



PRODUCER / MARKETING ORGANIZATION AGREEMENT

Liberty Life Insurance Company PO Box 1389 Greenville, SC 29602-1389 Phone: 1.800.234.5514 Fax 1.864.609.3118

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 Commission Schedules 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. 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 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.

Compensation. (a) The Company shall pay You compensation in accordance with the Commission Schedules. The Company may revise the Commission Schedules at any time upon written notice to You. Any change to the Commission Schedules 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 Commission Schedules. 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 agents; and
- (4) any negligent, reckless or intentional act or omission of You and/or Your agents 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.

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) of this section, the Company shall continue to compensate You for Contracts issued as a result of applications submitted prior to the date of termination. If this agreement terminates under the paragraph (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 Commission Schedules may be revised as stated in this agreement.

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

AGENT / AGENCY

MARKETING ORGANIZATION (if required)

X _____
 Printed Name: _____
 Title: _____
 Date: _____

X _____
 Printed Name: _____
 Title: _____
 Date: _____

LIBERTY LIFE INSURANCE COMPANY

By: _____ Date: _____



PRODUCER APPLICATION FOR APPOINTMENT

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

1.800.234.5514
 Fax: 1.864.609.3118 or 609.4889

Complete each of the following:

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

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

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

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

Personal Information

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

Residence Address _____
Street or PO Box Suite City State Zip Code

Mailing Address _____
Street or PO Box Suite City State Zip Code

Residence Phone (____) _____ Business Phone (____) _____ 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, plead nolo condendere 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> <ul style="list-style-type: none"> 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. 	<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, or have you ever been subject to a bankruptcy proceeding?</p> <p>If you answer yes, submit a statement summarizing the details of the indebtedness and arrangements for repayment, and/or type and location of bankruptcy.</p>	<input type="checkbox"/>	<input type="checkbox"/>
4.	<p>Have you been notified by any jurisdiction to which you are applying of any delinquent tax obligation that is not the subject of a repayment agreement?</p> <p>If you answer yes, identify the jurisdiction(s): _____</p>	<input type="checkbox"/>	<input type="checkbox"/>
5.	<p>Are you currently a party to, or have you ever been found liable in, any lawsuit or arbitration proceeding involving allegations of fraud, misappropriation or conversion of funds, misrepresentation or breach of fiduciary duty?</p> <p>If you answer yes, you must attach to this application:</p> <ul style="list-style-type: none"> 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. 	<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> <ul style="list-style-type: none"> 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. 	<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>Approved course providers include, LIMRA, RegEd, and Broker Dealer Sponsored courses.</p> <ul style="list-style-type: none"> a) If you answered yes, what course provider did you complete your AML training through? _____ b) If you answered yes and your course completion is through an approved provider above other than LIMRA, attach a copy of the certificate of course completion to this application. 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. 	<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 RBC Insurance in the US, 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



**RBC
Insurance**

CONSENT & AUTHORIZATION

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

1.800.234.5514
Fax: 1.864.609.3118 or 609.4889

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.

Dated at _____ This _____ Day of _____, 20 _____

SIGNATURE

Name of Applicant *(Please Print)*

X

Signature of Applicant



AUTHORIZATION FOR AUTOMATIC PAY DEPOSIT

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

1.800.234.5514
Fax: 1.864.609.3118 or 609.4889

Instructions:

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

Agent Number _____

Name _____ Social Security No. _____

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

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

Name of Bank _____

City _____ State _____ Zip Code _____

Bank No. _____ Account No: _____

Checking _____

Savings _____

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

Signature **X** _____ Date _____

