

CARRIER: EMPIRE GENERAL LIFE
PACKET CURRENT AS OF: 01-24-05

**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.**

EMPIRE GENERAL

1. E&O COVERAGE IS REQUIRES FOR APPOINTMENT WITH EMPIRE GENERAL
2. PLEASE **DO NOT** SEND IN CONTRACTING WITHOUT PROOF OF E&O COVERAGE (IE. THE FACE PAGE)
3. **DO NOT** FAX CONTRACTING. EG WILL ONLY TAKE ORIGINAL SIGNATURES.



EMPIRE GENERAL

LIFE ASSURANCE CORPORATION

EMPIRE GENERAL LIFE ASSURANCE CORPORATION / PO BOX 310 / SHAWNEE MISSION, KS 66201

PROSPECTIVE AGENT BIOGRAPHICAL PROFILE

This form must be completed as part of your application for an Agreement to represent Empire General Life. ALL questions must be answered and the information provided will be kept in strict confidence.

(Please Type or Print)

I. PERSONAL INFORMATION

Mr. Ms.
Mrs. Miss

Full Name (No Initials)

Preferred Name

Business Address City State Zip Code

Business Street Address (if other than above) City State Zip Code

Residence Address Street City State Zip Code
(if less than 1 year, give previous address also)

Previous Residence Address Street City State Zip Code

Business Phone Fax No. Residence Phone

Social Security No. Date of Birth Spouse's Name

Name, Address, Phone No., Relationship of nearest relative not living with you.

II. CONTRACTING DATA

Type of Contract: ☐ Individual
☐ Corporate

Type of Business: ☐ Proprietorship
☐ Corporation

Pay Commissions To: ☐ Myself
☐ Corporation*

Name of Business:

*Tax ID Number

III. LICENSING DATA

Are you currently licensed with Empire General? ☐ Yes ☐ No

Have you previously been licensed with Empire General? ☐ Yes ☐ No

Are you currently licensed with Protective Life? ☐ Yes ☐ No

Have you previously been licensed with Protective Life? ☐ Yes ☐ No

Are you currently licensed in your Resident State? ☐ Specify all states in which you hold a non-resident license and would like appointed with Empire General.

PLEASE ATTACH A PHOTOCOPY OF YOUR CURRENT RESIDENT LICENSE AND THE NON-RESIDENT LICENSE(S) INDICATED ABOVE.

— OVER —

IV. INSURANCE COMPANY AFFILIATIONS
(Please list at least one past affiliation)

_____	_____	_____
Company Name	From Mo/Yr	To Mo/Yr
_____	_____	_____
Company Name	From Mo/Yr	To Mo/Yr
_____	_____	_____
Company Name	From Mo/Yr	To Mo/Yr
Total first year paid life commissions last year (all companies) _____		
Persistency (all companies)	_____	_____
	13 months	25 months
	other (explain method of measurement)	

V. GENERAL INFORMATION

Please answer the following questions.

Yes*	No	
_____	_____	Have you ever had an insurance license denied, revoked or suspended; had any disciplinary action taken against you by a state insurance department; or been terminated by an insurer for cause?
_____	_____	Do you currently have, or in the past seven years had, any civil judgments or tax liens filed against you?
_____	_____	Have you ever filed for or been declared bankrupt or insolvent, either personally or in business?
_____	_____	Have you ever been convicted of a crime? (Exclude minor traffic violations.)

*For any Questions answered "Yes", give details: _____

VI. AUTHORIZATION AND CERTIFICATION OF STATEMENTS

I hereby certify that the statements contained in this Biographical Profile are true and correct to the best of my knowledge and belief. I understand that any false statement on the application may be considered as sufficient cause for rejection of this application, or for termination if such false statement is discovered subsequent to my becoming contracted.

I understand that I must be licensed with Empire General Life Assurance Corporation prior to any solicitation of business for the Company. I agree not to solicit business for Empire General Life Assurance Corporation until I am properly licensed, unless allowed to do so in my state.

I hereby authorize Empire General Life Assurance Corporation or its authorized representatives to contact any organization or individual who has knowledge of my past or present employment and financial status. A photocopy of this authorization shall be as valid as the original.

The Fair Credit Reporting Act requires that we advise you that a routine report may be obtained from a consumer reporting agency which will provide information concerning your credit rating, character, general reputation, personal characteristics and mode of living. Upon written request, additional information concerning the nature and scope of the inquiry, if one is made, will be provided.

Date _____ Signed _____
Prospective Agent
Print _____
Full Name



EMPIRE GENERAL
LIFE ASSURANCE CORPORATION

INDEPENDENT PRODUCER AGREEMENT

THIS SECTION TO BE COMPLETED BY THE HOME OFFICE

Name (herein referred to as you or your)

Effective Date

Code Number

1. PURPOSE

This Independent Producer Agreement (Agreement) allows Empire General Life Assurance Corporation (Company) to compensate you for the personal sales of life and other insurance business by you on behalf of the Company.

2. AGREEMENT

You agree to represent the Company as an independent contractor in accordance with the terms of this Agreement, the rules of the Company and the laws and regulations of the state(s) in which you operate. You further agree to obtain and maintain any state insurance license or appointment necessary to solicit business on behalf of the Company.

3. APPOINTMENT

You are appointed to represent the Company as an independent contractor in the state(s) in which you maintain the proper license or appointment, and are authorized to generate life and other insurance sales through personal production on behalf of the Company.

4. RELATIONSHIP

You are an independent contractor and nothing in this or any other agreement between you and the Company shall be construed to create the relationship of employee and employer between you and the Company.

As an independent contractor, you are free to operate your business in the manner you deem appropriate and are totally responsible for all expenses incurred in its operation. Further, you will not be treated as an employee for purposes of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act or income tax withholding. The filing and payment of self-employment and income taxes with the Federal and appropriate state governments are your sole responsibility. You agree to comply with the requirements of the federal and appropriate state government(s) with respect to the filing and payment of self-employment and income taxes on any remuneration from the Company.

As an independent contractor, it is contemplated that you may engage in non-life insurance business and represent other insurance companies.

5. COMPENSATION

a. First-Year and Renewal Commissions - Personally Produced Business

The Company agrees to pay you first-year and renewal commissions on business sold by you. Such compensation will be paid in accordance with the applicable Commission Schedule in effect when the

business is issued. Unless otherwise specified in the Commission Schedule, commissions are paid only on premiums paid to and actually received by the Company and will be paid in accordance with Company rules and procedures then in effect. The Commission Schedule is subject to change at any time upon notice to you by the Company and will affect business issued on and after the effective date of the change.

b. Vesting - First-Year and Renewal Commission

In the event of the termination of this Agreement other than for cause, the Company agrees to pay you, or in the event of death, your estate, all first-year and renewal commissions payable under this Agreement exclusive of service fees. If you are a corporation, commissions payable under this section shall be paid to you, your successors or assigns.

In the event this Agreement is terminated for cause, no further first-year or renewal commissions shall be payable, and all such payments shall cease immediately.

c. Service Fees

Service fees shall be paid on all business sold by or assigned to you by the Company if you are actively engaged in the servicing of the business and the Company is satisfied with the quality of service being provided. Service fees shall be paid in accordance with the applicable Commission Schedule in effect when the business is issued.

No further service fees shall be paid if this Agreement is terminated or if the Company is not satisfied with the quality of service you are providing. In either event, the Company shall have the right to assign the business to another agent and pay service fees to the agent for the servicing of the business.

d. Refund of Premium

If a premium is refunded for any reason by the Company, you agree to repay any amounts received on that policy, and such amount shall be in "Indebtedness" as that term is defined in Section 8a of this Agreement.

6. LIMITATION OF AUTHORITY

You agree not to perform any acts on behalf of the Company for which you are not authorized, such as:

- a. Accept risks, incur debt or liability, or make contracts;
- b. Waive, alter, modify or change any Company policy, terms, rates or customary requirements;
- c. Endorse checks payable to the Company;
- d. Deliver policies except in accordance with the Company's instructions and during the good health of the proposed insured; or
- e. Accept premiums, except for the limited exception of initial premiums in accordance with Company procedures.

7. TERMINATION

This Agreement may be terminated as follows:

- a. By you or by the Company, with or without cause, upon written notice by either party mailed to the other party at the last known address of such other party. Such termination shall be effective immediately upon mailing if said termination is for cause, or 30 days after mailing if said termination is without cause.

The Company's determination of what constitutes termination "for cause" shall be conclusive between the parties hereto.

- b. Automatically upon your death, disability or retirement of the Agent, or, if you are a corporation, upon dissolution or disqualification of the corporation.

Termination of this Agreement shall automatically terminate any supplements, addenda or amendments made a part of this Agreement.

Upon termination of this Agreement, you agree to return to the Company all supplies and equipment in your possession which are the property of the Company.

8. GENERAL PROVISIONS

a. Indebtedness

The Company is hereby given a first lien upon any amounts due you, your estate, successors or assigns under this or any other agreement with the Company or its affiliates as security for payment of any indebtedness owed to the Company by you or by your sub-producers, if any. Any such indebtedness shall be considered a personal debt to the Company and the Company shall have the right to collect said indebtedness from you, your estate, successors or assigns. Any commissions, overrides or other amounts advanced or otherwise paid to you before actually earned shall be an indebtedness under this section.

Any indebtedness owed by you to the Company under this Agreement shall become immediately due and payable in full upon written demand by the Company. Interest shall accrue at the rate of 1% per month on any unpaid balance from the date of written demand until the date payment is made in full. If it becomes necessary to take any legal actions to collect any such indebtedness, the Agent agrees to pay all costs of collection plus reasonable attorneys' fees.

b. Indemnification

You agree to indemnify and hold the Company harmless from any and all expenses, costs, causes of action and damages resulting from or arising out of your unauthorized acts or transactions.

c. Advertising

You agree not to conduct any advertising whatsoever, involving the Company, its names or products, without the prior written approval of the Company.

d. Collection of Initial Premium Payments

You agree to remit any monies collected by you on behalf of the Company promptly to the Company.

e. Prior Agreements

This Agreement supersedes any and all previous agreements between you and the Company. Any superseded agreement under which commissions and overrides are payable to you shall be considered as continuing in force solely for the purpose of such payments. This Agreement does not release you from obligations which are owed by you to the Company under any prior agreement.

f. Waiver

Failure of the Company to insist upon strict compliance with any provision of this Agreement or rule of the Company shall not constitute a waiver of the provision or rule.

g. Modification, Amendment and Assignment

No modification, amendment or assignment of this Agreement shall be valid unless in writing by a Vice President of the Company.

h. Alabama Law Governs

It is mutually agreed that all questions and issues relating to the validity of or performance under this Agreement shall be governed by the laws of the State of Alabama.

9. **ARBITRATION**

If any dispute or disagreement shall arise in connection with any interpretation of this agreement, its performance or nonperformance, or the figures and calculations used, the parties shall make every effort to meet and settle their disputes in good faith informally. If the parties cannot agree on a written settlement within ninety (90) days after it arises, or within a longer period agreed upon by the parties, then the matter in controversy shall be settled by arbitration, in accordance with the rules of the American Arbitration Association, and judgement upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The place of any arbitration shall be Birmingham, Alabama.

Complete if Recommended by
Independent General Agent (IGA)

Brokerage General Agent

Signature

Print or Type Name of Independent Producer

Signature

*TITLE : _____

Recommended By: _____
Print or Type Name

Signature

EMPIRE GENERAL LIFE ASSURANCE CORPORATION

By: _____
Signature

TITLE: _____ VICE PRESIDENT

*Indicate title ONLY if the Independent Producer is a corporation.



EMPIRE GENERAL
LIFE ASSURANCE CORPORATION

INDEPENDENT PRODUCER AGREEMENT

THIS SECTION TO BE COMPLETED BY THE HOME OFFICE

Name (herein referred to as you or your)

Effective Date

Code Number

1. PURPOSE

This Independent Producer Agreement (Agreement) allows Empire General Life Assurance Corporation (Company) to compensate you for the personal sales of life and other insurance business by you on behalf of the Company.

2. AGREEMENT

You agree to represent the Company as an independent contractor in accordance with the terms of this Agreement, the rules of the Company and the laws and regulations of the state(s) in which you operate. You further agree to obtain and maintain any state insurance license or appointment necessary to solicit business on behalf of the Company.

3. APPOINTMENT

You are appointed to represent the Company as an independent contractor in the state(s) in which you maintain the proper license or appointment, and are authorized to generate life and other insurance sales through personal production on behalf of the Company.

4. RELATIONSHIP

You are an independent contractor and nothing in this or any other agreement between you and the Company shall be construed to create the relationship of employee and employer between you and the Company.

As an independent contractor, you are free to operate your business in the manner you deem appropriate and are totally responsible for all expenses incurred in its operation. Further, you will not be treated as an employee for purposes of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act or income tax withholding. The filing and payment of self-employment and income taxes with the Federal and appropriate state governments are your sole responsibility. You agree to comply with the requirements of the federal and appropriate state government(s) with respect to the filing and payment of self-employment and income taxes on any remuneration from the Company.

As an independent contractor, it is contemplated that you may engage in non-life insurance business and represent other insurance companies.

5. COMPENSATION

a. First-Year and Renewal Commissions - Personally Produced Business

The Company agrees to pay you first-year and renewal commissions on business sold by you. Such compensation will be paid in accordance with the applicable Commission Schedule in effect when the

business is issued. Unless otherwise specified in the Commission Schedule, commissions are paid only on premiums paid to and actually received by the Company and will be paid in accordance with Company rules and procedures then in effect. The Commission Schedule is subject to change at any time upon notice to you by the Company and will affect business issued on and after the effective date of the change.

b. Vesting - First-Year and Renewal Commission

In the event of the termination of this Agreement other than for cause, the Company agrees to pay you, or in the event of death, your estate, all first-year and renewal commissions payable under this Agreement exclusive of service fees. If you are a corporation, commissions payable under this section shall be paid to you, your successors or assigns.

In the event this Agreement is terminated for cause, no further first-year or renewal commissions shall be payable, and all such payments shall cease immediately.

c. Service Fees

Service fees shall be paid on all business sold by or assigned to you by the Company if you are actively engaged in the servicing of the business and the Company is satisfied with the quality of service being provided. Service fees shall be paid in accordance with the applicable Commission Schedule in effect when the business is issued.

No further service fees shall be paid if this Agreement is terminated or if the Company is not satisfied with the quality of service you are providing. In either event, the Company shall have the right to assign the business to another agent and pay service fees to the agent for the servicing of the business.

d. Refund of Premium

If a premium is refunded for any reason by the Company, you agree to repay any amounts received on that policy, and such amount shall be in "Indebtedness" as that term is defined in Section 8a of this Agreement.

6. LIMITATION OF AUTHORITY

You agree not to perform any acts on behalf of the Company for which you are not authorized, such as:

- a. Accept risks, incur debt or liability, or make contracts;
- b. Waive, alter, modify or change any Company policy, terms, rates or customary requirements;
- c. Endorse checks payable to the Company;
- d. Deliver policies except in accordance with the Company's instructions and during the good health of the proposed insured; or
- e. Accept premiums, except for the limited exception of initial premiums in accordance with Company procedures.

7. TERMINATION

This Agreement may be terminated as follows:

- a. By you or by the Company, with or without cause, upon written notice by either party mailed to the other party at the last known address of such other party. Such termination shall be effective immediately upon mailing if said termination is for cause, or 30 days after mailing if said termination is without cause.

The Company's determination of what constitutes termination "for cause" shall be conclusive between the parties hereto.

- b. Automatically upon your death, disability or retirement of the Agent, or, if you are a corporation, upon dissolution or disqualification of the corporation.

Termination of this Agreement shall automatically terminate any supplements, addenda or amendments made a part of this Agreement.

Upon termination of this Agreement, you agree to return to the Company all supplies and equipment in your possession which are the property of the Company.

8. GENERAL PROVISIONS

- a. Indebtedness

The Company is hereby given a first lien upon any amounts due you, your estate, successors or assigns under this or any other agreement with the Company or its affiliates as security for payment of any indebtedness owed to the Company by you or by your sub-producers, if any. Any such indebtedness shall be considered a personal debt to the Company and the Company shall have the right to collect said indebtedness from you, your estate, successors or assigns. Any commissions, overrides or other amounts advanced or otherwise paid to you before actually earned shall be an indebtedness under this section.

Any indebtedness owed by you to the Company under this Agreement shall become immediately due and payable in full upon written demand by the Company. Interest shall accrue at the rate of 1% per month on any unpaid balance from the date of written demand until the date payment is made in full. If it becomes necessary to take any legal actions to collect any such indebtedness, the Agent agrees to pay all costs of collection plus reasonable attorneys' fees.

- b. Indemnification

You agree to indemnify and hold the Company harmless from any and all expenses, costs, causes of action and damages resulting from or arising out of your unauthorized acts or transactions.

- c. Advertising

You agree not to conduct any advertising whatsoever, involving the Company, its names or products, without the prior written approval of the Company.

- d. Collection of Initial Premium Payments

You agree to remit any monies collected by you on behalf of the Company promptly to the Company.

- e. Prior Agreements

This Agreement supersedes any and all previous agreements between you and the Company. Any superseded agreement under which commissions and overrides are payable to you shall be considered as continuing in force solely for the purpose of such payments. This Agreement does not release you from obligations which are owed by you to the Company under any prior agreement.

f. Waiver

Failure of the Company to insist upon strict compliance with any provision of this Agreement or rule of the Company shall not constitute a waiver of the provision or rule.

g. Modification, Amendment and Assignment

No modification, amendment or assignment of this Agreement shall be valid unless in writing by a Vice President of the Company.

h. Alabama Law Governs

It is mutually agreed that all questions and issues relating to the validity of or performance under this Agreement shall be governed by the laws of the State of Alabama.

9. ARBITRATION

If any dispute or disagreement shall arise in connection with any interpretation of this agreement, its performance or nonperformance, or the figures and calculations used, the parties shall make every effort to meet and settle their disputes in good faith informally. If the parties cannot agree on a written settlement within ninety (90) days after it arises, or within a longer period agreed upon by the parties, then the matter in controversy shall be settled by arbitration, in accordance with the rules of the American Arbitration Association, and judgement upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The place of any arbitration shall be Birmingham, Alabama.

Complete if Recommended by
Independent General Agent (IGA)

_____ Brokerage General Agent
_____ Signature

Print or Type Name of Independent Producer

Signature

*TITLE : _____

Recommended By: _____
Print or Type Name

Signature

EMPIRE GENERAL LIFE ASSURANCE CORPORATION

By: _____
Signature

TITLE: _____ VICE PRESIDENT

*Indicate title ONLY if the Independent Producer is a corporation.

INDEPENDENT SOLICITING PRODUCER AGREEMENT



EMPIRE GENERAL
LIFE ASSURANCE CORPORATION

Complete when paying commissions to a corp.

THIS SECTION TO BE COMPLETED BY THE HOME OFFICE

Name (herein referred to as you or your)

Effective Date

Code Number

1. PURPOSE

This Independent Soliciting Producer Agreement (Agreement) allows Empire General Life Assurance Corporation (Company) to compensate _____ (Agency) for the personal production of life and other insurance business by you on behalf of the Company.

2. AGREEMENT

You agree to represent Empire General Life Assurance Corporation as an independent contractor in accordance with the terms of this Agreement, the rules, policies, procedures and guidelines of the Company and the laws and regulations of the state(s) in which you operate. You further agree to obtain and maintain any state insurance license or appointment necessary to solicit business on behalf of the Company.

3. APPOINTMENT

You are appointed to represent the Company as an independent contractor in the state(s) in which you maintain the proper license or appointment, and are authorized to generate life insurance sales through personal production.

4. RELATIONSHIP

You are an independent contractor and nothing in this or any other agreement between you and the Company shall be construed to create the relationship of employee and employer between you and the Company.

As an independent contractor, you are free to operate your business in the manner you deem appropriate and are solely responsible for all expenses incurred in its operation. Further, you will not be treated as an employee for purposes of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act or income tax withholding. The filing and payment of self-employment and income taxes with the Federal and appropriate state governments are your sole responsibility. You agree to comply with the requirements of the federal and appropriate state government(s) with respect to the filing and payment of self-employment and income taxes on any remuneration from the Company.

As an independent contractor, it is contemplated that you may engage in non-life insurance business and represent other insurance companies.

5. COMPENSATION

You hereby direct and authorize the Company to pay any commissions due on business sold by you directly to the Agency and you waive all rights, title and interest to any commissions from the Company in connection with the solicitation of business for the Company. The amount of any commissions payable under this Agreement shall be determined in accordance with the contractual arrangement between the Agency and the Company. You understand and agree that you will be compensated solely by the Agency and will receive no commissions or other compensation from the Company.

6. LIMITATION OF AUTHORITY

You agree not to perform any acts on behalf of the Company for which you are not authorized, such as:

- a. Accept risks, incur debt or liability, or make contracts;
- b. Waive, alter, modify or change any Company policy, terms, rates or customary requirements;
- c. Endorse checks payable to the Company;
- d. Deliver policies except in accordance with the Company's instructions;
- e. Accept premiums, except for initial premiums in the form of checks payable to the Company and in accordance with Company procedures.

7. TERMINATION

This Agreement may be terminated as follows:

- a. By you or by the Company, with or without cause, immediately upon the mailing of written notice by either party to the other party to the last known address of such other party.

The Company's determination of what constitutes termination "for cause" shall be conclusive between the parties hereto.
- b. Automatically upon your death, disability or retirement, or, if you are a corporation, upon dissolution or disqualification of the corporation.
- c. Automatically upon the termination of your affiliation with the Agency or upon the termination of the Agency's relationship with the Company.

Termination of this Agreement shall automatically terminate any supplements, addendums or amendments made a part of this Agreement.

Upon termination of this Agreement, you agree to return to the Company all supplies and equipment in your possession which are the property of the Company.

8. ARBITRATION

Any disputes or controversies between you and the Company arising out of or relating to this Agreement, or breach thereof, shall, upon written demand of either party, be settled by arbitration conducted in the City of Birmingham, Alabama, and administered by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules as amended and effective on November 1, 1993 (the "AAA Rules"). Judgement on the award rendered by a majority of the panel of arbitrators may be entered in any court having jurisdiction. All costs and expenses of arbitration, including attorneys' fees, shall be borne by the losing party unless the panel of arbitrators shall decide otherwise.

Within thirty (30) days following receipt of the written demand to arbitrate, each party shall appoint an arbitrator and shall notify the other party of the name and address of its appointed arbitrator. The two party-appointed arbitrators shall select a third, neutral arbitrator in accordance with the AAA Rules. The three arbitrators shall constitute the panel of arbitrators, with the neutral arbitrator serving as the chairperson. All arbitrators shall have at least five (5) years of experience working in the life insurance industry or as an attorney handling matters relating to the life insurance industry.

9. GENERAL PROVISIONS

a. Indemnification

You agree to indemnify and hold the Company harmless from any and all expenses, costs, losses, liabilities, claims, fines, penalties and damages, including but not limited to attorneys' fees, resulting from or arising out of your unauthorized acts or transactions.

b. Advertising

You agree not to conduct any advertising whatsoever, including, without limitation, television, radio, print media, Internet, computer or electronic demonstrations or illustrations involving the Company, its name or products, without the prior written approval of the Company.

c. Monies Held in Trust

You agree to hold any monies collected by you on behalf of the Company in trust and to remit them promptly to the Company.

d. Prior Agreements

This Agreement supersedes any and all previous agreements between you and the Company. Any superseded agreement under which commissions or overrides are payable to you shall be considered as continuing in force solely for the purpose of such payments. This Agreement does not release you from obligations which are owed by you to the Company under any prior agreement.

e. Waiver

Failure of the Company to insist upon strict compliance with any provision of this Agreement or rule, policy, procedure or guideline of the Company shall not constitute a waiver of the provision, rule, policy, procedure or guideline.

f. Modification, Amendment and Assignment

No modification, amendment or assignment of this Agreement will be valid unless in writing and signed by an authorized officer of the Company. Any modification, amendment, or assignment of this Agreement by the Company shall become effective 10 days after written notification is sent to you.

g. Tennessee Law Governs

It is mutually agreed that all questions and issues relating to the validity of or performance under this Agreement shall be governed by the laws of the State of Tennessee.

Print or Type Name of Independent Soliciting Producer

Complete if Recommended by
Independent General Agent (IGA)

Signature

*Title _____

Recommended By: _____
Print or type name

Brokerage General Agent

Signature

Signature

EMPIRE GENERAL LIFE ASSURANCE CORPORATION

By _____
Signature

Title: VICE PRESIDENT

*Indicate title ONLY if the Independent Soliciting Producer is a corporation

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do NOT
send to the IRS.

Please print or type

Name (If a joint account or you changed your name, see **Specific Instructions** on page 2.)

Business name, if different from above, (See **Specific Instructions** on page 2.)

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, if you are a resident alien OR a sole proprietor, see the instructions on page 2. 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 2.

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number

| | + | | | |

OR

Employer identification number

| + | | | | |

List account number(s) here (optional)

Part II For Payees Exempt From Backup Withholding (See the instructions on page 2.)

Part III 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.

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 2.)

Sign
Here

Signature ▶

Date ▶

Purpose of form. A person who is required to file an information return with the IRS must get 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.

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

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

If you are a foreign person, IRS prefers you use a Form W-8 (certificate of foreign status). After December 31, 2000, foreign persons must use an appropriate Form W-8.

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.

What is backup withholding? Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. 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.

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 not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part III instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
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 3 above (for reportable interest and dividend accounts opened after 1983 only).

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

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 social security card. 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 enter in Part I of the form.

Sole proprietor. You must enter your individual name as shown on your social security card. You may enter your business, trade, or "doing business as" name on the business name line.

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

Part I—Taxpayer Identification Number (TIN)

You must 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, using your EIN may result in unnecessary notices to the requester.

Note: See the chart on this page 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. Get 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 get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS's Internet Web Site at www.irs.gov.

If you 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. Other payments are subject to backup withholding.

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

Part II—For Payees Exempt From Backup Withholding

Individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the separate Instructions for the Requester of Form W-9.

If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding. Enter your correct TIN in Part I, write "Exempt" in Part II, and sign and date the form.

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

Part III—Certification

For a joint account, only the person whose TIN is shown in Part I should sign (when required).

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 state tuition program payments, IRA or MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give 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 MSA. 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, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 31% 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.

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 ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	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

¹ 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.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name, but you may also enter your business or "doing business as" name. You may use either your SSN or EIN (if you have one).

⁴ 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.)

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.



Empire General Life Assurance Corporation
P. O. Box 310
Shawnee Mission, KS 66201

Commission Direct Deposit Authorization

Name: _____

Agent Address: _____
P. O. Box/Street City State Zip Code

Agent Number(s): _____

I hereby authorize Empire General Life Assurance Corporation to initiate credit entries and to initiate, if necessary, debit entries as adjustments for any credit entries made in error to my account indicated below and the financial institution named below to credit/or debit the same to such account.

Name of Financial Institution: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Account Number (Checking): _____ or (Savings): _____

A voided check or deposit slip with an account name matching the name shown above must accompany this form.

This authority is to remain in full force until Empire General has either received written notification from me on its termination in such time and in such manner as to afford Empire General a reasonable opportunity to act on it. This authorization may, at the discretion of Empire General, survive the termination of my Independent Producer Agreement.

Signature: _____ Date: _____

Please return this form to:

Empire General Life Assurance Corporation
ATTN: Commissions
P. O. Box 310
Shawnee Mission, KS 66201

Due to the bank notification process required to initiate your Automatic Deposit, your authorization will become effective in approximately three weeks. To ensure proper and efficient deposits of your commissions, please notify Empire General/Commission Department of all bank account changes. Your commission statement will indicate when a direct deposit or adjustment has been made.

JUN 05 '99 12:02PM EMPIRE GENERAL MAIL

**EMPIRE GENERAL
LIFE ASSURANCE CORPORATION**

ASSIGNMENT OF COMMISSIONS

For good and valuable consideration, the undersigned _____
(Assignor) hereby sells, assigns, transfers, sets over and delivers to _____
(Assignee), whose address is _____
all his right, title, and interest in and to all commission payments of any kind (excluding commission overrides) now due or to become
due him under the terms of the _____
dated _____, under Agent Code Number _____, entered into by and between himself and
EMPIRE GENERAL LIFE ASSURANCE CORPORATION, Shawnee Mission, Kansas, and all supplements, amendments and additions
thereto.

Assignor hereby expressly authorizes and instructs **EMPIRE GENERAL LIFE ASSURANCE CORPORATION** to pay to the Assignee
said commissions monthly as they accrue. Payment of said commissions to the Assignee shall discharge **EMPIRE GENERAL LIFE
ASSURANCE CORPORATION** from all liability to the Assignor for the payment of such commissions to the same extent as if payment
thereof had been made directly to the Assignor.

It is expressly understood and agreed that this assignment is subject to the rights of **EMPIRE GENERAL LIFE ASSURANCE
CORPORATION** whether under the terms of the above indicated agreement or otherwise, to deduct from said commissions due the
Assignor any and all indebtedness now due or which may become due **EMPIRE GENERAL LIFE ASSURANCE CORPORATION** from
the Assignor, and is also subject to any prior assignment of interest in the commissions herein assigned.

IN WITNESS WHEREOF, the Assignor has hereunder set his hand and seal this _____ day of _____, _____

Witness

Assignor

Corporate Assignor

By: _____

Title: _____

NOTE: Earnings on commissions will be reported to the IRS for the Party who signed the contract on which commissions are being
paid. A notation will be made on the 1099 form indicating that the commissions were assigned.

Filed in the Home Office of **EMPIRE GENERAL LIFE ASSURANCE CORPORATION**, Shawnee Mission, Kansas, this _____
day of _____, _____

EMPIRE GENERAL LIFE ASSURANCE CORPORATION assumes no responsibility for the validity or legality of the foregoing
assignment.

EMPIRE GENERAL LIFE ASSURANCE CORPORATION

By: _____

Title: _____

**INSTRUCTIONS FOR COMPLETING FORMS
ASSIGNMENT OF COMMISSION**

1. The Assignment of Commission form must be fully completed in triplicate and the contract which is to be assigned should be
noted in the space provided. Separate forms must be completed for each contract and Agent Code Number to be assigned.
2. The forms must be signed by the party who holds the contract for which commissions are to be assigned. (If the Contract is in
the name of a corporation or partnership, the signature of an Officer or Partner is required.)
3. The completed forms must be sent to the Home Office of **EMPIRE GENERAL LIFE ASSURANCE CORPORATION** for
recording. No Assignment shall become effective until recorded by the Home Office.

JUN 05 1995 12:02PM EMPIRE GENERAL MAIL

RELEASE OF ASSIGNMENT

The object for which the assignment of commissions on the reverse side of this document having been fully discharged and satisfied, the undersigned does hereby release and relinquish to the Assignor, all interest conveyed by said assignment.

Witness our hand and seal of this _____ day of _____, _____.

Assignee

Corporate Assignee

By: _____

Title: _____

ACKNOWLEDGEMENT

State of _____

County of _____

I, the undersigned authority, in and for said county, in said state, hereby certify that _____ whose name as _____ of _____ is signed to the foregoing release of assignment, and who is known to me, acknowledged before me on this day that being informed of the contents of this release of assignment, he, in his individual capacity or as such officer and with full authority, executed the same voluntarily for and as the act represented.

Notary Public

INSTRUCTIONS FOR COMPLETING FORMS

RELEASE OF ASSIGNMENT OF COMMISSIONS

1. The Release of Assignment form must be fully completed.
2. The form must be signed in the presence of a Notary Public by the party to whom commissions are assigned. (If the Assignee is a Corporation or Partnership, the signature of one Officer or Partner is required.) The Notary Seal must be affixed.
3. The completed and notarized form must be sent to the Home Office of EMPIRE GENERAL LIFE ASSURANCE CORPORATION for recording. The Release of Assignment shall not become effective until recorded by the Home Office.

EMPIRE GENERAL LIFE ASSURANCE CORPORATION

Independent Producer Commission Schedule

Term to 96

For Policies Issued with a Policy Date On or After July 1, 2003

All First Year and Renewal Commissions are subject to the provisions and terms of your Independent Producer Agreement or Independent Soliciting Producer Agreement.

I. NEW SALES

<u>EG Term Series*</u>	<u>First Year</u>	<u>Years 2-10</u>
EG-10	65%	0%
EG-15	75%	0%
EG-20	80%	0%
EG-30	80%	0%

*Annual policy fee is non-commissionable.

RIDERS AND BENEFITS

First year commissions on riders and benefits will be at the same rate as the policy to which they are attached and will be paid on the premium charged for each rider or benefit. Renewal commissions will be paid at the same rate, on the same basis, as the policy to which they are attached.

SPECIAL RULES

1. No commission is paid on Temporary Flat Extra premiums.
2. First year commissions will be paid on the premium charged for a Table Rating at the same rate and on the same basis as the policy to which it is attached.

II. ADDITIONS TO EXISTING PLANS

When riders or benefits are added to a policy already in force, the same rate of commission as is then being paid on the policy to which they are attached will apply to the premium for the additional rider or benefit.

III. GENERAL PROVISIONS

1. Commissions on policy changes, exchanges, or similar activities will be paid in accordance with Corporation rules and procedures then in effect at the time the transaction occurs.
2. The Corporation has the right to modify the commission which would otherwise be payable on any portion of the insurance reinsured.
3. For any policy not included in this schedule, the commission will be as determined by the Corporation.

EMPIRE GENERAL LIFE ASSURANCE CORPORATION

Independent Producer Commission Schedule

Universal Life

For Policies Issued with a Policy Date On or After August 1, 2004

All First Year and Renewal Commissions are subject to the provisions and terms of your Independent Producer Agreement.

I. NEW SALES

<u>Base Plan</u>	<u>First Year</u>		<u>Second Year</u>		<u>Renewal Commission</u>	
	<u>Comm. Target</u>	<u>Excess</u>	<u>Comm. Target</u>	<u>Excess</u>	<u>Years 2-10</u>	<u>Years 11+</u>
EG Accelerator II	80%	4%	NA	NA	2% of Prem.	.25% of Prem.
EG Alternative II	80%	4%	NA	NA	2% of Prem.	.25% of Prem.
EG Advantage ⁽¹⁾	80%	4%	(1)	NA	2% of Prem.	.25% of Prem.
EG Select-Flex UL ⁽¹⁾	80%	4%	(1)	NA	2% of Prem.	.25% of Prem.
EG Select-Flex II ⁽¹⁾	80%	4%	(1)	NA	2% of Prem.	.25% of Prem.
EG Survivorship UL	65%	4%	NA	NA	2% of Prem.	.25% of Prem.

⁽¹⁾Twenty-four (24) months are allowed to reach Commissionable Target for First year commissions. See Special Rules (#3) below.

RIDERS AND BENEFITS

First year commissions on riders and benefits will be at the same rate as the policy to which they are attached and will be paid on the premium charged for each rider or benefit. Renewal commissions will be paid at the same rate, on the same basis, as the policy to which they are attached.

SPECIAL RULES

1. No commission is paid on Temporary Flat Extra premiums.
2. First year commissions will be paid on the Commissionable Target Premium increase for a Table Rating at the same rate as the basic policy.
3. EG Advantage, EG Select-Flex UL, and EG Select-Flex II - Allows two years to reach Commissionable Target Premium and receive full first year commission percentage on premiums paid between Minimum and Commissionable Target. Excess (first year) and/or Renewal (second year and beyond) commission will be applied to premium in excess of Commissionable Target.
4. EG Advantage - The maximum Commissionable Target Premium is the commissionable target for age 75. Premium paid in excess of the age 75 commissionable target will be commissioned as excess.

5. Covered Insured Rider (CIR) - The maximum commissionable target premium is the commissionable target for issue age 65, on all plans.
6. No commission is paid on premium payments beyond age 99.

II. ADDITIONS TO EXISTING PLANS

When riders or benefits are added to a policy already in force, the same rate of commission as is then being paid on the policy to which they are attached will apply to the premium for the additional rider or benefit. (For example, if a waiver is added after the first policy year, only renewal commission will be paid.)

III. GENERAL PROVISIONS

1. Commissions on policy changes, exchanges, or similar activities will be paid in accordance with Corporation rules and procedures then in effect at the time the transaction occurs.
2. The Corporation has the right to modify the commission which would otherwise be payable on any portion of the insurance reinsured.
3. First year or renewal commissions are not payable on any policy in effect under one of the nonforfeiture options.
4. For any policy not included in this schedule, the commission will be as determined by the Corporation.

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.

Page 2

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