

CARRIER: RBC/LIBERTY LIFE
PACKET CURRENT AS OF: 04-06-05

**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.**



**RBC
Insurance**

**PRODUCER APPLICATION
FOR APPOINTMENT**

Business Men's Assurance Company of America
Liberty Life Insurance Company Mailing Address for both: PO Box 789, Greenville, SC 29602-0789
Overnight address: 2000 Wade Hampton Blvd, Greenville, SC 29615-1064

BMA: 1-800-234-5514, Option-3
LLIC: 1-866-765-4555, Option-2
Fax: 1.864.609.3118

Complete each of the following:

To be contracted / appointed with: ☐ BMA ☒ Liberty Life Insurance Company ☐ Both

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

CPS INSURANCE SERVICES #51008

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

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

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

Personal Information

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

Residence Address
Street or PO Box Suite City State Zip Code

Mailing Address
Street or PO Box Suite City State Zip Code

Residence Phone: Business Phone:

Date of Birth: FAX: E-mail Address:

Agency Information (Complete this section if requesting Agency Appointment)

Agency Name: Federal Tax I.D. #:
(As it appears on company license - please attach current copy)

Business Address:
Street or PO Box Suite City State Zip Code

Business Phone: FAX: Company Contact Email Address:

Qualified Officer for Agency:

LICENSING & APPOINTMENT INFORMATION

☐ Resident State Appointment: License Number:
IDENTIFY STATE (Include a copy of your resident license with this form.)

☐ Non-Resident State Appointment(s):
(Check this box if you are requesting non-resident appointment(s) - List the states for which you are requesting appointments and attach a separate sheet listing all states if necessary). IMPORTANT: Include non-resident license copies for all non-res states you wish to be appointed in.)

Additional Information:

	YES	NO
1. Have you ever been convicted of, or are you currently charged with, committing a crime, whether or not adjudication was withheld?	<input type="checkbox"/>	<input type="checkbox"/>
If you have a felony conviction, have you applied for a waiver as required by 18 USC 1033?	<input type="checkbox"/>	<input type="checkbox"/>
If so, was that waiver granted? (Attach copy of 1033 waiver approved by home state.)	<input type="checkbox"/>	<input type="checkbox"/>
If you answer yes, you must attach to this application: a) A written statement explaining the circumstances of each incident, b) A certified copy of the charging document, and c) A certified copy of the official document which demonstrates the resolution of the charges or any final judgment.		

		YES	NO
2.	<p>Have you or any business in which you are or where an owner, partner, officer or director ever been involved in an administrative proceeding regarding any professional or occupational license?</p> <p>If you answer yes, you must attach to this application:</p> <p>a) A written statement identifying the type of license and explaining the circumstances of each incident,</p> <p>b) A certified copy of the Notice of Hearing or other document that states the charges and allegations, and</p> <p>c) A certified copy of the official document which demonstrates the resolution of the charges or any final judgment.</p>	<input type="checkbox"/>	<input type="checkbox"/>
3.	<p>Has any demand been made or judgment rendered against you for overdue monies by an insurer, insured or producer, or have you ever been subject to a bankruptcy proceeding?</p> <p>If you answer yes, submit a statement summarizing the details of the indebtedness and arrangements for repayment, and/or type and location of bankruptcy.</p>	<input type="checkbox"/>	<input type="checkbox"/>
4.	<p>Have you been notified by any jurisdiction to which you are applying of any delinquent tax obligation that is not the subject of a repayment agreement?</p> <p>If you answer yes, identify the jurisdiction(s): <input type="text"/></p>	<input type="checkbox"/>	<input type="checkbox"/>
5.	<p>Are you currently a party to, or have you ever been found liable in, any lawsuit or arbitration proceeding involving allegations of fraud, misappropriation or conversion of funds, misrepresentation or breach of fiduciary duty?</p> <p>If you answer yes, you must attach to this application:</p> <p>a) A written statement summarizing the details of each incident,</p> <p>b) A certified copy of the Petition, Complaint or other document that commenced the lawsuit or arbitration, and</p> <p>c) A certified copy of the official document which demonstrates the resolution of the charges or any final judgment.</p>	<input type="checkbox"/>	<input type="checkbox"/>
6.	<p>Have you or any business in which you are or were an owner, partner, officer or director ever had an insurance agency contract or any other business relationship with an insurance company terminated for any alleged misconduct?</p> <p>If you answer yes, you must attach to this application:</p> <p>a) A written statement summarizing the details of each incident and explaining why you feel this incident should not prevent you from receiving an insurance license, and</p> <p>b) Certified copies of all relevant documents.</p>	<input type="checkbox"/>	<input type="checkbox"/>
7.	<p>Do you have a child support obligation in arrearage?</p> <p>If you answer yes to Question 7, by how many months are you in arrearage? <input type="text"/> Months</p>	<input type="checkbox"/>	<input type="checkbox"/>
8.	Are you the subject of a child support related subpoena or warrant?	<input type="checkbox"/>	<input type="checkbox"/>

I hereby certify that I have reviewed this Application for Appointment and that the information is true, correct and complete. If any information given to obtain or maintain an appointment is found to be incorrect or incomplete, it will be grounds for rejecting the application or for termination of my appointment. Liberty Life Insurance Company and Business Men's Assurance Company of America retain sole authority to terminate any of their respective appointments, subject to applicable laws and regulations.

Dated at this day of , 20

SIGNATURE

Name of Applicant (Please print)

Signature of Applicant



CONSENT & AUTHORIZATION

Business Men's Assurance Company of America
Liberty Life Insurance Company
Mailing Address for both: PO Box 789, Greenville, SC 29602-0789
Overnight address for both: 2000 Wade Hampton Blvd, Greenville, SC 29615-1064

BMA: 1-800-234-5514, Option-3
LLIC: 1-866-765-4555, Option-2
Fax: 1.864.609.3118

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

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

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

Dated at This Day of , 20 .

SIGNATURE

Name of Applicant (Please Print)

Signature of Applicant



**RBC
Insurance**

AUTHORIZATION FOR AUTOMATIC PAY DEPOSIT

Business Men's Assurance Company of America
Liberty Life Insurance Company PO Box 789, Greenville, SC 29602-0789
Overnight address: 2000 Wade Hampton Blvd, Greenville, SC 29615-1064

BMA: 1-800-234-5514, Option-3
LLIC: 1-866-765-4555, Option-2
Fax: 1.864.609.3118

INSTRUCTIONS:

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

Agent
Number

Name:

Social Security No.

I hereby authorize BMA and
or LLIC to:

☐

Start

☐

Stop

Depositing my net earnings on all payrolls into my
checking and or savings account (*see below*).

My net earnings are now being deposited.

Please change my bank, checking and/or savings account number as shown below:

Name of Bank:

City:

State:

Zip Code:

Bank No:

Account No:

Checking:

Savings:

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

Signature

Date:



**RBC
Insurance**

**ASSIGNMENT OF
COMMISSION**

Business Men's Assurance Company of America
Liberty Life Insurance Company
Mailing Address: PO Box 789, Greenville, SC 29602-0789
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BMA: 1-800-234-5514, Option-3
LLIC: 1-866-765-4555, Option-2
Fax: 1.864.609.3118

INSTRUCTIONS:

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

RELEASOR/ASSIGNOR:

(Assigning Commissions)

AGENT NAME & CODE NUMBER

TAX ID AND OR SOCIAL SECURITY NUMBER

RELEASEE/ASSIGNEE:

NAME

For good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, as the Releasor/Assignor designated above, does hereby release all right, title and interest in and to all commissions and other compensation, if any, which are now or may become due and payable to the undersigned by Business Men's Assurance Company of America ("BMA") and or Liberty Life Insurance Company ("LLIC") (BMA and LLIC shall be collectively referred to as "RBC Insurance®"), under the Assignment of Commission dated [], 20[], between the undersigned and the Releasee/Assignee designated above, and further assigns, transfers and sets over to said Releasee/Assignee all right, title and interest in and to all such commissions and other compensation, if any, acquired by the Releasor/Assignor under said Assignment of Commission.

The further assignment made herein is subject to all rights of lien which RBC Insurance® may have or be entitled to upon such commissions and other compensation, whether for present or future indebtedness. Any payment of commissions or other compensation by RBC Insurance® to the Releasee/Assignee pursuant to this Further Assignment shall fully and completely discharge and release RBC Insurance® from any and all rights, claims and causes of action of the Releasor/Assignor for, or related in any way to, said commissions or compensation, and RBC Insurance® shall not be bound in any way to see to the application of said commissions or compensation. This Release and Further Assignment of Commission is absolute and irrevocable.

Signed this [] Day of [] 20 []

Witness Signature

Releasor/Assignor Signature

ACKNOWLEDGMENT:

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

RBC Insurance®

By _____

Date _____

Title _____



**RBC
Insurance**

**SALES RESOURCE CENTER
ENROLLMENT FORM**

Business Men's Assurance Company of America
Liberty Life Insurance Company
Mailing Address: PO Box 789, Greenville, SC 29602-0789
Overnight address: 2000 Wade Hampton Blvd, Greenville, SC 29615-1064

1-866-765-4555, Option-2
Fax: 1.864.609.3118

INSTRUCTIONS:

1. To access your pending and issued policy information on-line, you must first enroll by providing the information requested below.
2. To complete the form, please print it out and either fax or mail the form to the address or fax number listed above.
3. Once the form has been received and processed, you will receive two emails with your sign-on information included. The first email will contain your username, and the second email will contain your password.
4. If you are contracted with both BMA and LLIC you have access to view your policy information for both companies.

APPLICANT INFORMATION

<input type="text"/>			<input type="text"/>	<input type="text"/>
FULL NAME <i>(As it appears on your license)</i>			SOCIAL SECURITY NUMBER	DATE OF BIRTH
<input type="text"/>	<input type="text"/>			
MOTHER'S MAIDEN NAME	BUSINESS ADDRESS			
<input type="text"/>	<input type="text"/>	<input type="text"/>		
AGENT NUMBER <i>(If applicable)</i>	E-MAIL ADDRESS (REQUIRED)		BUSINESS ADDRESS <i>(State only)</i>	

HOME OFFICE USE ONLY

<input type="text"/>	<input type="text"/>
USER ID	PASSWORD
<input type="text"/>	<input type="text"/>
DATE RECEIVED	DATE COMPLETED
<input type="text"/>	
LICENSING AND CONTRACTING SIGNATURE	

AGENT AGREEMENT
Liberty Life Insurance Company

THIS Agent Agreement (the "Agreement") is made by and between LIBERTY LIFE INSURANCE COMPANY ("we", "us", "our" or "the Company"), and _____, ("you", "your", "the Agent"). This Agreement is effective as of _____, 200_ (the "Effective Date"). In consideration of the mutual promises and representations made in this Agreement, the parties agree as follows:

1. APPOINTMENT AND AUTHORITY

1.01. Appointment. We appoint you as a subagent of _____ (the "Marketing Organization") to market, solicit applications for, and provide related services regarding the authorized products of the Company set forth in **Schedule A** of this Agreement (the "Authorized Products"), subject to the terms and conditions of this Agreement and the rules and procedures established by us. An Authorized Product that is issued to a consumer is referred to herein as a "Policy".

1.02 Authority. We authorize you to (a) solicit and submit applications for Authorized Products in accordance with our rules and procedures and in accordance with applicable laws and regulations, (b) perform all steps necessary to complete the application process, including without limitation accurately recording on applications all information supplied by an applicant and arranging paramedical examinations, and (c) communicate with applicants regarding the status of applications. Additional authority with respect to a particular Authorized Product may be set forth in **Schedule A**.

1.03 Territory. You are authorized to solicit applications for the Authorized Products in any jurisdiction in which we are licensed to transact insurance and in which the Authorized Products are available and in which you are also licensed and authorized and appointed to represent us. The territory is not exclusive to you and we reserve the right to appoint other agents in the territory.

1.04 Limitation of Authority. You shall have no power or authority other than as expressly granted by us in this Agreement. You shall have no authority to alter, modify, waive or change any of the terms, rates or conditions of our policies or contracts or extend the time for paying any premiums to us or bind the Company by making any promises about any policy benefits applied for. You shall not receive any money due or to become due to us, except in exchange for a printed receipt as authorized by us, or pay, offer, or permit any rebate of premium as an inducement to any person to purchase any policy or contract of ours.

1.05 Independent Contractor. Your activities under this Agreement shall be that of an independent contractor and nothing contained herein shall be construed to create the relationship of an employer and employee between you and us. You shall be free to exercise independent judgment as to the persons from whom applications for our Authorized Products shall be solicited, and the time, place, and manner of solicitation. We may, from time to time, prescribe rules, regulations, and procedures with respect to the conduct of our business by you without interfering with your freedom of action. It is understood and agreed that you are not our employee and shall not be entitled to participate in any of our employee welfare benefits or pension benefit plans or other programs for our employees.

2. **DUTIES.** You must be duly licensed and appointed by us, personally or through duly licensed and appointed agents as appropriate, to solicit applications for the Authorized Products in the jurisdiction in which the application is taken or from a person resident in such jurisdiction. You must act in accordance with the applicable laws and regulations, including without limitation applicable unfair competition laws, replacement regulations, privacy and information security laws and regulations, and do-not-call laws, and adhere to the principles and codes of the Insurance Marketplace Standards Association, which requires the highest degree of ethical market conduct. You must keep complete and accurate records of your dealings on our behalf. Before soliciting an application for an Authorized Product, you must first ascertain the consumer's need for the Authorized Product and strive to ensure the product is suitable for that particular consumer. You shall hold all moneys collected or received on behalf of the Company in a fiduciary capacity and promptly deliver all such moneys to the Company. You must provide to customers all information, disclosures, representations, and materials specified by the Company. You must promptly inform the Company of any customer or regulatory complaints that concern our business and of which you become aware.

3. **COMPENSATION**

3.01 **Definitions.** For purposes of this Agreement:

- "Chargebacks" are commissions that an Agent must repay to Company for a Policy that is rescinded or not taken, that lapses, etc. ("Terminates").
- "A Policy is "Settled" when it is issued and delivered and the first full modal premium is paid, regardless of the payment mode.

3.02 **Commissions.** Subject to any offsets described in this Agreement, the Company agrees to pay, either directly or through Agent's Marketing Organization, the commissions on Settled Policies sold by the Agent as set forth in **Schedule B**, attached to and made a part of this Agreement. The commissions payable under this Agreement shall be compensation in full for all services performed by the Agent and all expenses incurred by the Agent.

3.03 **Chargebacks.** If a Policy Terminates, Company will charge back to the Agent one hundred percent (100%) of commissions paid on premiums that are refunded. If a Policy lapses in the first Policy year, Company will charge back to the Agent one hundred percent (100%) of unearned commissions and a certain percentage of earned commissions, which varies on a monthly basis as set forth in the Chargeback Table on the attached **Schedule B**. Agent shall refund Chargebacks to the Company either in cash on demand or by deduction from subsequent commissions or other compensation earned by Agent. Unpaid Chargebacks shall be an indebtedness of Agent to the Company.

3.04 **Termination.** In the event of termination of this Agreement for cause (as defined herein), commissions shall immediately cease and the Company will not be liable to the Agent for further compensation under this Agreement. If this Agreement is terminated other than for cause, compensation shall continue to be paid to the Agent on business written as a result of applications submitted prior to the date of termination.

3.05 **Adjustments.** Adjustments in compensation for policy exchanges, rewrites, policy changes, conversions, errors and changes in plan, age, amount, or for policies written in excess of our retention limits, shall be made in accordance with the rules and regulations we establish from time to time. We will provide you with at least 30 days notice of any changes to such rules and regulations.

3.06 Assignment of Compensation. No assignment of commissions or other compensation under this Agreement shall be valid unless it is made in accordance with applicable state insurance laws and regulations and unless we authorize and acknowledge it in writing. We assume no responsibility for the validity or sufficiency of any assignment made by you.

4. INDEMNIFICATION. The Agent shall indemnify and defend and hold the Company harmless from and against any and all losses, claims, demands, liabilities, costs, damages, and expenses (including attorney's fees) asserted against or incurred or sustained by the Company arising out of any act, error or omission of the Agent, its employees, agents, subagents, and/or subcontractors in the performance of its duties and obligations under this Agreement or the breach of any statute, regulation, agreement, covenant, representation, or warranty by the Agent, its employees, agents, subagents, and/or subcontractors. If the Company seeks indemnification under this Agreement, it shall (i) give prompt written notice to the Agent as to the existence of the indemnifiable event, and (ii) provide such information, cooperation and assistance as may be reasonably necessary for the defense of such action or claim. The Agent shall not settle an indemnified claim without the consent of the Company, which consent will not be unreasonably withheld.

5. ADVERTISING. You agree not to advertise, create, use or publish our name, logo(s), trademark(s), rates, products, or services without first obtaining our prior written consent. You will be responsible for complying with insurance advertising laws in each of the jurisdictions in which you operate.

6. OUR PROPERTY. If we give you access to any computer software or programs owned or licensed to us, you may not copy or transfer such software or programs without our prior written permission. All of our undelivered policies, rate and procedure manuals, applications, printed forms, books, policyholder records, accounts, documents, vouchers, papers, computer disks, computer chips, or other computer software, and all other materials furnished or delivered to the Agent by the Company, or otherwise obtained or prepared by the Agent when acting on behalf of the Company, are and shall remain the property of the Company. Upon termination of this Agreement, you shall promptly deliver such property to us.

7. AUDIT RIGHTS. The Agent shall keep such records related to business produced pursuant to this Agreement as may be required by the Company and as required under applicable laws and regulations. All accounts, correspondence or other records pertaining to the Agent's operation under this Agreement shall be made available for inspection by the Company or its representative at any time. The Agent also shall secure the right for the Company to conduct such an audit with respect to third parties engaged by the Agent to assist with its obligations under this Agreement, where such third party has or had possession of the Company's Confidential Information.

8. ERRORS AND OMISSIONS COVERAGE. You agree to maintain, at your own expense, errors and omissions insurance in the amount of at least \$1,000,000 with a deductible not to exceed \$250,000, covering your activities under this Agreement. You shall deliver to the Company a certificate of insurance evidencing the above insurance coverage upon the Company's request.

9. NO WAIVER. No forbearance or neglect on either party's part to endorse or insist upon any of the provisions of this Agreement shall be construed as a waiver of any rights or privileges. No waiver of rights arising from any default or failure of performance by either party shall modify this Agreement, or extend to or affect either party's rights arising from any subsequent default or failure of performance.

10. TERMINATION.

10.01 Termination Upon Notice. The Company, the Agent's Marketing Organization with Company's prior written consent, or the Agent may, without cause, terminate this Agreement upon thirty (30) days written notice, unless a longer notice period is required by the law of the state where the Agent is authorized and appointed.

10.02 Termination Upon Death or Dissolution. This Agreement shall automatically terminate upon death of the Agent if the Agent is a natural person, upon the death of any partner of the Agent if the Agent is a partnership, or upon dissolution or liquidation of the Agent if the Agent is a corporation.

10.03 Termination For Cause. This Agreement shall be terminated automatically without notice for cause. "For cause" means, the Agent's:

- (1) Failure to return money to applicants when due;
- (2) Failure to account for any money received from or on behalf of the Company;
- (3) Dishonesty in relationship with the Company, its affiliates, or any past, present or proposed policyowner, insured, beneficiary or assignee;
- (4) Violation of any Federal or State law or regulation applicable to insurance business; or
- (5) Violation of any of the terms of this Agreement.

Any remedy provided in this Agreement for termination for cause shall be cumulative and not exclusive of any and all other rights and remedies at law or in equity available to the Company.

11. CONFIDENTIAL INFORMATION AND PRIVACY

11.01 Confidentiality Defined. For purposes of this Agreement, "Confidential Information" means any information, in whatever format, that is confidential and proprietary to either party, whether or not related to the Services hereunder (unless expressly excepted herein), including, without limitation: any information about the disclosing party's business or products; the terms of this Agreement; the names and information relating to any current, past or prospective customer of the disclosing party; and any other information designated by the disclosing party as confidential. Confidential Information excludes (i) information that is in the public domain without a breach of this Agreement and without reliance on the Confidential Information and (ii) information a party obtains from a third party without breach of this Agreement.

11.02 Duties, Rights. Both parties shall (i) use Confidential Information only for the purpose of fulfilling its duties under this Agreement; (ii) not disclose any Confidential Information to any third party or to any of its employees or agents except those who need to know it to enable such party to fulfill its duties under this Agreement, provided that such party shall take all reasonable measures to ensure that Confidential Information of the other party is not disclosed or duplicated in contravention of the provisions of this Agreement by such third parties, agents and employees; and (iii) return to the disclosing party or destroy (at the disclosing party's option) all Confidential Information of the disclosing party in the receiving party's possession or under its control when such information is no longer required for the purposes of this Agreement, and confirm to the disclosing party in writing that the receiving party has done so. Each party confirms that it has no obligation or contractual relationship that would require the sharing of Confidential Information with any other party, including an affiliates, other than those that are necessary to perform its respective obligations hereunder.

11.03 Remedies. Each party acknowledges that any breach or threatened breach of this Section 11 may result in irreparable harm, an injury for which there is no adequate remedy at law, and each party may move for any and all appropriate equitable relief including preliminary and permanent injunctions in any court of competent jurisdiction to prevent such breach or threatened breach. The parties agree that any such injunctive relief is in addition to all other available remedies, and does not preclude a party from seeking other available remedies. When moving for injunctive relief, a party shall not be required to post bond or, if required to post bond by court order or other operation of law, shall only be required to post the minimum or nominal bond permitted.

11.04 Compelled Disclosure. Both parties shall be entitled to disclose Confidential Information to the extent that a party becomes compelled to disclose the Confidential Information pursuant to court or administrative order, legal process, law, or regulation; provided, however, that before disclosure, to the extent allowed by law, and not more than three (3) business days from its receipt of the order or legal process or its decision that a law or regulation compels the disclosure, the compelled party shall notify the other party of the compelled disclosure and shall cooperate with the other party in seeking a confidentiality agreement, protective order, or other protection of the confidentiality of the Confidential Information.

11.05 Unauthorized Acts. Each party shall: (i) notify the other party promptly of any material unauthorized possession, use or knowledge, or attempt thereof, of the other party's Confidential Information by any person or entity which may become known to such party, (ii) promptly furnish to the other party full details of the unauthorized possession, use or knowledge, or attempt thereof, and assist the other party in investigating or preventing the reoccurrence of any unauthorized possession, use or knowledge, or attempt thereof, of Confidential Information, (iii) use reasonable efforts to cooperate with the other party in any litigation and investigation against third parties deemed necessary by the other party to protect its proprietary rights and (iv) promptly use all reasonable efforts to prevent a reoccurrence of any such unauthorized possession, use or knowledge of Confidential Information. Each party shall bear the cost it incurs as a result of compliance with this Section 11.05. Neither the Agent nor Liberty shall commence any legal action or proceeding in respect of any unauthorized possession, use or knowledge, or attempt thereof, of the other party's Confidential Information by any person or entity without the consent of such other party.

12. ENTIRE AGREEMENT. This Agreement shall supersede any oral or written agreement(s) now in existence between you and us. This Agreement and the schedules attached hereto shall constitute the entire agreement between you and us, and no amendment or modification of this Agreement shall be binding on either you or us unless made in writing and signed by you and by one of our duly authorized officers.

13. SEVERABILITY. If any term or provision of this Agreement is held to be unenforceable or illegal, such determination shall not affect the validity or enforceability of any other term or provision of this Agreement and, to such extent, this Agreement shall be deemed to be severable.

14. GOVERNING LAW. This Agreement shall be governed by the laws of the State of South Carolina.

15. HEADINGS. The headings within this Agreement are for convenience only and shall not be deemed to be part of this Agreement or construed as in any manner limiting or expanding the terms and provision of this Agreement to which they relate.

16. ASSIGNMENT. The Agent may not assign its rights or delegate its duties under this Agreement without the express written consent of the Company. This Agreement shall be binding upon and inure to the benefit of the parties and permitted assigns.

17. **SURVIVAL.** In addition to those provisions expressly surviving termination or expiration, the terms of Sections 3.03, 4, 7, and 11 shall survive the expiration of this Agreement or the termination of this Agreement for any reason.

18. **NOTICES.** All notices, requests, approvals and consents and other communications required or permitted under this Agreement shall be in writing and shall be given by hand delivery, United States mail, a nationally recognized overnight courier service, fax, or certified or registered mail, return receipt requested, addressed as follows:

In the case of Company:

Liberty Life Insurance Company
2000 Wade Hampton Boulevard
Greenville, SC 29615
Attention: Jim Sharkey
Facsimile number: (864) 609-3006

with a copy to the Chief Corporate Counsel
(same address)

Facsimile number: (864) 609-3176

In the case of Agent:

Attention: _____
Facsimile number: _____

Notices shall be deemed given one day after sent, if sent by fax or by overnight courier; when delivered and receipted for, if hand delivered; or when receipted for (or upon the date of attempted delivery where delivery is refused) if sent by certified or registered mail, return receipt requested. Any party may change its address or facsimile number for notification purposes by giving the other party notice of the new address or facsimile number and the date upon which it will become effective.

19. **COMPLIANCE.** It is the intention of the parties to fully comply with all applicable state and federal laws, rules and regulations governing the activities of Company and Agent. Any provision of this Agreement that, on the date of its execution or during any period that this Agreement is in effect, is in conflict with any state or federal law, rule or regulation is hereby amended to conform to the minimum requirements of such applicable law, rule or regulation.

20. **COUNTERPARTS; FACSIMILE EXECUTION.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the parties. Execution and delivery of this Agreement may be evidenced by facsimile transmission.

Signatures appear on the following page.

IN WITNESS WHEREOF, the parties to this Agreement have executed this Agreement effective as of the Effective Date.

COMPANY:

Liberty Life Insurance Company

By: _____

Printed Name: _____

Title: _____

Date: _____

Agent:

[insert name of Agent]

By: _____

Printed Name: _____

Title: _____

Date: _____

SCHEDULE A

Authorized Products

RBC LevelTERMsm: 10, 15, 20, and 30-year level term life insurance, Form Nos. RBC-LT (06-04), et. seq.

SCHEDULE B

Compensation

Subject to any offsets described in this Agreement, the Company agrees to pay the Agent, either directly or through the Agent's Marketing Organization the percentage of the total first-year premium (excluding the Policy fees) on Settled Policies sold by Agent as set forth below. Commissions are payable on first-year premiums only. There are no renewal commissions payable on any Policies. The Company may amend this Schedule B at any time upon written notice to the Agent.

1. Commissions for Sales by Agent:

Product	Rate
RBC LevelTERM 10 & 15 Year	65%
RBC LevelTERM 20 & 30 Year	75%

2. Policy Fees:

Product	Annual Policy Fee	Annual Companion Policy Fee
RBC LevelTERM	\$50	\$35

3. Chargeback Table:

Month of Policy Termination	Percentage
1	100.00%
2	100.00%
3	100.00%
4	100.00%
5	87.50%
6	75.00%
7	62.50%
8	50.00%
9	37.50%
10	25.00%
11	12.50%
12	0.00%