



Agent Contracting Instructions

Please print clearly

Agent:

1. Complete and sign Agent Appointment Request Form
2. Complete and Sign Contract
3. Complete Schedule A

General Agent:

1. Please print General Agent Name
2. Authorized signature required where indicated
3. Please furnish a copy of the Agent's life insurance license, E&O coverage and NASD registration
4. Fax completed package to: (800) 837-4669

OR

Mail completed package to:

Liberty Life Assurance Co of Boston
100 Liberty Way
Dover, NH 03820
ATTN: FILA Sales Administration

Liberty Life:

Confirmation of appointment will be emailed to the Agent and the General Agent's appointment contact on file.

Liberty Life Assurance Company of Boston
a member of the Liberty Mutual Group



Liberty Life Assurance Company of Boston
Agent Appointment Request Form

Name: _____

Date of Birth: _____
(Required)

Social Security #: _____
(Required)

E-mail address: **annuity@cpsinsurance.com**

Business

Address: **9 Corporate Park Dr Ste 100 Irvine,**
CA 92606

Residential Address:

Business #: **949-863-0700** Fax #: **949-863-9318** Cell Phone #: _____

General Insurance Agency: _____

General Insurance Agency Address: _____

State(s) where Liberty Life business will be written: _____

Broker-Dealer (if applicable): _____

Please attach a copy of the representative's current life license for each state identified above, a copy of their

NASD registration and copy of E&O declaration page.

To be completed by Agent:

In completing this application and in accord with state insurance requirements, I understand that an investigative report as to my general reputation and personal character may be made. I authorize all persons and entities to release all written and verbal information about me to Liberty Life Assurance Company of Boston or a designated representative.

Agent's Signature: _____ Date: _____

To be completed by General Insurance Agency:

_____ Date: _____
Affiliated General Agency (If applicable)

_____ Affiliated General Agency Address

LLAC Home Office Use Only:

AGENT AGREEMENT

THIS AGREEMENT is effective as of _____ by and between Liberty Life Assurance Company of Boston, with offices at 175 Berkeley Street, Boston, MA. (hereinafter referred to as "Liberty Life") and

Print Agent Name

with offices at: _____ (hereinafter referred to as "Agent").

Liberty Life and Agent agree as follows:

1. **PURPOSE**

Agent desires to enter into an agency agreement with Liberty Life for the purpose of selling certain individual life insurance and annuity contracts identified in Schedule A (hereafter Policies).

2. **AUTHORIZATION**

Agent agrees to solicit applications for the Policies, to deliver the Policies, and to collect the first premium thereon in conformance with applicable state laws. All solicitations for the Policies will be made only by duly authorized agents who possess the required licenses and appointments. Continued solicitation for the Policies shall be contingent upon the continuing qualification of such agents by possession of the required licenses and appointments. Solicitation may occur only in those states in which Liberty Life is admitted to do business and in which the Policies have been approved for sale by the appropriate regulatory authority.

3. **INDEMNIFICATION**

Agent shall indemnify and hold harmless Liberty Life, its affiliates, officers, directors, employees and agents from all loss, expense, cost and liability resulting from any unauthorized acts or transactions by Agent and by any other persons engaged by Agent and acting on Agent's behalf. Liberty Life shall indemnify and hold harmless Agent from any damage or expenses which Agent may incur arising from Liberty Life's breach of this Agreement.

4. **OBLIGATIONS OF AGENT**

AGENT shall review applications for the Policies and promptly forward them to Liberty Life together with any premium payments received with such applications without deduction for compensation. Applications shall be sent to Liberty Life's Individual Life FILAS Department, 100 Liberty Way, Dover, NH 03820. Checks or money orders for the payment of premiums shall be drawn to the order of Liberty Life Assurance Company of Boston. Agent has no authority to deposit or endorse checks payable to Liberty Life without the prior written approval of Liberty Life. Liberty Life has the right to reject any application for a Policy and return any premium payment made in connection therewith.

5. **REPRESENTATIONS**

Agent will offer and sell the Policies only in accordance with the terms and conditions of this Agreement and will make no representations not included in any authorized supplemental material approved by Liberty Life. Neither the Agent nor its sub-agents has authority to change, omit, add to, or waive any question, statement or answer on any application for insurance or on any related provision of any Policies issued by Liberty Life. Agent shall not use, or permit to be used, advertising media with regard to the Policies without the prior written approval of Liberty Life.

Agent agrees to comply with the established rules and regulations of Liberty Life now in effect or which may be established hereafter. Agent will not make misrepresentations or incomplete comparisons for the purpose of inducing a policyholder in any company to lapse, forfeit or surrender his insurance. Agent will not disparage a competitor or a competitor's insurance products. Agent will not incur any indebtedness or liability to the company.

6. **INDEPENDENT CONTRACTOR**

Agent is performing the acts covered by this Agreement in the capacity of independent contractor and not as an employee of Liberty Life. Agent shall be free and independent to exercise its own judgment as to the persons from whom insurance will be solicited as well as the time, place and manner of such solicitation. Liberty Life shall not be liable for any obligation, act or omission of Agent.

7. **COMPENSATION**

Agent shall be paid compensation for the sale of Policies as set forth in Schedule A, attached hereto. Any Compensation Schedule can be changed prospectively by Liberty Life as of a specified date, provided such date is at least 10 days after the date the change is mailed to Agent's last-known address. Any such change will apply only to Policies issued on or after the effective date of the change.

8. **ERRORS AND OMISSION COVERAGE**

Agent and all sub-agents shall secure at their own expense insurance coverage for Errors and Omissions Liability in an amount of not less than One Million dollars (\$1,000,000) per claim and One Million dollars (\$1,000,000) annual aggregate to protect against claims which may arise from services under this Agreement. Such coverage shall be an essential term and condition of this Agreement and failure to secure and maintain same shall result in immediate termination of this Agreement for cause.

9. **TERMINATION**

- a) Either party may, without cause, terminate this Agreement upon thirty (30) days prior written notice to the other party at its last-known business address.
- b) This Agreement will terminate automatically upon the death of the Agent or if Agent shall cease to possess the requisite licenses and appointments.
- c) This Agreement may be terminated by Liberty Life at any time for cause with the opportunity to cure when the reasons for termination include, but not be limited to, (1) the violation of any provision of this contract or of the published rules and regulations of Liberty Life that are then in effect; and (2) any willful act or omission which is not in the best interests of Liberty Life or its insureds.
- d) This Agreement may be terminated by Liberty Life at any time for cause with no opportunity to cure when the reasons for termination for cause shall include, but not be limited to, conversion, fraud, embezzlement or similar activity. Termination for cause will become effective upon the mailing of a notice of termination to the General Agent's last-known address.
- e) Failure of Liberty Life to terminate this Agreement upon knowledge of a cause shall not constitute a waiver of the right to terminate at a later time for such cause. If this contract is terminated for cause with no opportunity to cure as described above, all rights to compensation which might otherwise be payable under this contract shall cease and the Agent's right, title and interest in and to such commissions and compensation shall be forever barred.
- f) No provision of this Agreement other than provisions 3, 6, 7, 10 and 11 shall continue in force after any termination. Provision 7 shall not apply to any new applications for the Policies dated after the date of termination and is subject to any limitations contained in provision 9(c).

10. **CONFIDENTIALITY**

Each party to this Agreement shall maintain the confidentiality of any client list or any other proprietary information that they may acquire in the performance of this Agreement and shall not use such information for any purpose unrelated to this Agreement without the prior written consent of the other party.

Each party to this Agreement further agree to hold in confidence any and all non-public personally identifiable information about consumers or customers for the Policies (individually and collectively, "Consumer/Customer Information") obtained from each other during the term of this Agreement. "Non-public personally identifiable information" is financial or medical information of or concerning a private person which either has been obtained from sources which are not available to the general public or obtained from the person who is the subject and which information is included in data files exchanged by the parties hereto. For the purposes hereof the terms shall include data elements such as names and addresses of individuals. All such information shall be maintained in confidence and not further transferred nor used for any purposes other than as permitted hereunder. The parties further agree not to disclose Consumer/Customer Information to nonaffiliated third parties except as may be:

1. necessary to carry out the joint marketing or in the ordinary course of business to carry out that joint marketing;
2. necessary to effect, administer, service or enforce products and services obtained under this Agreement; or,
3. required or permitted by law.

Each party to this Agreement agrees to apply reasonable customary business practices to protect and secure Consumer/Customer Information from unauthorized release or distribution and to limit access and usage of such information to those employees, officers, agents and representatives necessary to provide the products and services under this Agreement.

Agent shall from time to time during regular business hours and upon reasonable notice permit Liberty Life to perform security audits of Agent's facilities and equipment, and such other audits as may be necessary to ensure Agent's compliance with the terms and conditions of this Agreement including but not limited to all requirements related to the protection of Consumer/Customer Information, which audits shall be performed at Liberty Life's sole expense.

11. **ASSIGNMENT**

This Agreement or any compensation due hereunder, may not be assigned by Agent except with the prior written consent of Liberty Life. This Agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by the duly authorized persons as of the day and year written below.

**LIBERTY LIFE ASSURANCE COMPANY
OF BOSTON**

By: _____

Title: _____

Date: _____

General Agent

AGENT (Print name of AGENT)

By: _____
(Signature of AGENT)

Title: _____

Date: _____

SCHEDULE A
POLICY AND COMPENSATION SCHEDULE

This schedule is attached to and made a part of the most current executed Agent Agreement between Liberty Life Assurance Company of Boston (Liberty Life) and _____ (Agent), and is subject to all the terms and conditions of the Agent Agreement.

The life insurance and annuity products ("the Policies") referred to in the Agent Agreement, and the compensation for the sale of such Policies are described below. Rates are reduced by the corresponding percentage that Liberty Life pays directly to sub-agents.

FOR SINGLE PAYMENT POLICIES:

1. Life insurance and annuities

Base commissions will be a percent of the single premium after receipt by Liberty Life of the premium payment and issuance of a Contract.

2. Agent shall receive commissions at the rates shown in the tables below:

	Single Payment Whole Life		Single Premium Immediate Annuity	Single Premium Deferred Annuity	Freedom Series - SPDA	Freedom Series - SPDA
	0-80	81-85			0-80	81-85
Base Commission	3%	1.5%	3%	2%	4%	2%
Expense Reimbursement Allowance	2.5%	1.25%	n/a	1%	N/A	n/a

However, no compensation shall be paid on:

- a) A Policy returned pursuant to a "Free Look" provision for a return of premium, or if a premium is refunded to a contractholder by Liberty Life for any other reason; OR
- b) Premium received from a Policy contractholder when an existing life insurance or annuity contract issued by Liberty Life on the same life has lapsed, been terminated or surrendered, been continued on a nonforfeiture option, or been changed, modified or converted in any manner, within 6 months of the date of the application for the new Policy or 12 months after the issue date of the new Policy, except to the extent that the first year's annualized premium for the new Policy exceeds the first year's annualized premium of the existing policy.
- c) In the event a Policy, other than an Estate Maximizer II policy providing a return of premium benefit*, is lapsed or fully surrendered within 12 months of its date of issue, there will be a chargeback of 100% of the compensation previously paid with respect to the Policy. In the event a Policy has a loan of principal or partial withdrawal within 12 months of its date of issue, there will be a prorata chargeback of the compensation previously paid with respect to the Policy.

In the event an Estate Maximizer II policy providing a return of premium benefit* is lapsed or fully surrendered within 24 months of its date of issue, there will be a chargeback of 100% of the compensation previously paid with respect to the Policy. In the event a Policy has a loan of principal or partial withdrawal within 24 months of its date of issue, there will be a prorata chargeback of the compensation previously paid with respect to the Policy.

* Estate Maximizer II policies refer to those Single Payment Whole Life Insurance Contracts, written on form SPWL-200314, and any variations of this form as may be required by insurance regulatory authorities.

- d) In the event a death occurs during the first 12 months from the date of issue on a Freedom Series Deferred Annuity, there will be a chargeback of 100% of the compensation previously paid with respect to the Policy.

FOR ALL OTHER POLICIES:

1. Universal life policies

Base commissions and overrides will be a percent of the first year's annualized commissionable premium after receipt by Liberty Life of the first premium payment and issuance of a Contract.

Expense Reimbursement Allowances will be a percent of each premium received by Liberty Life, as it is received, for the first contract year, up to the commissionable premium.

Excess commissions will be a percent of premium payments exceeding the first year's commissionable premium as they are received in the first contract year.

Renewal commissions will be a percent of each premium received in years 2 and thereafter as it is received.

The commissionable premium is the minimum premium up to issue age 70. For issue ages over 70, commissionable premium is the minimum premium for a 70 year old. Commissionable premiums exclude flat extra ratings.

2. All other policies

Base commissions and overrides will be a percent of the first year's annualized premium after receipt by Liberty Life of the first premium payment and issuance of a Contract.

Expense Reimbursement Allowances will be a percent of each premium received by Liberty Life, as it is received, for the first contract year.

Renewal commissions will be a percent of each premium received in years 2 and thereafter as it is received.

3. Agent shall receive the commissions, overrides and expense reimbursement allowances at the rates shown in the tables below.

	Universal Life
Base Commission	50%
Override	0%
Expense Reimbursement Allowance	30%
Excess Yr 1	3.5%
Renewal Yrs 2-3	4%
Renewal Yrs 4-15	3%
Renewal Yrs 16+	2%

	Permanent Plans
Base Commission	50%
Override	0%
Expense Reimbursement Allowance	30%
Renewal	3%

TERM					MORTGAGE PROTECTION	
	Passport 10	Passport 20	Passport 20/10 Yr Guarantee	Passport 30	Mortgage Protection	Joint Mortgage Protection
Base Commission	45%	45%	45%	45%	45%	45%
Override	0%	0%	0%	0%	0%	0%
Expense Reimbursement Allowance	10%	20%	20%	20%	30%	30%
Renewal Yr 2-10	3%	3%	3%	3%	n/a	n/a
Renewal Yr 11+	2%	2%	2%	2%	n/a	n/a
Renewal Yrs 2-4	n/a	n/a	n/a	n/a	7%	7%
Renewal Yrs 5+	n/a	n/a	n/a	n/a	2%	2%

- (a) In the event any purchaser of a Policy elects to return such Policy pursuant to a “Free Look” provision for a return of premium, or if a premium is refunded to a contractholder by Liberty Life for any other reason, no compensation will be payable to the Agent.
- (b) Notwithstanding the above, reduced compensation will be paid on a new policy when an existing policy issued by Liberty Life on the same life has lapsed, been terminated or surrendered, been continued on a nonforfeiture option, or been changed, modified or converted in any manner, within six months of the application or twelve months after the issue date of the new policy. Under these circumstances, the first-year commission rate will be paid only on the excess, if any, of the first year’s annualized premium for the new policy over the first year’s annualized premium of the existing policy. Beginning with the second year, the standard renewal commission rates will apply to the entire premium.
- (c) In the event any Policy is lapsed or fully surrendered within 6 months of its date of issue, Liberty Life will deduct from any compensation otherwise due the Agent, 100% of the compensation previously paid with respect to the Policy. In the event any Policy is lapsed or fully surrendered after 6 months, but before 12 months of its date of issue, Liberty Life will deduct from any compensation otherwise due Agent a percentage of the compensation previously paid with respect to the Policy as follows:
- i) 50% if lapsed or fully surrendered after 6 months but before 7 months of date of issue;
 - ii) 41% if lapsed or fully surrendered after 7 months but before 8 months of date of issue;
 - iii) 33% if lapsed or fully surrendered after 8 months but before 9 months of date of issue;
 - iv) 25% if lapsed or fully surrendered after 9 months but before 10 months of date of issue;
 - v) 16% if lapsed or fully surrendered after 10 months but before 11 months of date of issue; and
 - vi) 8% if lapsed or fully surrendered after 11 months but before 12 months of date of issue.

Legacy Link

1. Legacy Link™ is written as a combination of a Single Payment Immediate Annuity (SPIA) and a Universal Life Contract (UL).

Base commissions will be based on the total premium placed in the Single Payment Immediate Annuity Contract after receipt by Liberty Life of the premium payment and issuance of the policies.

Renewal commission will be a percent of all the premium for the UL as it is received.

2. Agent shall receive the commissions, overrides and expense reimbursement allowances at the rates shown in the table below.

	LEGACY LINK™ WRITTEN AS A COMBINATION OF A SINGLE PAYMENT IMMEDIATE ANNUITY (SPIA) AND A UNIVERSAL LIFE INSURANCE CONTRACT (UL)	
	Insured Ages 0-64	Insured Ages 65 and above
Base Commission	6%	8%
Renewal Years 2 and 3	%	%
Renewal Years 4 through 10	%	%

- (a) Commission shall not be paid on both policies returned pursuant to a “Free Look” provision for a return of premium, or if a premium is refunded to a contractholder by Liberty Life for any reason. In the event the UL has a loan of principal or partial withdrawal within 12 months of its date of issue, there will be a prorata chargeback of the compensation previously paid with respect to the Policy
- (b) Notwithstanding the above, reduced compensation will be paid on a new policy when an existing policy issued by Liberty Life on the same life has lapsed, been terminated or surrendered, been continued on a nonforfeiture option, or been changed, modified or converted in any manner, within six months of the application or twelve months after the issue date of the new policy. Under these circumstances, the first year commission rate will be paid only on the excess, if any, of the first year’s annualized premium for the new policy over the first year’s annualized premium of the existing policy. Beginning with the second year, the standard renewal commission rates will apply to the entire premium.
- (c) In the event one or both of the combined policies is returned pursuant to a “Free Look” provision for a return of premium, or if a premium on one of the policies is refunded to a contractholder by Liberty Life for any reason, there will be a chargeback of 100% of the compensation previously paid with respect to the policy terminated. For chargeback purposes, the single premium immediate annuity commission will be the rate shown for Single Premium Immediate Annuities above. The balance will be considered commission on the UL.
- (d) In the event one or both policies are lapsed or fully surrendered within 12 months of its date of issue, there will be a chargeback of 100% of the compensation previously paid with respect to the Policy terminated. For chargeback purposes, the single premium immediate annuity commission will be the rate shown for Single Premium Immediate Annuities above. The balance will be considered commission on the UL.

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 _____

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? _____

Page 1

***** 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, judgements, 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