



## INDEPENDENT PRODUCER CHECKLIST

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

Phone: 1.864.609.8011 Fax 1.864.609.4704

**NAME** *(Please Print)*

**PREFERRED NAME**

**NAME OF AGENCY OFFICE/NUMBER**

**SUPERVISOR'S NAME / I NUMBER**

**Instructions:**

Send Independent Producer Agreement via mail once executed. Note: Everything on the list below must be signed and returned to the Home Office.

Checked Off  
By:

**Home Office Use Only:**

**SD/MA/AGT**

**HO PA FA C C/B**

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				1. Independent Producer Contact Sheet
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				2. Producer Marketing Organization Agreement
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				3. Producer Application for Appointment
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				4. Entity / Individual Appointment Certification for Override Commissions
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				5. Consent & Authorization
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				6. Assignment of Commission
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				7. Sales Practice Acknowledgement for RBC ExpressTerm
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				8. State Licenses (only if licensed in New Mexico)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>		9. Agent Appointment/Compensation Hierarchy
<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>		10. Annualization Addendum
<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>		11. Product/Carrier Grid
<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		12. W-9
<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>			13. Required ACH Information
<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>			14. Copy of Voided Check
						15. Technical Requirements
						16. Producer Solicitation Chart
<input type="checkbox"/>	<input type="checkbox"/>				<input type="checkbox"/>	17. Lifesource Producer Agreement

**Home Office Use Only:**

Date Received in Home Office: _____		Criminal _____
		NIPR _____
Individual: "I" Number _____	Agent Acct. Number _____	AML _____
Company: "I" Number _____	Agent Acct. Number _____	Vector _____
		Sircon _____



**INDEPENDENT PRODUCER  
CONTACT SHEET**

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

Phone: 1.864.609.8011 Fax: 1.864.609.4704

First Name \_\_\_\_\_ Last Name \_\_\_\_\_

Home Address \_\_\_\_\_

\_\_\_\_\_

City	State	Zip Code
------	-------	----------

Home Telephone Number ( \_\_\_\_ ) \_\_\_\_\_

Cell Phone/Pager Number ( \_\_\_\_ ) \_\_\_\_\_

Email Address \_\_\_\_\_

**Please Print Clearly**



PRODUCER / MARKETING ORGANIZATION AGREEMENT

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

Phone: 1.864.609.8011 Fax 1.864.609.4704

Name: Address:
Check one: [ ] Producer/Agent [ ] Marketing Organization

This agreement is between LIBERTY LIFE INSURANCE COMPANY, a South Carolina corporation (the "Company") and the above named producer or marketing organization ("You"). The parties agree as follows:

Authority. (a) The Company authorizes You to perform the following acts, provided they are performed in accordance with the Company's rules and procedures and applicable law:

- (1) solicit and submit applications for the insurance products set forth in the 1099 Agent Commission Grid to this agreement (the "Products"), provided You are licensed and appointed by the Company, personally or through licensed and appointed agents as appropriate, to solicit the Products;
(2) collect initial premium payments for Products solicited by You through checks (or other payment methods as prescribed by the Company) made payable to the Company;
(3) promptly deliver contracts for Products ("Contracts") when all requirements for delivery as prescribed by the Company have been met;
(4) service Contract owners; and
(5) recruit and recommend licensed agents for appointment with the Company.

(b) You may exercise this authority only in jurisdictions in which the Company is licensed to transact business, the Products are available, and You are licensed and appointed with the Company. The Company may appoint other agents in this same territory and has the right, either directly or through other agents, to sell, solicit or negotiate other products and services to customers whose policies were written by You. In all respects, Your relationship with the Company in Your performance of acts under this agreement is that of an independent contractor and not an employee. You have no power or authority to represent the Company other than as expressly granted by the Company in this agreement. You have no authority to and shall not attempt to:

- (1) alter, modify, waive or change any of the terms, rates, or conditions of the Company's policies, contracts, or forms or extend the time for paying any premiums to the Company or bind the Company by making any promises about any policy benefits;
(2) receive any money due or to become due to the Company, except in exchange for a printed receipt as authorized by the Company;
(3) pay, offer, or permit any rebate of premium as an inducement to any person to purchase any Company product.

Duties. You shall fully comply with all applicable local, state, and federal laws, rules, and regulations governing its activities under this agreement. When acting on behalf of the Company, You shall adhere to the terms, policies, and procedures set forth in the Company's publication, "Terms and Conditions for Doing Business with RBC Insurance in the U.S.," which is hereby incorporated in this agreement and may be amended by the Company at any time. The Company will publish an updated version on its website from time to time. It is Your responsibility to periodically check the Company's web site for updates. The Company shall notify You of any such amendment. You shall not advertise, create, use, or publish the Company's name, logos, trademarks, rates, products, or services without the Company's prior written consent. Your use of the Company's service marks, trademarks, and trade names does not confer a license or ownership rights to You. You shall not issue a press release regarding the parties' execution of this agreement, or otherwise publicize the parties' agreement, without the Company's prior written consent.

Compensation. (a) The Company shall pay You compensation in accordance with the 1099 Agent Commission Grid. The Company may revise the 1099 Agent Commission Grid at any time upon written notice to You. Any change to the 1099 Agent Commission Grid does not apply to Contracts effective before the effective date of the change. The commissions payable under this agreement are compensation in full for all services performed and all expenses incurred by You. The Company may charge back commissions received by You in accordance with the 1099 Agent Commission Grid. You shall repay to the Company unpaid chargebacks attributable to You and your agents. In addition to any other available remedies, the Company may apply any compensation payable to You against any debt owed by You to the Company. The Company may charge interest up to the legal rate on any debt owed by You to the Company. All payments toward a debt owed to the Company will be applied first to interest and then to principal. You shall pay all costs and expenses incurred by the Company in recovering any amount owed by You, including attorney's fees and court costs, if any. The amount of these costs and expenses are to be added to the principal balance of Your debt to the Company. The terms of this subsection are to survive termination of this agreement.

(b) No assignment of commissions or other compensation under this agreement is valid unless it is made in accordance with applicable state insurance laws and regulations and unless the Company authorizes and acknowledges it in writing. The Company assumes no responsibility for the validity or sufficiency of any assignment made by You.

**Indemnification.** (a) "Indemnifiable Losses" means the aggregate of Losses and Litigation Expenses. "Litigation Expense" means any court filing fee, court cost, arbitration fee or cost, witness fee, and each other fee and cost of investigating and defending or asserting a claim for indemnification under this section, including, without limitation, in each case, attorneys' fees, other professionals' fees, and disbursements. "Loss" means any liability, loss, claim, settlement payment, cost and expense, interest, award, judgment, damages (including punitive damages), diminution in value, fines, fees and penalties or other charge, other than a Litigation Expense. "Third Party Claim" means a claim, action, suit, or proceeding brought by a third party against the Company.

(b) You shall indemnify the Company against all Indemnifiable Losses arising out of or relating to the actual or alleged:

- (1) inaccuracy of any of Your representations in this agreement;
- (2) breach by You of any warranty or covenant in this agreement;
- (3) violation of any applicable insurance law or regulation by You and/or Your employees; and
- (4) any negligent, reckless or intentional act or omission of You and/or Your employees and independent contractors.

(c) The Company shall promptly notify You in writing of any claim, event or fact that may give rise to a claim by the Company against You based on this agreement, stating the nature and basis of the claim, event or fact and the amount, to the extent known, provided that the failure to notify You will not relieve You from any liability under this section, except to the extent that You are damaged as a result of the failure to give that notice. The Company has the sole right to control the defense of the Third Party Claim. After sending You notice of a Third Party Claim, the Company may contest the Third Party Claim as it determines or make a reasonable payment, settlement, or compromise of the Third Party Claim. You shall pay for the reasonable Litigation Expenses incurred by the Company in defense of a Third Party Claim. Reasonableness for purposes of Litigation Expenses and payments, settlements, or compromises is to be determined by all of the circumstances surrounding the claim, including without limitation the nature of the claim, the amount of the claim, and the jurisdictions involved. This indemnification is in addition to any liability You may otherwise have. The terms of this section are to survive termination of this agreement.

**Damages; Remedies.** Except for a breach of the confidentiality covenants of this agreement, neither party is liable to the other for any special, indirect, or consequential damages arising out of or related to this agreement. Any remedy provided in this agreement is cumulative and not exclusive of any and all other rights and remedies available at law or in equity. The terms of this section are to survive termination of this agreement.

**The Company's Property.** All materials supplied to You by or on behalf of the Company, in whatever form, including without limitation, manuals, forms, supplies, sales brochures, software, policyholder records, or lists of policy owners or insured persons belong to the Company. You shall not share that property, or any copies or derivatives of that property, or divulge the information contained within it to any third party without the prior written consent of the Company. Upon termination of this agreement, You shall promptly deliver that property to the Company. While You are in possession of that property, You shall not use that property for any purpose except its performance under this agreement. You represent and covenant that you have and shall maintain all necessary licenses for all computer hardware, software, materials, and business processes You use in your performance under this agreement.

**Books and Records.** You shall keep the records related to business produced under this agreement as may be required by the Company and as required under applicable laws and regulations. You shall make all accounts, correspondence, or other records pertaining to Your performance and Your agents' performance under this agreement available for inspection by the Company or its representative during business hours.

**Errors and Omissions Coverage.** You shall maintain, at Your own expense, errors and omissions insurance with deductibles and minimum limits as published from time to time by the Company, covering Your activities under this agreement. You shall deliver to the Company a certificate of insurance evidencing the above insurance coverage upon the Company's request.

**Term; Termination.** (a) This agreement is to continue until terminated as provided in this section. The Company, You, or the marketing organization (if any) that recommended Your appointment with the Company may terminate this agreement upon 30 days written notice to the other party or parties.

(b) This agreement terminates upon Your dissolution or liquidation, Your death (if You are a natural person), or (if You are a partnership) the death of any partner of the partnership. Either party may terminate this agreement upon written notice to the other party if the other party:

- (1) becomes bankrupt or insolvent;
- (2) is disqualified or suspended to do business under any applicable state or federal law where that party's ability to perform its duties under this agreement is materially impaired;
- (3) commits an act of fraud, dishonesty, misrepresentation or conversion of funds relating to this agreement;
- (4) commits a material breach of this agreement; or
- (5) commits a material violation of any federal, state, or local law or regulation applicable to insurance business.

(c) If this agreement is terminated under the paragraph (a) or (b) of this section, commissions will immediately cease and the Company will not be liable to You for further compensation under this agreement.

**No Waiver.** No provision of this agreement may be waived, except in writing executed by the party against whom the waiver is sought to be enforced. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. A

waiver made in writing on one occasion is effective only in that instance and only for the purpose that it is given and is not to be construed as a waiver on any future occasion or against any other person.

**Severability.** If any provision of this agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this agreement remain in full force, if the essential terms and conditions of this agreement for each party remain valid, binding, and enforceable.

**Governing Law.** The laws of the State of South Carolina (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this agreement and the relationship of the parties.

**Assignment.** You shall not assign Your rights or delegate Your performance under this agreement without the express written consent of the Company. Any purported assignment of rights or delegation of performance in violation of this section is void. If You validly assign Your rights in accordance with this section, a contemporaneous delegation is deemed to have occurred and that assignee is deemed to have assumed Your performance obligations in favor of the Company, except if in either instance there is evidence to the contrary.

**Notices.** The parties shall provide all notices, requests, demands, or other communications under this agreement (each being a "Notice") in writing to the last known address of the party on file with the other party, if different from the address appearing in this agreement. If a Notice is delivered by mail, it is deemed to have been received upon the earlier of receipt or five days after being deposited in the mail.


**Entire Agreement.** This agreement, the attached schedules, and any attached addenda constitute the final agreement between the parties. It is the exclusive expression of the parties' agreement on the matters contained in this agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this agreement are expressly merged into and superseded by this agreement. The provisions of this agreement may not be explained, supplemented, or qualified through evidence of trade usage or a prior course of dealings. The parties may amend this agreement only by a written agreement of the parties, except that the 1099 Agent Commission Grid may be revised as stated in this agreement.

**This agreement is effective on the date signed by the Company.**

**PRODUCER / AGENT / MARKETING ORGANIZATION**

**X** \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**LIBERTY LIFE INSURANCE COMPANY**

By:  \_\_\_\_\_ Date: \_\_\_\_\_  
Erik Buggé  
Senior Vice President



**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

Fax: 1.864.609.4704 or 864.609.8011

**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?     No     Yes    App Sign State \_\_\_\_\_ App Sign Date \_\_\_\_\_  
*(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 (\_\_\_\_) \_\_\_\_\_ FAX (\_\_\_\_) \_\_\_\_\_

Date of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_ E-mail Address \_\_\_\_\_

Mother's Maiden Name \_\_\_\_\_ *(Needed for enrollment to access policy information on-line)*

**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, pled nolo contendere to, 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 agent, owner, partner, officer or director, ever been involved in or fined as a result of an administrative proceeding regarding any professional or occupational license, including but not limited to insurance and securities 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>Even if disputed by you, has any demand ever been made or judgment rendered against you for overdue monies by an insurer, insured or producer, and/or have you been subject to a bankruptcy proceeding in the past seven years?</p> <p>If you answer yes, submit a statement summarizing the details of the indebtedness and arrangements for repayment, type and location of bankruptcy along with a copy of bankruptcy discharge papers.</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?</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 appointment with Liberty Life Insurance Company, and  b) Certified copies of all relevant documents.</p>	<input type="checkbox"/>	<input type="checkbox"/>
7.	<p>Have you completed Anti Money Laundering training and if so, when was the last date you completed it?</p> <p>Date of last completion: _____</p> <p>Pre-approved course providers include, LIMRA, RegEd, and Broker Dealer Sponsored courses.</p> <p>a) If you answered yes, what course provider did you complete your AML training through? _____</p> <p>b) If you answered yes and your course completion is through a pre-approved provider above other than LIMRA, attach a copy of the certificate of course completion to this application.</p> <p>c) If course completion is through another life insurance company or course provider other than those approved above, attach a copy of the course outline to this application. Approval is subject to review.</p>	<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. I have reviewed the Terms and Conditions for doing business with Liberty Life Insurance Company including the Contracting and Appointment standards and believe I meet the standards required by the Company. Liberty Life Insurance Company retains sole authority to terminate any appointments subject to applicable laws and regulations.

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

**SIGNATURE**

**X**

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

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



**ENTITY/INDIVIDUAL**  
**APPOINTMENT CERTIFICATION FOR OVERRIDE COMMISSIONS**  
**(SELLING, SOLICITING AND NEGOTIATING)**

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As a part of your appointment with RBC Insurance, we need to obtain some additional information about your organization and how it interacts or doesn't interact with clients who purchase life insurance and annuity products. Currently, the following states require any entity or individual that receives override commissions from the sale of life insurance and annuity products to be licensed: Alabama, Florida, Georgia, Kentucky, Mississippi, Montana, New Hampshire, New Jersey, New Mexico, Nevada, Pennsylvania, South Carolina, South Dakota, Utah, Virginia and West Virginia. In the remaining states, an entity or individual must be licensed to receive override commissions from the sale of life insurance and annuity products ONLY when the agency\* is involved in the actual sale, solicitation or negotiation of life insurance and annuity products in that state.

*\*Please note that a principal officer must also be appointed in these remaining states.*

#### **WHAT IS SELLING, SOLICITING AND NEGOTIATING?**

The NAIC (National Association of Insurance Commissioners) in the Producer Licensing Model Act (PLMA) and those states adopting the PLMA define these terms as follows:

**Sell** - to exchange a contract of insurance by any means, for money or its equivalent, on behalf of any insurance company.

Examples:

- To indicate that requested coverage is or will be bound or issued
- To bind coverage

**Solicit** - attempting to sell insurance or asking or urging a person to apply for a particular kind of insurance from a particular company. Example:

- To disseminate information as to rates secured by reference to a published or printed list or computer database of standard rates

**Negotiate** - the act of conferring directly with or offering advice directly to a purchaser or prospective purchaser of a particular contract of insurance concerning any of the substantive benefits, terms or conditions of the contract, provided that the person engaged in that act either sells insurance or obtains insurance from insurers for purchasers. Examples:

- To explain, discuss, or interpret coverage, analyze exposures or policies, or give opinions or recommendations as to coverage
- To discuss the effect of age, health or other risk-related conditions of the prospective policyholder
- To counsel, urge or advise any prospective purchaser to buy a particular policy or to insure with a particular company

An excellent guideline for determining whether an unlicensed person/business entity is selling, soliciting or negotiating is provided in Arizona Bulletin 2001-14. This bulletin was issued by the Arizona Department of Insurance after the state's adoption of the NAIC Producer Licensing Model Act. The commission section of this bulletin provides the following:

"...An example of permissible commission sharing would be if an insurance producer rents office space from an unlicensed entity for which rent is based on commissions received (as long as the unlicensed entity does not sell, solicit or negotiate). Insurance producers are encouraged to broadly interpret the definitions of 'sell,' 'solicit,' and 'negotiate' provided in A.R.S. §20-281 before sharing commissions with a person that does not hold an Arizona insurance producer license."

**RBC Insurance will appoint your organization only where it is required. Please complete the information on the back of this form and return along with appointment paperwork.**

Please complete the information on this page as it pertains to you or your sales organization.

Company

Individual

YES, we have licensed agents in these states and they sell, solicit or negotiate (as defined by the NAIC) under our entity name

We have licensed agents in these states, but they DO NOT sell, solicit or negotiate (as defined by the NAIC) under our entity name

- |   |   |
|---|---|
| <input type="checkbox"/> All states           | <input type="checkbox"/> Missouri       |
| <input type="checkbox"/> Alabama              | <input type="checkbox"/> Montana        |
| <input type="checkbox"/> Alaska               | <input type="checkbox"/> Nebraska       |
| <input type="checkbox"/> Arizona              | <input type="checkbox"/> Nevada         |
| <input type="checkbox"/> Arkansas             | <input type="checkbox"/> New Hampshire  |
| <input type="checkbox"/> California           | <input type="checkbox"/> New Jersey     |
| <input type="checkbox"/> Colorado             | <input type="checkbox"/> New Mexico     |
| <input type="checkbox"/> Connecticut          | <input type="checkbox"/> North Carolina |
| <input type="checkbox"/> Delaware             | <input type="checkbox"/> North Dakota   |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Ohio           |
| <input type="checkbox"/> Florida              | <input type="checkbox"/> Oklahoma       |
| <input type="checkbox"/> Georgia              | <input type="checkbox"/> Oregon         |
| <input type="checkbox"/> Hawaii               | <input type="checkbox"/> Pennsylvania   |
| <input type="checkbox"/> Idaho                | <input type="checkbox"/> Rhode Island   |
| <input type="checkbox"/> Illinois             | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Indiana              | <input type="checkbox"/> South Dakota   |
| <input type="checkbox"/> Iowa                 | <input type="checkbox"/> Tennessee      |
| <input type="checkbox"/> Kansas               | <input type="checkbox"/> Texas          |
| <input type="checkbox"/> Kentucky             | <input type="checkbox"/> Utah           |
| <input type="checkbox"/> Louisiana            | <input type="checkbox"/> Vermont        |
| <input type="checkbox"/> Maine                | <input type="checkbox"/> Virginia       |
| <input type="checkbox"/> Maryland             | <input type="checkbox"/> Washington     |
| <input type="checkbox"/> Massachusetts        | <input type="checkbox"/> West Virginia  |
| <input type="checkbox"/> Michigan             | <input type="checkbox"/> Wisconsin      |
| <input type="checkbox"/> Minnesota            | <input type="checkbox"/> Wyoming        |
| <input type="checkbox"/> Mississippi          |   |

- |   |   |
|---|---|
| <input type="checkbox"/> All states           | <input type="checkbox"/> Missouri       |
| <input type="checkbox"/> Alabama              | <input type="checkbox"/> Montana        |
| <input type="checkbox"/> Alaska               | <input type="checkbox"/> Nebraska       |
| <input type="checkbox"/> Arizona              | <input type="checkbox"/> Nevada         |
| <input type="checkbox"/> Arkansas             | <input type="checkbox"/> New Hampshire  |
| <input type="checkbox"/> California           | <input type="checkbox"/> New Jersey     |
| <input type="checkbox"/> Colorado             | <input type="checkbox"/> New Mexico     |
| <input type="checkbox"/> Connecticut          | <input type="checkbox"/> North Carolina |
| <input type="checkbox"/> Delaware             | <input type="checkbox"/> North Dakota   |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Ohio           |
| <input type="checkbox"/> Florida              | <input type="checkbox"/> Oklahoma       |
| <input type="checkbox"/> Georgia              | <input type="checkbox"/> Oregon         |
| <input type="checkbox"/> Hawaii               | <input type="checkbox"/> Pennsylvania   |
| <input type="checkbox"/> Idaho                | <input type="checkbox"/> Rhode Island   |
| <input type="checkbox"/> Illinois             | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Indiana              | <input type="checkbox"/> South Dakota   |
| <input type="checkbox"/> Iowa                 | <input type="checkbox"/> Tennessee      |
| <input type="checkbox"/> Kansas               | <input type="checkbox"/> Texas          |
| <input type="checkbox"/> Kentucky             | <input type="checkbox"/> Utah           |
| <input type="checkbox"/> Louisiana            | <input type="checkbox"/> Vermont        |
| <input type="checkbox"/> Maine                | <input type="checkbox"/> Virginia       |
| <input type="checkbox"/> Maryland             | <input type="checkbox"/> Washington     |
| <input type="checkbox"/> Massachusetts        | <input type="checkbox"/> West Virginia  |
| <input type="checkbox"/> Michigan             | <input type="checkbox"/> Wisconsin      |
| <input type="checkbox"/> Minnesota            | <input type="checkbox"/> Wyoming        |
| <input type="checkbox"/> Mississippi          |   |

**CERTIFICATION BY BUSINESS ENTITY/INDIVIDUAL TO SELL, SOLICIT, OR NEGOTIATE INSURANCE AND RECEIVE OVERRIDE COMMISSIONS**

I, \_\_\_\_\_, designated agent or principal for  
*Full Name (please print)*

\_\_\_\_\_, hereby  
*Full Entity/Individual Name (please print)*

to the best of my knowledge certify that the information above is accurate.

\_\_\_\_\_  
*Signature of Designated Agent or Principal*

\_\_\_\_\_  
*Date*



**CONSENT & AUTHORIZATION**

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

Phone: 1.864.609.8011  
Fax 1.864.609.4704

You have applied to Liberty Life Insurance Company (RBC Insurance®) for appointment to sell insurance as a representative or are currently under contract to sell insurance as a representative for RBC Insurance. In connection with your appointment application, RBC Insurance will obtain one or more consumer reports and/or investigative reports from a consumer-reporting agency for the purpose of evaluating your qualifications for being appointed as an insurance producer with RBC Insurance. Such report may contain information bearing on your credit worthiness, character, general reputation, and personal characteristics obtained from public records sources, references supplied by you, and interviews with your neighbors, friends, acquaintances and previous employers. RBC Insurance may also access school, financial institution, National Insurance Producer Registry, law enforcement and other government agency records pertaining to you. You have the right to receive, upon written request, additional disclosures regarding the nature and scope of the investigation and a summary of your rights under the Fair Credit Reporting Act.

I understand that a consumer and/or investigative report will be obtained as described above, and authorize the release of such information to RBC Insurance without restriction or qualification. Facsimile and photocopies of this authorization may be accepted with the same authority as the original, and I specifically waive any notice from any present or former employer who may provide information based on this authorization. I further authorize RBC Insurance to use my social security number in its files pertaining to me for Income Tax and identification purposes.

These authorizations shall be valid until revoked in writing by the Applicant, or until the Applicant's appointment with RBC Insurance is terminated, or 12 months after the Applicant ceases to receive any commission earnings from or through RBC Insurance, whichever occurs first.

Date at \_\_\_\_\_ This \_\_\_\_\_ Day of \_\_\_\_\_, 20 \_\_\_\_\_

**SIGNATURE**

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

**X**

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



**ASSIGNMENT OF COMMISSION**

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

Phone: 1.864.609.8011 Fax: 1.864.609.4704

**Note: Only applicable if assigning commissions to an Agency.**

**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

\_\_\_\_\_ 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 \_\_\_\_\_ .

**X**  
\_\_\_\_\_  
Witness Signature

**X**  
\_\_\_\_\_  
Assignor Signature

**ACKNOWLEDGMENT:**

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

**RBC Insurance**

By Eric Bugge

Date \_\_\_\_\_

Title Senior Vice President



**INTRODUCTION TO RBC *ExpressTERM***

RBC *ExpressTERM* delivers quality term life insurance with convenience, speed and simplicity. In a brief session of about 15 minutes an applicant can get a quote, apply, sign and have a policy issued. With no medical exam - applicants answer just a few health questions - RBC *ExpressTERM* fills an important niche for agents and clients who want to meet specific insurance needs with maximum speed and minimum hassle.

The unique nature of the RBC *ExpressTERM* value proposition and online environment of the sales experience require special attention to several important factors to ensure that sales are conducted in a way that protects the rights and interests of agents, applicants and the insurer. **This acknowledgement is designed to give you an understanding of these important sales practices and to record your agreement to comply with them.**

**PRODUCT HIGHLIGHTS**

- Online application, signature and policy delivery in about 15 minutes
- No medical exam - just a few health questions
- Coverage from \$25,000 to \$250,000 (\$200,000 in ME, MN)
- 10, 15, 20 and 30-year term options
- Optional Accidental Death and Child riders
- Credit card or monthly bank draft payment options

**THE RIGHT CUSTOMER FOR RBC *EXPRESSTERM***

RBC *ExpressTERM* can become an important offering in your term life portfolio. However, misunderstanding or misuse can cause difficulty or frustration for both agents and their customers. Here are some principles to keep in mind when evaluating if an opportunity is a good fit or not.

Good Fit	Questionable Fit
<ul style="list-style-type: none"> <li>• Simple or single insurance needs</li> <li>• Younger applicants</li> <li>• Good to excellent health</li> <li>• Value speed and convenience over low cost</li> <li>• Desire minimum underwriting hassles</li> </ul>	<ul style="list-style-type: none"> <li>• Multiple or complex insurance needs</li> <li>• Value low cost over speed and convenience</li> <li>• Questionable or impaired health history</li> <li>• Prefer routine underwriting</li> </ul>

**PRODUCT BUNDLING**

RBC *ExpressTERM* is an individual term life insurance plan. It **MUST BE** advertised, offered, quoted and applied for as distinct from any other health insurance, life insurance or non-insurance product or service offering and **MAY NOT** be "bundled" with any other such offering.

**FRAUD PREVENTION**

As an appointee of Liberty Life Insurance Company, you must agree to adhere to the following practices when selling RBC *ExpressTERM*:

- **You must interview the proposed insured directly**, not someone acting on their behalf.
- The **owner, insured and payer must be the same person** at the time of application and issue. (Other arrangements may be made through customer service once the policy is issued. However, post issue changes should not be used to circumvent our guidelines or applicable law, such as regarding Stranger Owned Life Insurance.)
- The application **underwriting questions must be read verbatim** to the proposed insured and the **answers must be accurately recorded**.
- The e-mail address provided by the applicant for e-signature and correspondence **must be accessible to the proposed insured**. Never use your own e-mail address or one the applicant does not have access to.

**ACKNOWLEDGEMENT**

- I have read and agree to comply with the sales practices outlined in this acknowledgement.
- I have received product training and/or will engage in the training opportunities available to me prior to any sales activities for RBC *ExpressTERM*. I understand I can access training and additional product information on the RBC *ExpressTERM* Web site.
- If I fail to comply with the sales practices outlined herein, I understand that Liberty Life Insurance Company has the right terminate my appointment to sell RBC *ExpressTERM*.

X \_\_\_\_\_ Date: \_\_\_\_\_

Agent Name (*Print*): \_\_\_\_\_



**STATE LICENSE(S)**

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

Phone: 1.864.609.8011 Fax 1.864.609.4704

## **Insert copy of your license if licensed in New Mexico**

**(We do not need a copy if you are licensed in any other state)**



**AGENT APPOINTMENT/COMPENSATION  
HIERARCHY LEVELS TRANSMITTAL**

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

Phone: 1.864.609.8011 Fax: 1.864.609.4704

Recruiting Organization Name: \_\_\_\_\_

Agent Name: \_\_\_\_\_

**Instructions:**

Complete the grid below indicating what commission should be paid to whom.

**Complete the appropriate hierarchy information below.**

<b>Agent/Agency Name</b>	<b>Compensation Level</b>
	<b>GA</b>
	<b>EGA</b>
	<b>IGA</b>
	<b>SGA</b>



ANNUALIZATION ADDENDUM TO
PRODUCER / MARKETING ORGANIZATION AGREEMENT

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

Phone: 1.864.609.8011 Fax 1.864.609.4704

Name: Address:
Check one: [ ] Producer/Agent [ ] Marketing Organization

This addendum to the Producer/Marketing Organization Agreement is between LIBERTY LIFE INSURANCE COMPANY (the "Company") and the above named producer or marketing organization ("You").

You and the Company have entered into, or are simultaneously with this addendum entering into, a producer/marketing organization agreement (the "Agreement"). The parties wish to supplement the compensation terms of the Agreement.

Therefore, the parties agree as follows:

- 1. Annualization of Commissions. Notwithstanding anything to the contrary in the commission schedules of the Agreement, for which the Company pays the writing agent 75% advanced commissions on all Company Life and Health first year premiums.

Advanced amounts will be paid upon the Policy being Settled. As-earned amounts will be paid beginning with the receipt of the premium for the tenth Policy month. The advanced amount is limited to \$3,000 per Policy. Upon reaching this limit, the Company shall pay any additional commissions due on an as-earned basis. Upon 30 days written notice to You, You shall pay the Company a fee not to exceed 2% of the advanced commission balance. The Company may charge this fee only once per dollar of advanced commissions. The Company may cease advancing commissions at any time upon notice to You.

- 2. Supplement. This addendum supplements the Agreement. Except as modified in this addendum, all terms and conditions of the original Agreement remain in full force and effect.

This addendum is effective on the date signed by the Company.

If you do not want to be advanced, please check "As Earned" below:

[ ] As Earned

PRODUCER / AGENT / MARKETING ORGANIZATION

X \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

TOP LEVEL SALES ORGANIZATION (if applicable)

X \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

LIBERTY LIFE INSURANCE COMPANY

By: Erik Buggé

Date: \_\_\_\_\_

Erik Buggé
Senior Vice President

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

Phone: 1.864.609.8011 Fax 1.864.609.4704

**Please check the products/carriers you are interested in selling:**

**AML Required**

- 1. Bisys/Crump
- 2. Fixed Annuities
- 3. Index Universal Life
- 4. Whole Life

**AML Not Required**

- 1. Cancer
- 2. Critical Illness
- 3. Term
- 4. Express Term II

Name of recruiting organization (if applicable): \_\_\_\_\_

If none please indicate N/A

## Request for Taxpayer Identification Number and Certification

**Give form to the  
 requester. Do not  
 send to the IRS.**

<b>Print or type See Specific Instructions on page 2</b>	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ .....	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

<b>Social security number</b>
+

**or**

<b>Employer identification number</b>
+

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

### Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.**

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

## Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

**Exempt payees.** Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
  2. The United States or any of its agencies or instrumentalities,
  3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
  4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
  5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
  7. A foreign central bank of issue,
  8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
  9. A futures commission merchant registered with the Commodity Futures Trading Commission,
  10. A real estate investment trust,
  11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
  12. A common trust fund operated by a bank under section 584(a),
  13. A financial institution,
  14. A middleman known in the investment community as a nominee or custodian, or
  15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt recipients 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.socialsecurity.gov](http://www.socialsecurity.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup>List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup>Circle the minor's name and furnish the minor's SSN.

<sup>3</sup>You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

<sup>4</sup>List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



**REQUIRED ACH INFORMATION**

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

1.864.609.8011  
Fax: 1.864.609.4704

**RBC Insurance will not be able to process your commissions without this information.  
Complete and return with a voided check in your contracting package.**

Vendor / Agent / Agency Name \_\_\_\_\_

Vendor / Agent / Agency Address \_\_\_\_\_

Vendor / Agent / Agency Zip Code \_\_\_\_\_

Fax Number (If non, please indicate by N/A) \_\_\_\_\_

Contact Name \_\_\_\_\_

Contact Telephone Number \_\_\_\_\_

Contact Email Address \_\_\_\_\_

Name of Financial Institution \_\_\_\_\_

ABA Routing Number \_\_\_\_\_

Bank Account Number \_\_\_\_\_

Copy / Voided Check Attached \_\_\_\_\_

Authorized by: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

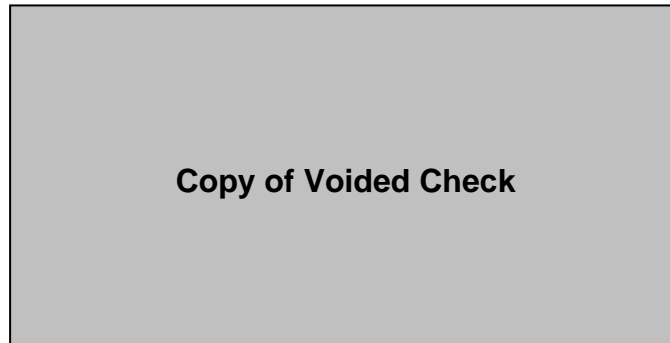
**Liberty Life Insurance Company** PO Box 1389 Greenville, SC 29602-1389  
Overnight address: 2000 Wade Hampton Blvd, Greenville, SC 29615-1064

Phone: 1.864.609.8011 Fax 1.864.609.4704

**NOTHING IN THIS POLICY IS INTENDED TO CREATE OR DOES CREATE AN EXPRESS OR IMPLIED CONTRACT OF EMPLOYMENT OR OTHER CONTRACT. THIS POLICY MAY BE AMENDED OR REVOKED AT ANY TIME WITHOUT ADVANCE NOTICE.**

**Attach a Copy of the Following to This Sheet**

**Voided Check**



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

Phone: 1.864.609.8011 Fax 1.864.609.4704

**Please retain for your files:**

In order to provide you with the latest tools to sell RBC products, we ask that you keep these minimum technical requirements in mind:

**Operating System:** Windows 2000, XP, Millenium, or NT 4.0 with Service pack 2

**Computer System:** IBM PC or compatible PC with Pentium processor

**Hard Disk Space:** 80 MB

**RAM:** 32 MB

**Display Settings:** 256 colors; screen area or desktop resolution 1024 X 768

**Internet Access:** DSL or Broadband

**Internet Browser:** Internet Explorer

**Software:** Microsoft Office including Excel 2003 or later, Adobe Reader 8.0

All other hardware systems or software packages may still run the RBC product tools, but we will not be able to provide assistance if problems arise. We do not support Linux or MAC OS.

**If you have technical issues other than website password resets, please address these with your Sales Director or Marketing Administrator.**

For Virtual Agency or ACS Web password resets, please call: **1-800-269-8299.**

Select Option #1 to reach the Help Desk

Select Option #1 for English

Select Option #3 for RBC Insurance

Select Option #2 for Liberty Life Field Employees

For LifeView, please call **1-888-262-8131.**

For Express Term, you can change passwords from the website.

*\*\* Note: The help desk will only be able to reset passwords. All other questions or issues need to be addressed through your Sales Director or home office contact.*



# PRODUCER SOLICITATION CHART

Liberty Life Insurance Company  
 Mailing address: 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

State	Immediate	Restricted	Comments
AK	X		
AL	X*		<b>*Conditionally Immediate:</b> strict regulatory time frames dictate that any initial application must be forwarded to us within 5 days of date the application was signed by the applicant.
AR	X		
AZ	X		
CA	X		
CO	X		
CT	X		
DC	X		
DE	X		
FL	X		
GA	X*		<b>*Conditionally Immediate:</b> strict regulatory time frames dictate that any initial application must be forwarded to us within 5 days of date the application was signed by the applicant.
HI	X		
IA		X*	<b>*Producers in Iowa are considered “restricted” for indexed annuity and indexed life sales</b> until the company receives proof that the state-mandated CE requirement has been satisfied.
IA	X		For fixed annuity and life sales only.
ID	X		
IL	X		
IN	X		
KS	X *		<b>*Conditionally Immediate:</b> strict regulatory time frames dictate that any initial application must be forwarded to us within 5 days of date the application was signed by the applicant. If not appointed prior to solicitation, an appointed agent must submit an authorization letter with the application.
KY	X *		<b>*Conditionally Immediate:</b> strict regulatory time frames dictate that any initial application must be forwarded to us within 5 days of date the application was signed by the applicant. Producer must suspend solicitations if DOI hasn't given approval within 15 days of the date the first RBC Insurance application was signed by an applicant.
LA	X		
MA	X		
MD	X		
ME	X		
MI	X		
MN	X		
MO	X		
MS	X		
MT	X *		<b>*Conditionally Immediate:</b> strict regulatory time frames dictate that any initial application must be forwarded to us within 5 days of date the application was signed by the applicant.
NC	X*		<b>*Conditionally Immediate:</b> strict regulatory time frames dictate that any initial application must be forwarded to us within 5 days of date the application was signed by the applicant.
ND	X		

State	Immediate	Restricted	Comments
NE	X		
NH	X		
NJ	X		
NM	X		
NV	X		
OH	X		
OK	X		
OR	X		
PA	X *		<b>*Conditionally Immediate:</b> strict regulatory time frames dictate that any initial application must be forwarded to us within 5 days of date the application was signed by the applicant.
RI	X		
SC	X		
SD	X		
TN	X		
TX	X		<b>*Conditionally Immediate:</b> strict regulatory time frames dictate that any initial application must be forwarded to us within 5 days of date the application was signed by the applicant.
UT	X		
VA	X *		<b>*Conditionally Immediate:</b> strict regulatory time frames dictate that any initial application must be forwarded to us within 5 days of date the application was signed by the applicant.
VT	X		
WA	X*		<b>*Conditionally Immediate:</b> strict regulatory time frames dictate that any initial application must be forwarded to us within 5 days of date the application was signed by the applicant.
WI	X *		<b>*Conditionally Immediate:</b> strict regulatory time frames dictate that any initial application must be forwarded to us within 5 days of date the application was signed by the applicant.
WV	X		
WY	X		

**"Immediate"** means that a producer may solicit the Company's products prior to being appointed. If the producer is not appointed prior to solicitation, the producer must submit the appointment paperwork to the Company at the same time the initial life insurance or annuity application is submitted. (Note: Producers in Iowa are considered "restricted" for indexed annuity and indexed life sales, until the company receives proof that the state-mandated CE requirement has been satisfied.) It is critical that producers meet the Company's Contracting and Appointing Standards as referenced on page 2 prior to submitting business with the Company. Requests for appointments in "Immediate" states (all states except Georgia resident and North Carolina resident and non-resident) prior to the submission of an application will be acknowledged with a welcome letter from our Producer Administration department and an agent number will be assigned. **RBC Insurance does not finalize appointment with the state until the producer's first application is received. Appointment with RBC is dependent upon a successful background check.**

**"Restricted"** means that a producer may not solicit the Company's products prior to receiving permission from the Company. All states are considered "Restricted" for RBC Express Term Call Center Producers. These producers cannot solicit this line of business until they receive confirmation of authority from the Company. Requests for appointments in "Restricted" states (Georgia and North Carolina resident and non-resident) are required prior to the submission of an application. Please let us know on the contracting paperwork if the producer is licensed and plans to sell RBC Insurance products in these states and we will initiate the appointment for these states immediately. A producer must receive confirmation from our Producer Administration department before taking an application for RBC Insurance products in these states.

For RBC Express Term Producers licensed in other states other than Georgia and North Carolina: These producers will be appointed in at least one state prior to submitting business with the Company. For other states where they may be licensed, they will have "just in time" appointment status.

\* **"Conditionally Immediate"** means that the producer may solicit the Company's products prior to being appointed. If the producer is not appointed prior to solicitation, he/she must submit the appointment paperwork to the Company at the same time the initial life insurance or annuity application is submitted. Strict regulatory time frames dictate that any initial application must be forwarded to the Company within 5 days of date the application was signed by the applicant. **It is critical that producers meet the Company's Contracting and Appointing Standards as referenced on page 2 prior to submitting business with the Company.**

If the producer does not forward the application to the home office within 5 days of the date the application was signed by the applicant, the producer runs the risk that the Company will not be able to pay commissions when the policy/contract is issued if regulatory time frames are violated.

**"Solicit"** or **"solicitation"** means presenting a Company covered life insurance or annuity product to a prospective buyer, with or without a specific quote.

## Producer Agreement

This Producer Agreement (“Agreement”) is by and between Crump Life Insurance Services, Inc. (“Crump”), the Producer named below (the “Producer”), and its affiliated insurance agency, if applicable (“Producer Agency”) (collectively the “Producer”).

Name: \_\_\_\_\_  
*Last First M.I*

Corporation Name: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Social Security/Tax ID #: \_\_\_\_\_ E-mail: *(required)* \_\_\_\_\_

*PLEASE PRINT CLEARLY – COMPLETE, SIGN, AND FAX TO 717.703.4810*

WHEREAS, Crump is a general agent, managing general agent, and/or broker for insurance carriers under various contracts (“Crump Carriers”) and has the authority to recommend the appointment of the Producer to sell the insurance products of Crump Carriers; and

WHEREAS, Producer desires to be appointed through Crump to access such insurance products from Crump Carriers;

NOW THEREFORE, in consideration of the foregoing and the mutual provisions hereinafter set forth and for other good and valuable consideration and intending to be legally bound hereby, the parties hereto agree as follows:

- 1) The Producer shall comply with all (i) federal, state and local laws, regulations and rules applicable to the Producer’s solicitation of insurance products, and (ii) all rules, policies, procedures and standards which are provided to the Producer by Crump or by any Crump Carrier.
  - a) The Producer shall be fully responsible for monitoring the information posted to the Crump Bulletin or Carrier Bulletin section of the [www.CrumpLifeInsurance.com](http://www.CrumpLifeInsurance.com) web site.
  - b) The Producer shall hold the appropriate insurance license(s) in the state of solicitation and in the state where the application is signed prior to submitting an application for insurance to Crump.
  - c) The Producer shall complete pre-contracting or appointment paperwork with the Crump Carrier prior to soliciting the sale of a product, if required.
  - d) The Producer shall not alter, modify, waive, or amend any of the terms, rates or conditions of any advertisement, brochures, applications, policies, contracts or other materials provided to the Producer by Crump or any Crump Carrier unless submitted and approved in writing by Crump and/or the Crump Carrier. The Producer shall not create any materials that reference Crump or Crump Carriers unless submitted and approved in writing by Crump and/or the Crump Carrier.
- 2) The Producer shall at all times maintain liability insurance covering the Producer and the Producer’s agents and employees against claims for damages based on actual or alleged professional errors or omissions in an amount and with an insurer reasonably acceptable to Crump. Proof of such insurance coverage shall be furnished to Crump upon request and Producer shall notify Crump immediately if for any reason such insurance coverage ceases to be in effect.
- 3) The Producer agrees that Crump has a right of offset against all commissions and any other compensation payable by Crump to Producer under this Agreement or under any other existing or future agreement with Crump, as security for the payment of any existing or future debit balance or other indebtedness of Producer to Crump. Crump may at any time and from time to time, with or without notice or judicial action, exercise such right by offsetting such indebtedness against any commissions and other compensation otherwise due to Producer. This right of offset shall not be extinguished by the termination of this Agreement or any other agreement. The Producer shall immediately repay to Crump all compensation received from policies in which premiums have been returned or in which the policy has been subject to recapture or in which Crump is otherwise charged back or in which the Producer has been overpaid. The Producer agrees that any reasonable attorneys’ fees associated with the collection of such compensation shall be the responsibility of and shall be reimbursed by the Producer to Crump.
- 4) The Producer certifies that he or she has never been convicted of a federal or state felony involving dishonesty or breach of trust; or if so, that Producer has received written authorization from the applicable state insurance commissioner specifically

referencing Section 1033 of the Violent Crime Control and Law Enforcement Act of 1994, subsection (3)(2) granting permission to work in the insurance industry.

- 5) The Producer will use his/her best efforts to place the sale of insurance products through Crump with Crump Carriers, when Crump has provided marketing support, advanced sales, new business or underwriting support on the sale.
- 6) Each party to this Agreement shall indemnify and hold harmless the other party against any and all claims, actions, damages, losses and liabilities (including, without limitation, reasonable attorneys' fees) (collectively "Losses") arising from (a) any wrongful, unlawful, or tortious act or omission, or allegedly wrongful, unlawful or tortious act or omission, or (b) any failure to comply with any obligation under this Agreement, in each case on the part of the indemnifying party or any of the indemnifying party's agents or employees. Notwithstanding the foregoing, neither party shall be obligated to indemnify the other party for the amounts of any Losses which have actually been reimbursed pursuant to errors and omissions liability insurance maintained by the other party.
- 7) The Producer shall at all times comply with all applicable insurance regulations and all other applicable state and federal laws and regulations. This includes, but is not limited to:
  - a) Title V of the Gramm-Leach-Bliley Act ("GLB") (15 U.S.C. 6801, et seq.);
  - b) The Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), including its implementing privacy regulations at 45 C.F.R. Parts 160 – 164 and its implementing security regulations at 45 C.F.R. Parts 160, 162, and 164;
  - c) The USA PATRIOT Act of 2001 (Pub.L. No. 107-56), including, without limitation, the requirement to develop and implement "Anti-Money Laundering" programs and "Customer Identification Programs";
  - d) Applicable state and federal "Do Not Call" laws and regulations, including, but not limited to, the national "Do Not Call" registry rules under the Telephone Consumer Protection Act of 1991 ("TCPA") (47 U.S.C. 227, et seq);
  - e) The restrictions on sending commercial faxes found in the TCPA and the regulations enacted under the TCPA; and
  - f) The various state and federal restrictions on the use of electronic mail and the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (15 U.S.C. § 7708) ("CAN-SPAM Act").
- 8) Each party will not use or disclose nonpublic personal information, i.e., personally identifiable information, including but not limited to financial or health information, that is not publicly available ("Protected Information"), about individuals who seek to obtain or obtain insurance products and/or services through the Producer ("Consumers") or who have a continuing relationship wherein the individuals have one or more insurance products and/or services through Producer ("Customers"), except as provided herein.

Each party will treat Protected Information as confidential and access to Protected Information will be limited to those officers, employees, agents or representatives of each party who need to use the information in connection with underwriting, claims administration or other servicing of insurance products and/or services for a particular Consumer or Customer.

Each party will not use or disclose, or permit any of its officers, employees, agents or representatives to use or disclose Protected Information except: (i) as necessary to meet the purpose of this Agreement; (ii) as authorized by the Consumer or Customer; (iii) as in compliance with each party's then current privacy policy; (iv) as required by law; or (v) as otherwise permitted in accordance with applicable federal and state laws and regulations, including, GLB and HIPAA, and the regulations promulgated thereunder..

Each party will establish appropriate standards for safeguarding Protected Information within its control, i.e., the Producer will establish his/her own internal security guidelines.
- 9) Producer to take such steps as shall be necessary to ensure that (i) the information submitted to Crump by Producer (including any information contained in any application for any policy) is, to the best of Producer's knowledge (after reasonable inquiry), accurate and complete and (ii) any and all medical information concerning an insured that is submitted to Crump in connection with a proposed transaction (including, without limitation, any medical records, exams, laboratory reports and inspection reports) are the same set of information that was submitted to any life insurance carrier in connection with a proposed issuance of a policy or any annuity company in connection with a proposed issuance of an annuity.
- 10) Producer agrees that Crump will have no other involvement in the product sales other than performing the role as general agency for the Crump Carriers. By performing this limited role, Crump does not make, and specifically disclaims any endorsement or approval of any marketing or sales concept, nor does Crump make any representations to Producer or any third party regarding tax, legal or other economic consequences raised by any marketing or sales concept. The parties agree that Crump shall not act as nor be considered a promoter of any marketing or sales concept. Producer shall not construe any statements made or actions taken by Crump or its employees or agents as tax, legal or other advice regarding any marketing or sales concept, and shall not represent to any client or other third party that Crump or its employees or agents have given any such advice.

11) Neither the termination nor expiration of this Agreement for any reason shall release or operate to discharge any party from any liability or obligation that may have accrued prior to such termination or expiration. In addition, the provisions of Sections 3, 6, 8, 11, 12 and 13 of this Agreement shall survive the expiration or termination, for any reason, of this Agreement

12) PREVENTION OF FRAUD. PRODUCER ACKNOWLEDGES AND AGREES THAT IT HAS AN AFFIRMATIVE OBLIGATION TO PREVENT FRAUD BY CLIENTS AND PRODUCER, AND PRODUCER SHALL NOT TAKE ANY ACTION OR FAIL TO TAKE ANY ACTION, DIRECTLY OR INDIRECTLY, THAT COULD MISLEAD OR DEFRAUD AN INSURANCE COMPANY OR FINANCIAL INSTITUTION IN CONNECTION WITH THE ISSUANCE OF ANY POLICY OR ANNUITY (OR THE FINANCING THEREOF) AND SHALL USE ITS BEST EFFORTS TO PREVENT ANY SUCH FRAUD BY OTHERS. IN CONNECTION WITH THE SUBMISSION OF ANY APPLICATION, PRODUCER HEREBY REPRESENTS AND WARRANTS TO CRUMP THAT AS OF THE DATE OF SUCH SUBMISSION, TO THE BEST OF ITS KNOWLEDGE AFTER REASONABLE INQUIRY, THE INFORMATION IN ANY APPLICATION, AND ANY OTHER INFORMATION PROVIDED BY AN INSURED, OWNER OR PRODUCER TO CRUMP IN CONNECTION WITH SUCH APPLICATION, IS ACCURATE, COMPLETE, CORRECT AND NOT MISLEADING AND THAT THE INFORMATION IN THE APPLICATION NOT MISLEADING. IF AT ANY TIME PRODUCER BECOMES AWARE OF ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION CONTAINED IN ANY APPLICATION OR WOULD MAKE ANY INFORMATION CONTAINED IN THE APPLICATION MISLEADING, PRODUCER WILL IMMEDIATELY PROVIDE WRITTEN NOTICE TO CRUMP. ANY BREACH BY PRODUCER OF THIS SECTION SHALL RESULT IN IMMEDIATE TERMINATION OF PRODUCER'S RELATIONSHIP WITH CRUMP.

PRODUCER UNDERSTANDS THAT IN THE EVENT CRUMP HAS ANY REASON TO BELIEVE THAT ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION HAS BEEN PROVIDED TO IT OR TO ANY INSURANCE COMPANY OR FINANCIAL INSTITUTION OR THAT PRODUCER OR ANY CLIENTS INTRODUCED TO CRUMP BY PRODUCER HAS TAKEN ANY ACTION FOR THE PURPOSE OF DEFRAUDING ANY INSURANCE COMPANY OR FINANCIAL INSTITUTION, CRUMP WILL IMMEDIATELY (AND WITHOUT PROVIDING ANY PRIOR NOTICE TO PRODUCER) REPORT SUCH CONDUCT TO, AND ASSIST WITH ANY INVESTIGATION BY, THE RELEVANT STATE INSURANCE COMMISSIONER, SUCH COMPANY OR FINANCIAL INSTITUTION AND/OR ANY OTHER REGULATOR.

13) By the disclosure of basic contact information above, such information including address, phone number, fax number and e-mail address (the "Contact Information"), the Producer hereby consents to allow Crump to use such Contact Information for marketing purposes.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the later of the two dates below.

**PRODUCER**

**CRUMP LIFE INSURANCE SERVICES, INC.**

Signed: \_\_\_\_\_ Signed: \_\_\_\_\_  
Alan H. Herman, Senior Vice President – Sales

Date: \_\_\_\_\_ Date: \_\_\_\_\_

For Internal Use Only:

Date Received: \_\_\_\_\_ Date Processed: \_\_\_\_\_