which it may have.

**RBC Insurance**

By \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_



# AUTHORIZATION FOR AUTOMATIC PAY DEPOSIT

Liberty Life Insurance Company PO Box 1389, Greenville, SC 29602-1389  
Overnight address : 2000 Wade Hampton Blvd, Greenville, SC 29615-1064

1.800.234.5514  
Fax: 1.864.609.3118 or 609.4889

### INSTRUCTIONS:

1. Complete the authorization form below
2. **Mail the completed authorization form and voided check to the address above along with the appropriate contracting and appointment forms.**

Agent  
Number \_\_\_\_\_

Name \_\_\_\_\_ Social Security No. \_\_\_\_\_

I hereby authorize RBC Insurance to:  Start  Stop Depositing my net earnings on all payrolls into my checking and or savings account (*see below*).

My net earnings are now being deposited.  
Please change my bank, checking and/or savings account number as shown below:

Name of Bank \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Bank No. \_\_\_\_\_ Account No: \_\_\_\_\_

Checking \_\_\_\_\_

Savings \_\_\_\_\_

I understand that all entries initiated are governed by the rules of the Mid-America Payment Exchange and I am bound by those rules. In the event that an entry is incorrectly initiated to my account, I also authorize Liberty Life Insurance Company to initiate a reversing entry. This authorization may be discontinued by my written request or upon termination.

Signature \_\_\_\_\_ Date \_\_\_\_\_



# PRODUCER APPLICATION FOR APPOINTMENT

Liberty Life Insurance Company PO Box 1389, Greenville, SC 29602-1389  
Overnight address: 2000 Wade Hampton Blvd, Greenville, SC 29615-1064

1.800.234.5514  
Fax: 1.864.609.3118 or 609.4889

Complete each of the following:

Name of Top Level Sales Organization (i.e., NMO/MGA) \_\_\_\_\_

To be contracted as:  Individual  Corporation / Agency / Partnership  Both

Application Submitted W/Appointment Form?  Yes  No (App may be submitted with appointment request only in immediate states listed on attached state grid)

Commissions paid to:  Individual  Agency (Note: If commissions are paid to the Agency the Agency must be Appointed and attach an Assignment form)

### Personal Information

Agent Name \_\_\_\_\_ Social Security # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
*First, Middle, Last - as it appears on license - please attach current copy*

Residence Address \_\_\_\_\_  
*Street or PO Box Suite City State Zip Code*

Mailing Address \_\_\_\_\_  
*Street or PO Box Suite City State Zip Code*

Residence Phone (\_\_\_\_\_) \_\_\_\_\_ Business Phone (\_\_\_\_\_) \_\_\_\_\_

Date of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_ FAX (\_\_\_\_\_) \_\_\_\_\_ E-mail Address \_\_\_\_\_

### Agency Information (Complete this section if Requesting Agency Appointment)

Agency Name \_\_\_\_\_ Federal Tax I.D. # \_\_\_\_\_ - \_\_\_\_\_  
*(As it appears on company license - please attach current copy)*

Business Address \_\_\_\_\_  
*Street or PO Box Suite City State Zip Code*

Business Phone (\_\_\_\_\_) \_\_\_\_\_ FAX (\_\_\_\_\_) \_\_\_\_\_ Company Contact Email Address \_\_\_\_\_

Qualified Officer for Agency: \_\_\_\_\_

### LICENSING & APPOINTMENT INFORMATION

Resident State Appointment \_\_\_\_\_ License Number: \_\_\_\_\_  
*IDENTIFY STATE (Include a copy of your resident license with this form.)*

Non-Resident State Appointment(s) \_\_\_\_\_  
Check this box if you are requesting non-resident appointment(s) – List the states for which you are requesting appointments and attach a separate sheet listing all states if necessary. **IMPORTANT:** Include non-resident license copies for all non-resident states you wish to be appointed in.

### Additional Information:

		YES	NO
1.	Have you ever been convicted of, or are you currently charged with, committing a crime, whether or not adjudication was withheld?	<input type="checkbox"/>	<input type="checkbox"/>
	If you have a felony conviction, have you applied for a waiver as required by 18 USC 1033?	<input type="checkbox"/>	<input type="checkbox"/>
	If so, was that waiver granted? (Attach copy of 1033 waiver approved by home state.)	<input type="checkbox"/>	<input type="checkbox"/>
	If you answer yes, you must attach to this application:		
	a) A written statement explaining the circumstances of each incident,		
	b) A certified copy of the charging document, and		
	c) A certified copy of the official document which demonstrates the resolution of the charges or any final judgment.		

		YES	NO
2.	<p>Have you or any business in which you are or were an owner, partner, officer or director ever been involved in an administrative proceeding regarding any professional or occupational license?</p> <p>If you answer yes, you must attach to this application:</p> <p>a) A written statement identifying the type of license and explaining the circumstances of each incident,  b) A certified copy of the Notice of Hearing or other document that states the charges and allegations, and  c) A certified copy of the official document which demonstrates the resolution of the charges or any final judgment.</p>	<input type="checkbox"/>	<input type="checkbox"/>
3.	<p>Has any demand been made or judgment rendered against you for overdue monies by an insurer, insured or producer, or have you ever been subject to a bankruptcy proceeding?</p> <p>If you answer yes, submit a statement summarizing the details of the indebtedness and arrangements for repayment, and/or type and location of bankruptcy.</p>	<input type="checkbox"/>	<input type="checkbox"/>
4.	<p>Have you been notified by any jurisdiction to which you are applying of any delinquent tax obligation that is not the subject of a repayment agreement?</p> <p>If you answer yes, identify the jurisdiction(s): _____</p>	<input type="checkbox"/>	<input type="checkbox"/>
5.	<p>Are you currently a party to, or have you ever been found liable in, any lawsuit or arbitration proceeding involving allegations of fraud, misappropriation or conversion of funds, misrepresentation or breach of fiduciary duty?</p> <p>If you answer yes, you must attach to this application:</p> <p>a) A written statement summarizing the details of each incident,  b) A certified copy of the Petition, Complaint or other document that commenced the lawsuit or arbitration, and  c) A certified copy of the official document which demonstrates the resolution of the charges or any final judgment.</p>	<input type="checkbox"/>	<input type="checkbox"/>
6.	<p>Have you or any business in which you are or were an owner, partner, officer or director ever had an insurance agency contract or any other business relationship with an insurance company terminated for any alleged misconduct?</p> <p>If you answer yes, you must attach to this application:</p> <p>a) A written statement summarizing the details of each incident and explaining why you feel this incident should not prevent you from receiving an insurance license, and  b) Certified copies of all relevant documents.</p>	<input type="checkbox"/>	<input type="checkbox"/>
7.	<p>Do you have a child support obligation in arrearage?</p> <p>If you answer yes to Question 7, by how many months are you in arrearage? _____ Months</p>	<input type="checkbox"/>	<input type="checkbox"/>
8.	Are you the subject of a child support related subpoena or warrant?	<input type="checkbox"/>	<input type="checkbox"/>

I hereby certify that I have reviewed this Application for Appointment and that the information is true, correct and complete. If any information given to obtain or maintain an appointment is found to be incorrect or incomplete, it will be grounds for rejecting the application or for termination of my appointment. Liberty Life Insurance Company retains sole authority to terminate any appointments subject to applicable laws and regulations.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

**SIGNATURE**

\_\_\_\_\_  
Name of Applicant (*Please print*)

\_\_\_\_\_  
Signature of Applicant





# SALES RESOURCE CENTER ENROLLMENT FORM

Liberty Life Insurance Company PO Box 1389, Greenville, SC 29602-1389  
Overnight address : 2000 Wade Hampton Blvd, Greenville, SC 29615-1064

1.800.234.5514  
Fax: 1.864.609.3118 or 609.4889

## ATTENTION PRODUCER ADMINISTRATION

### INSTRUCTIONS -

1. To access your pending and issued policy information on-line, you must first enroll by providing the information requested below.
2. To complete the form, please print it out and either fax or mail the form to the address or fax number listed above.
3. Once the form has been received and processed, you will receive two emails with your sign-on information included. The first email will contain your username, and the second email will contain your password.

### APPLICANT INFORMATION

\_\_\_\_\_  
FULL NAME (*As it appears on your license*)      SOCIAL SECURITY NUMBER      DATE OF BIRTH

\_\_\_\_\_  
MOTHER'S MAIDEN NAME      MARKETING ORGANIZATION/BROKER-DEALER

\_\_\_\_\_  
BUSINESS ADDRESS      EMAIL ADDRESS (REQUIRED)      BUSINESS ADDRESS (*State Only*)

\_\_\_\_\_  
AGENT NUMBER (*If applicable*)

### HOME OFFICE USE ONLY

\_\_\_\_\_  
USER ID      PASSWORD

\_\_\_\_\_  
DATE RECEIVED      DATE COMPLETED

\_\_\_\_\_  
LICENSING AND CONTRACTING SIGNATURE