

CARRIER: FIRST COLONY  
PACKET CURRENT AS OF: 03-14-05

**CARRIERS REQUIRE ALL  
PAGES OF THE  
LICENSING PACKET BE  
SUBMITTED IN ORDER TO  
COMPLETE YOUR  
CONTRACTING – THEY NEED  
THE ENTIRE  
CONTRACT/AGREEMENT AND  
ALL RELATED DOCUMENTS.**

**EVERY PAGE NEEDS TO BE  
REVIEWED, COMPLETED, OR  
SIGNED – THANK YOU FOR  
MAKING SURE TO RETURN  
EVERY PAGE OF THE PACKET  
WE SEND TO YOU, BACK TO  
US AT CPS.**

WHEN SUBMITTING LICENSING WITH **FIRST COLONY** PLEASE USE THIS MEMO AS A GUIDELINE.

1. ALL PAGES MUST BE COMPLETED BY THE AGENT/CORP WISHING APPOINTMENT.
2. MAKE SURE YOU REVIEW THE LIST OF PREAPPOINTMENT STATES INCLUDED BEFORE SUBMITTING LIFE APPS. THE AGENT WILL NEED TO BE APPOINTED IN THAT STATE PRIOR TO SUBMITTING BUSINESS. (IE WA, GA, WV, ETC.) THIS MEANS IF AN AGENT IS PLANNING ON SUBMITTING BUSINESS IN A PREAPPOINTMENT STATE; THE AGENT NEEDS TO SUBMIT LICENSING AT LEAST 1 MONTH PRIOR TO SUBMITTING A LIFE APPLICATION. UNDERWRITING WILL NOT BEGIN UNTIL THE AGENT IS LICENSED.
3. IF TIME PERMITS, MAIL EVERYTHING (CONTRACTING, APP, CURRENT LICENSE) TO **CPS**. IT HELPS TO HAVE ORIGINALS TO SEND TO THE CARRIERS, BECAUSE THERE HAVE BEEN TROUBLE WITH FAXES IN THE PAST.

## SUMMARY OF PRODUCER APPOINTMENT REQUIREMENTS FOR CURRENTLY LICENSED PRODUCERS

Refer to the "Appointment Requirements for Currently Licensed Producers" chart (the "Chart") for complete details.

### PRE-APPOINTMENT STATES

#### Producers Must Be Appointed Prior To Solicitation (Chart Columns H, I and J)

California (CA) - all but L/A/Disability(3)  
Georgia (GA)  
Kentucky (KY)

Montana (MT)  
North Carolina (NC)  
Pennsylvania (PA)

Utah (UT)  
Washington (WA)

### PRE-APPOINTMENT WITH EXCEPTIONS

#### Producers May Be Authorized Instead of Appointed Prior To Solicitation

Indiana (IN) (1)\*

Ohio (OH) (2)\*

#### Non-Appointed Producers May Solicit Through An Appointed Producer (Chart Column G)

Kansas (KS)

Louisiana(LA)\*

### NO PRE-APPOINTMENT REQUIREMENTS

#### Producers Can Solicit Prior To Being Appointed (Chart Columns C, D, E and F)

Alabama (AL)  
Alaska (AK)  
Arkansas (AR)  
Arizona (AZ)  
California (CA) - L/A/Disability(3)  
Colorado (CO)  
Connecticut (CT)  
Delaware (DE)  
District of Columbia (DC)  
Florida (FL)  
Hawaii (HI)  
Illinois (IL)  
Idaho (ID)  
Iowa (IA)

Maine (ME)  
Maryland (MD)  
Massachusetts (MA)  
Michigan (MI)  
Minnesota (MN)  
Mississippi (MS)  
Missouri (MO)  
Nebraska (NE)  
Nevada (NV)  
New Hampshire (NH)  
New Jersey (NJ)  
New Mexico (NM)  
New York (NY)  
North Dakota (ND)

Oklahoma (OK)  
Oregon (OR)  
Rhode Island (RI)  
South Carolina (SC)  
South Dakota (SD)  
Tennessee (TN)  
Texas (TX)  
Vermont (VT)  
Virginia (VA)  
West Virginia (WV)  
Wisconsin (WI)  
Wyoming (WY)

### NOTES

\*Refer to the Chart for abnormal exceptions to the pre-appointment requirement.

(1) If the agent or agency already represents the insurer in another state, the agent may solicit business prior to appointment.

(2) If the agent already represents the insurer in another state, the agent may solicit business prior to appointment.

(3) Disability insurance is defined as insurance pertaining to injury, disablement or death from accidents and/or disablements resulting from sickness.

**First Colony Life**

# Producer Information Form

( Please fill out form completely and return to  
First Colony Life Insurance Company )

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

SSN/TIN: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

Business Name: \_\_\_\_\_ TIN \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

E-mail Address: \_\_\_\_\_ Website Address: \_\_\_\_\_

(Note: One of the above addresses must be a street address.)

Which is your preferred mailing address? ☐ Home ☐ Business

Distributor Identification: ☐ Individual ☐ Agency ☐ Corporation ☐ Partnership ☐ Bank

Resident license state: \_\_\_\_\_ Resident state license number: \_\_\_\_\_

Resident state license line of business: \_\_\_\_\_

Additional state licenses: (include license number and line of business) \_\_\_\_\_

Resident address(es) for last seven (7) years: (attach additional sheets if necessary)

Address	City	State	Zip
_____	_____	_____	_____
_____	_____	_____	_____

Employment history last seven (7) years: (attach additional sheets if necessary)

Employer	Address	Dates employed
_____	_____	_____
_____	_____	_____

Active appointments with other insurance companies: (attach additional sheets if necessary)

Company name	Contact name	Contact phone number
_____	_____	_____
_____	_____	_____

Have you used any other names, or aliases, in the last 7 years? Yes ☐ No ☐

If "yes," please list any/all such names:

## TO BE COMPLETED BY THE BGA:

**CPS INSURANCE SERVICES**

BGA Name \_\_\_\_\_ BGA FCL Code # \_\_\_\_\_

Commissions payable to \_\_\_\_\_ (Complete only if the payee is other than the producer/entity  
for which this PIF is completed)

Commission Schedule \_\_\_\_\_ (Attach Brokerage Authorization in the name of the party to receive the commissions)

OVER

## Business Practices

**If you answer "Yes" to any questions below, please provide details to the corresponding question on the attached Business Practices – Details.**

- |   | YES                      | NO                       |
|---|--------------------------|--------------------------|
| 1. Have you ever had an insurance or securities license denied, suspended, cancelled or revoked? .....  | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Has any regulatory body ever sanctioned, censured, penalized or otherwise disciplined you? .....   | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Has any state or federal regulatory agency filed a complaint against you? .....  | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Has a bonding or surety company denied, ever paid out on, or revoked a bond for you? .....   | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Has any E&O carrier ever denied, paid claims, or canceled your coverage? .....   | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Have you personally ever filed a bankruptcy petition or been declared bankrupt? .....  | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Has any insurance or securities brokerage firm with whom you have been associated ever filed a bankruptcy petition or been declared bankrupt either during your association or within 5 years after termination of such association? ..... | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. Are there any unsatisfied judgments, garnishments or liens against you? .....  | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. Are you in debt to any insurance company? .....  | <input type="checkbox"/> | <input type="checkbox"/> |
| 10. Have you ever been convicted of or pled guilty to any felony or misdemeanor other than a minor traffic offense? .....   | <input type="checkbox"/> | <input type="checkbox"/> |
| 11. Are you currently a party to any litigation or the subject of any investigations? .....   | <input type="checkbox"/> | <input type="checkbox"/> |
| 12. Are you connected in any way with a bank, savings and loan association, or other lending or financial institution? .....  | <input type="checkbox"/> | <input type="checkbox"/> |

**Reminder: All advertisements referring to First Colony Life or its products must be approved in writing by First Colony Life prior to use.**

I acknowledge and agree that this *Producer Information Form* does not constitute a contract. I acknowledge the Company's continuing legitimate business need for additional financial and personal background information and hereby consent to the Company obtaining such information from time to time as it deems necessary through independent investigation and/or through a consumer report obtained from a consumer reporting agency. I further consent to the disclosure of this *Producer Information Form* and background information to government or regulatory agencies.

I authorize the employers and insurance company listed herein and in any background reports pertaining to me, to release any and all information concerning my previous employment and any pertinent information they may have, personal or otherwise, and release all parties from all liability for any damage that may result from furnishing same. Finally, I acknowledge and agree that my appointment will, in part, be based upon this *Producer Information Form* and background information, and that any representation made herein which is found to be inaccurate or incomplete shall be grounds for termination of my appointment.

I hereby certify under penalty of perjury that the information herein is accurate and complete.

I have read, understood, and agree to comply with the *Producer and Employee Guide to Ethical Conduct* and the *Commitment to Ethics in the Marketplace*.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

## ***Business Practices – Details***

**(If you answered "Yes" to any questions above, please provide details to the corresponding questions only.)**

1. Have you ever had an insurance or securities license denied, suspended, cancelled or revoked?

*If Yes:*

Month/Year _____/_____/_____
Action taken & reason along with your account of the situation _____
_____
_____
_____

2. Has any regulatory body ever sanctioned, censured, penalized or otherwise disciplined you?

*If Yes:*

Month/Year _____/_____/_____
The nature of the activity resulting in the fine or disciplinary action & your account of the situation _____
_____
_____
_____
The amount of the fine &/or specific disciplinary action taken _____

3. Has any state or federal regulatory agency filed a complaint against you within the last 7 years?

*If Yes:*

Month/Year _____/_____/_____
The nature of the complaint & your account of the situation _____
_____
_____
_____
The disposition of the complaint (i.e., fine or disciplinary action, etc.) _____

4. Has a bonding or surety company denied, ever paid out on, or revoked a bond for you?

*If Yes:*

Month/Year _____/_____/_____
The reason for denial, revocation or payment and your account of the situation _____
_____
_____
_____
The amount of the payment _____

5. Has any E&O carrier ever denied, paid claims, or cancelled your coverage?

If Yes:

Month/ Year _____/_____/_____
The nature of the circumstances resulting in the claim including your account of the situation _____
_____
_____
The disposition of the claim _____
The amount claimed _____
The amount paid by the E&O carrier, if any _____

6. Have you personally ever filed a bankruptcy petition or been declared bankrupt?

For Chapters 7, 11, & 12:

If Yes:

The date of discharge* _____/_____/_____
The reason for filing (i.e., medical bills, divorce, credit cards debt, etc.)* _____
_____
The dollar amount discharged _____
The dollar amount of any outstanding obligations not discharged in bankruptcy, (i.e. taxes) _____
Explanation of obligation _____
Payment schedule (amount & frequency) _____
Current balance _____
Average annual income for the last two years _____
*If the bankruptcy was discharged over 7 years ago, only these two questions will be required.

For Chapter 13:

If Yes:

The date of filing _____/_____/_____
The date of discharge* _____/_____/_____
The reason for filing _____
_____
*If payments are still being made, we will need
Amount and frequency of the payments _____
Projected completion date _____
Current balance _____
Average annual income for the last 2 years _____

7. Has any insurance or securities brokerage firm with whom you have been associated ever filed a bankruptcy petition or been declared bankrupt either during your association or within 5 years after termination of such association?

If Yes:

Approximate date of filing _____/_____/_____
Your position with company _____
If officer or directly involved with circumstances leading to filing, provide the reason & specific involvement
_____
_____
_____
_____

8. Are there any unsatisfied judgements, garnishments or liens against you?

Judgements:

If Yes:

Month/Year _____/_____/_____
The reason the judgement was obtained & your specific involvement _____
_____
_____
Payment schedule (amount & frequency) _____
The original amount of the judgement _____
The outstanding amount of the judgement _____

Liens or Garnishments:

If Yes:

Month/Year _____/_____/_____
The reason for the lien or garnishment & your specific involvement _____
_____
_____
_____
The original amount of the lien or garnishment & the current balance _____
Is there a payment schedule in place (if so, amount & frequency of payments) _____
Average annual income for the past two years _____
Projected completion date _____/_____/_____

9. Are you in debt to any insurance company?

If Yes:

Month/Year _____/_____/_____
Name of the company _____
The reason for the debt & and your account of the situation _____
_____
_____
The original amount of the debt & the current balance _____
Is there a payment schedule in place (if so, amount & frequency of payments) _____
Average annual income for the past two years _____
Projected completion date _____/_____/_____



10. Have you ever been convicted of or pled guilty to any felony or misdemeanor other than a minor traffic offense?

*If Yes:*

Month/Year \_\_\_\_\_ / \_\_\_\_\_

Circumstances surrounding the conviction & your account of the situation \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Type of conviction (misdemeanor or felony) \_\_\_\_\_

Final disposition (fine, probation, jail, etc.) \_\_\_\_\_

Have all requirements been satisfied? \_\_\_\_\_

11. Are you currently a party to any litigation or the subject of any investigations?

*Litigations:*

*If Yes:*

Month & Year litigation began \_\_\_\_\_ / \_\_\_\_\_

Circumstances surrounding the litigation, including your account of the situation \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

How are you directly involved in the litigation? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The amount of damages claimed \_\_\_\_\_

Current status of the litigation \_\_\_\_\_

*Investigations:*

*If Yes:*

Month & Year investigation began \_\_\_\_\_ / \_\_\_\_\_

Circumstances surrounding the investigation, including your account of the situation \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The current status of the investigation \_\_\_\_\_

12. Are you connected in any way with a bank, savings and loan association, or other lending or financial institution?

*If Yes:*

Name of institution \_\_\_\_\_

Type of affiliation with institution \_\_\_\_\_

**GE Financial**

### **Disclosure of Intent to Obtain Consumer Reports**

This is to advise you that GE Financial Assurance Holdings, Inc. and its affiliates may obtain one or more consumer reports with respect to establishing your eligibility for employment, appointment, promotion, reassignment, and/or retention as an employee, agent and/or representative of GE Financial Assurance Holdings, Inc., or one or more of its affiliates.

If requested, the report will be obtained from the investigative consumer-reporting agency named below:

Business Information Group, Inc.  
P.O. Box 130  
Southampton, PA 18966  
(800) 260-1680

The report may contain information regarding your character, general reputation, personal characteristics and mode of living. The nature and scope of the report is: financial and credit history, criminal records search, licensing and disciplinary action history, and employment history verification.

### **Authorization to Obtain Consumer Reports**

The undersigned hereby authorizes GE Financial Assurance Holdings, Inc. and its affiliates to procure one or more consumer reports and to share the information obtained therefrom with each other with respect to establishing your eligibility for employment, appointment, promotion, reassignment, and/or retention as an employee, agent, and/or representative of GE Financial Assurance Holdings, Inc. or one or more of its affiliates.

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

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

Print Name: \_\_\_\_\_

**Affiliated Companies:** American Mayflower Life Insurance Company of New York, Capital Brokerage Corporation (dba GE Capital Brokerage Corporation in IN, MN, NM and TX), Federal Home Life Insurance Company, First Colony Life Insurance Company, GE Capital Life Assurance Company of New York, GE Group Life Assurance Company, GE Investment Distributors, Inc., GE Life and Annuity Assurance Company, GE Private Asset Management, Inc., General Electric Capital Assurance Company, Professional Insurance Company (dba PIC Life Insurance Company in CA), Terra Financial Companies, LTD., Union Fidelity Life Insurance Company

## **FOR CALIFORNIA RESIDENT AGENTS ONLY**

Pursuant to the California Investigative Consumer Reporting Agencies Act, GE Financial Assurance Holdings, Inc., is required to provide you with the summary of provisions listed below.

### **California Investigative Consumer Reporting Agencies Act Summary of the Provisions of Section 1786.22**

- (a) An investigative consumer reporting agency shall supply files and information required under Section 1786.10 during normal business hours and on reasonable notice.
- (b) Files maintained on a consumer shall be made available for the consumer's visual inspection, as follows:
  - (1) In person, if he appears in person and furnishes proper identification. A copy of his file shall also be available to the consumer for a fee not to exceed the actual costs of duplication services provided.
  - (2) By certified mail, if he makes a written request, with proper identification, for copies to be sent to a specified addressee. Investigative consumer reporting agencies complying with requests for certified mailings under this section shall not be liable for disclosures to third parties caused by mishandling of mail after such mailings leave the investigative consumer reporting agencies.
  - (3) A summary of all information contained in files on a consumer and required to be provided by Section 1786.10 shall be provided by telephone, if the consumer has made a written request, with proper identification for telephone disclosure, and the toll charge, if any, for the telephone call is prepaid by or charged directly to the consumer.
- (c) The term "proper identification" as used in subdivision (b) shall mean that information generally deemed sufficient to identify a person. Such information includes documents such as a valid driver's license, social security account number, military identification card, and credit cards. Only if the consumer is unable to reasonably identify himself with the information described above, may an investigative consumer-reporting agency require additional information concerning the consumer's employment and personal or family history in order to verify his identity.
- (d) The investigative consumer reporting agency shall provide trained personnel to explain to the consumer any information furnished him pursuant to Section 1786.10.
- (e) The investigative consumer reporting agency shall provide a written explanation of any coded information contained in files maintained on a consumer. This written explanation shall be distributed whenever a file is provided to a consumer for visual inspection as required under Section 1786.22.
- (f) The consumer shall be permitted to be accompanied by one other person of his choosing, who shall furnish reasonable identification. An investigative consumer reporting agency may require the consumer to furnish a written statement granting permission to the consumer reporting agency to discuss the consumer's file in such person's presence.

# Assignment of Compensation

Independent Brokerage Group  
First Colony Life Insurance Company  
A GE Financial Assurance Company  
P.O. Box 1280 • Lynchburg, VA 24505-1280

For value received, the undersigned Assignor,

Assignor Name:

Assignor SSN/Tax ID:

hereby sells, assigns, transfers, and sets over unto the Assignee

Assignee Name:

Assignee SSN/Tax ID:

Assignee Address:

all right, title, and interest, in and to the compensation that is now or may hereafter be due and payable to the undersigned in accordance with the terms and conditions of the contract or compensation agreement between/among First Colony Life Insurance Company (the "Company") and the General Agent(s) of the Company through whom the undersigned placed the policies for which the compensation is payable.

The compensation subject to assignment is a **(MUST CHECK ONE)**:

☐ **General Assignment** effective for all Company business.

☐ **Specific Policy Assignment** effective for policy number: \_\_\_\_\_ (attach list if necessary).

\* The compensation subject to assignment is 100 per cent of all first year compensation due and 100 per cent of all renewal compensation due, **unless** checked and specified below:

☐ \_\_\_\_\_ per cent of all first year compensation due and \_\_\_\_\_ per cent of all renewal compensation due.

(NOTE: In the event the assignee is an entity which cannot be licensed in any state in which the Assignor does business, compensation will be assigned to a licensed/appointed officer, partner or principal of the Assignee, as permitted by law.)

This Assignment of Compensation is **(MUST CHECK ONE)**:

☐ **REVOCABLE.** The Assignor may terminate this Assignment upon written request to the Company without the consent of the Assignee. Termination will not take effect until the date that it is acknowledged by the authorized home office representative. The Assignment is revocable only to the extent of commissions not already vested in the assignee by virtue of the assignment.

☐ **IRREVOCABLE.** The Assignee must consent to the release of this Assignment before it may be terminated by the Assignor.

THIS ASSIGNMENT WILL NOT TAKE EFFECT UNTIL THE DATE THAT IT IS ACKNOWLEDGED BY AN AUTHORIZED REPRESENTATIVE AND WILL AFFECT ONLY THE COMPENSATION PAYABLE AFTER THE DATE OF THE COMPANY'S ACKNOWLEDGMENT. This Assignment shall remain in effect until the Company receives a request from the Assignor to terminate the Assignment and, in addition, if the Assignment is irrevocable, evidence satisfactory to the company of the Assignee's consent to its termination. The Company shall be discharged from liability for payment of compensation in reliance upon evidence satisfactory to it of an Assignee's release of an Irrevocable Assignment.

The Assignor warrants: (a) the validity and sufficiency of the foregoing assignment, (b) that no proceeding in bankruptcy or insolvency or the like has been commenced by or against the Assignor and no assignment for the benefit of creditors has been made by the Assignor, and (c) that there are no outstanding Assessments, Liens or Levies because of unpaid taxes or other obligations of the Assignor.

In witness whereof, the undersigned executes this Assignment of Compensation on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Assignor Signature (and title if Assignor is other than an individual):

Assignee Signature (and title if Assignee is other than an individual):

Did you remember to:

- Include your Social Security Number (if individual) or Tax ID Number (if corporation)?
- Check either General Assignment or Specific Policy Assignment?
- Check either Revocable or Irrevocable?
- Sign the form? **Stamps NOT accepted.**

**ACKNOWLEDGMENT**

The Company hereby acknowledges receipt of the foregoing Assignment, assuming no responsibility for its sufficiency or validity. This agreement is expressly subject to the terms and conditions of the Contracts and Compensation agreements between/among the Company and the General Agent(s) through whom the policies for which the compensation are payable, to any prior existing Assignments and to any indebtedness owed to the Company. Any claim hereunder shall be subject to proof of interest. Payment made under this Assignment of Compensation shall fully release the Company from all responsibility as to such sums paid.

This Assignment of Compensation is acknowledged and the executed original copy filed at its Home Office on this \_\_\_\_\_ day of \_\_\_\_\_

First Colony Life Insurance Company

By: \_\_\_\_\_

**OFFICE USE ONLY**

Assignor FCL Code #: \_\_\_\_\_

Assignee FCL Code #: \_\_\_\_\_

# Brokerage Authorization

First Colony Life Insurance Company  
A GE Financial Assurance Company  
700 Main Street • P.O. Box 1280 • Lynchburg, VA 24505-1280

Please print or type

## LICENSE FORMS SHOULD BE ATTACHED IN APPLICABLE STATES.

Agent Name \_\_\_\_\_  
Home Address \_\_\_\_\_ Phone \_\_\_\_\_  
Business Address \_\_\_\_\_ Phone \_\_\_\_\_  
Companies Licensed with \_\_\_\_\_  
In What States \_\_\_\_\_  
Current Valid License Number in State Where Application was Signed \_\_\_\_\_  
If Individual, Social Security No. \_\_\_\_\_ Date of Birth \_\_\_\_\_  
If Business, Employer ID No. \_\_\_\_\_ Commission Schedule \_\_\_\_\_

1. The undersigned General Agent hereby authorizes the above named party to function as an Agent, rather than as a Broker, and to take applications for life insurance, to deliver any policies that may be issued, and to collect initial premium payments on such policies in accordance with the rules of First Colony Life Insurance Company ("Company"). The Agent IS NOT AUTHORIZED to accept any premiums on the policy other than the initial premium, to alter, modify or discharge any provision of the policy or application, to extend the time of payment of any premium, to accept payment of any past due premium, or to approve any evidence of insurability. No relation of employer and employee is hereby created between the Company and the Agent, or the Company and the General Agent. The Agent is an independent contractor authorized to represent the Company. The Company is responsible for the actions of the Agent within the scope of the Agent's role as an Agent of the Company. Except for the payment of vested commissions, the Company may terminate this Authorization without reason by giving written notice to the Agent and General Agent at their last known addresses.
2. If any such life insurance coverage is placed, the undersigned General Agent authorizes the Company to pay commissions to the Agent out of the General Agent's account in accordance with the above designated Commission Schedule. In so doing the General Agent hereby assigns to the Agent the General Agent's right to such commissions on policies placed by the Agent.
3. All commissions payable hereunder are fully vested in the Agent, but may be divested if the Agent is terminated for cause by the Company or if the Company refunds or waives any premium. When the Company refunds or waives the premiums paid or payable on a policy or any portion thereof, the Company may demand all such sums as have been withheld by, or paid to, the Agent because of such premiums. All such sums if not paid or returned by the Agent, will constitute an indebtedness of the Agent to the Company. Any indebtedness of the Agent to the Company shall be a first lien against any monies payable hereunder. The Company may fix commission rates on policy and rider forms not listed in the Commission Schedule.
4. Commissions will be payable only as premiums become due and are paid to the Company. When premiums are paid in advance, the commissions will be payable one month after the due dates of the respective premiums. No commissions will be paid on any temporary flat extra premium which is required for five years or less. Company rules shall govern the payment of commissions on all policy changes and the payment of commissions on all policies written with benefit and term riders.
5. This Authorization replaces any previous commission arrangement between the General Agent, the Company and the Agent for all applications submitted after the date set forth below. Payment of such commissions will, however, be subject to any existing assignments on file with the Company; except that no assignment of commissions shall be binding on the Company without its prior consent.
6. Any commission payable hereunder after the death of the Agent shall be paid to the assigns of the Agent if any, otherwise to the surviving spouse or executors or administrator of the broker upon receipt of the death certificate and supporting documents.
7. This Agreement shall not be effective until accepted by the Company.

### HOME OFFICE USE ONLY

G. A. CODE# \_\_\_\_\_

AGENT CODE# \_\_\_\_\_

Date \_\_\_\_\_

### GENERAL AGENT

By \_\_\_\_\_

FIRST COLONY LIFE INSURANCE COMPANY

By \_\_\_\_\_

President

## First Colony Life Insurance Company

A90A

## Brokerage Commission Schedule

3/1/2005

Term	Years	1	2 - 10	11+
COLONY 5 #		75.0000	0.0000	0.0000
COLONY 10 #		75.0000	0.0000	0.0000
COLONY 15 #		85.0000	0.0000	0.0000
COLONY 20 #		95.0000	0.0000	0.0000
COLONY 30 #		95.0000	0.0000	0.0000

**Lifetime Provider SUL**

90.0000 % of premium paid up to the target commissionable premium, regardless of year premium is paid

1.5000 % of premium paid in excess of the target commissionable premium in years 1-10

0.0000 % of premium paid in excess of the target commissionable premium in years 11+

**Lifetime Protector Flex and Lifetime Protector 50+ - UL**

80.0000 % of premium paid up to the target commissionable premium, regardless of year premium is paid

2.0000 % of premium paid in excess of the target commissionable premium in years 1-10

0.0000 % of premium paid in excess of the target commissionable premium in years 11+

**First Choice Gold - UL (see footnote (+) for further details)**

80.0000 % of premium paid up to the capped commissionable premium in the first year, plus

2.0000 % of premium paid in excess of the capped commissionable premium in the first year

2.0000 % of premium paid in renewal years 2-10

0.0000 % of premium paid in renewal years 11+

**Single Premium Immediate Annuity**

3.0000 % of premium paid in amounts up to \$2,500,000, plus

1.5000 % of premium paid in amounts between \$2,500,001 - \$5,000,000, plus

0.7500 % of premium paid in amounts between \$5,000,001 - \$10,000,000, plus

0.4000 % of premium paid in amounts between \$10,000,001 - \$15,000,000, plus

0.2000 % of premium paid in amounts equal to or greater than \$15,000,001 +

**Life Two (sm) - Survivorship (see footnote (++) for further details)**

65.0000 % of premium paid up to the target premium in the first year

4.0000 % of premium paid in excess of the target premium in the first year

2.5000 % of premium paid in renewal years 2-10

0.0000 % of premium paid in renewal years 11+

**New GPX-One (R) and Guaranteed One (R) - Whole Life**

70.0000 % of premium paid up to the designated premium in the first year, plus

4.0000 % of premium paid in excess of the designated premium in the first year

2.5000 % of premium paid in renewal years 2-10

+ Commissionable Premium: Commissionable Premium is equal to the LESSER of:

a) \$60 per 1000 of face amount AND b) designated premium for the base coverage and for any riders and any flat extras of 6 years or more, plus any premium for substandard rating.

++ Target Premium is calculated at issue and is not more than \$72 per \$1,000 of initial specified amount plus first year rider costs.

# Policy fees are not subject to commissions

NC % = Not Coded. Commission schedule not currently coded for this product.

# CPS PRODUCER PROFILE

Please complete this form, and return it to us.  
We must have a completed and signed version of this form on file.

Producer Name \_\_\_\_\_

Company/Corporation Name \_\_\_\_\_

Fax Number \_\_\_\_\_ Email Address \_\_\_\_\_

Business Address \_\_\_\_\_

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

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

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

Mail to (check one): ☐ Home ☐ Business

Preferred method of receiving correspondence (check one):

☐ email ☐ fax ☐ mail

Business Phone \_\_\_\_\_ Home Phone \_\_\_\_\_

Social Security # \_\_\_\_\_ Tax ID # \_\_\_\_\_

Insurance License Number \_\_\_\_\_ Date of Birth \_\_\_\_\_

Designations: CLU CPCU ChFC RHU CFP LUTC CIC (circle applicable)

Do you carry E&O insurance? ☐ No ☐ Yes, name of carrier \_\_\_\_\_

Do you assign commissions? ☐ No ☐ Yes, to whom \_\_\_\_\_

Are you securities licensed? ☐ No ☐ Yes (circle applicable) 6 7 22 24 26 63

If NASD registered, what is the name of your broker dealer? \_\_\_\_\_

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\*\*\*\*\* Important, please read and sign other side \*\*\*\*\*

CPS INSURANCE SERVICES / CA LIC.# 0571612  
9 CORPORATE PARK DRIVE, SUITE 100, IRVINE, CA 92606  
PHONE 949-863-0700 / PHONE 800-326-5433 / FAX 949-863-9318 / FAX 800-436-8255  
LICENSING DEPARTMENT FAX 949-225-7157



IT IS AGREED by and between CPS Insurance Services (hereinafter referred to as MGA), and the producer whose name appears on page 1 (hereinafter referred to as Producer) that in consideration of MGA's continued goodwill and patronage:

- A. MGA agrees that commission payment, if any, made by MGA to Producer shall be vested in Producer to the same extent that commissions on the same transaction are vested in MGA by applicable insurance company, with the exception of group insurance which may be subject to a Broker of Record direction.
- B. In the event that any commission, premium, or fee paid or credited to Producer must be referenced or returned by MGA to the insurer, MGA is authorized, but not obligated, to make payment on Producer's behalf and will be reimbursed for this payment in full by Producer within thirty (30) days of the date of such payment. If such payment is not made by Producer, then MGA is authorized to debit any commissions which may be due Producer until such obligation has been fulfilled. Producer will also reimburse MGA for any and all costs and expenses (including reasonable attorney's fees) incurred by MGA in collection of any such sums from Producer.
- C. Producer agrees to hold MGA harmless and indemnify MGA against any and all liability, loss, damages, judgments, costs or expenses of any nature, type or kind (including reasonable attorney's fees) incurred by MGA or imposed upon MGA as a result of any allegedly wrongful or tortious act or omission on part of the Producer.
- D. The Agent/Company consents to the transmission of information, whether personal, commercial or of an advertising nature, by way of the fax number or email address set forth herein, or other fax numbers or email addresses of the agent/company.

In the event of litigation to determine the respective rights, duties and/or obligations of the parties under this agreement, the prevailing party shall be entitled to reasonable attorney's fees.

\_\_\_\_\_  
Producer

\_\_\_\_\_  
Date

We appreciate your business.

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