



PRODUCER APPLICATION

Is this application for a PERSON or AGENCY / BUSINESS ENTITY?

PERSON INFORMATION (If you are contracting as an Agency / Business Entity, complete with the principal's information.)

Full Name _____
Last
First
Middle

Date of Birth ____/____/____ Social Security # ____ - ____ - ____

National Producer Number (NPN) _____

AGENCY / BUSINESS ENTITY INFORMATION (Complete only if you are contracting as an Agency / Business Entity.)

Agency Name: _____

Agency Address: _____
Street
City
County
State
Zip

Entity State of Domicile: _____ Tax Identification # (must match W-9) _____

MAILING ADDRESS (Where you'd like your Company communications sent.)

Street
City
County
State
Zip

E-mail (required) _____

HOME ADDRESS (If you are contracting as an Agency / Business Entity, complete with the principal's information.)

Check if the same as Mailing Address

Street
City
County
State
Zip

TELEPHONE NUMBER

Phone _____ Cell Phone _____

APPOINTMENT STATE(S) (The Company will pay for your Resident State appointment. You will be responsible for non-resident state appointment fees. We will only appoint you in a non-resident state once you've submitted business to Us.)

Resident State: _____ Non-Resident State(s): _____

LICENSE DATA

Enclose a current copy of each of your state insurance license(s) (life and health) under which you will be selling Company products.

Has an Agreement between you and Liberty Bankers Life Insurance Company, or its subsidiaries, ever been terminated?

No Yes If Yes, when? ____/____/____

GENERAL INFORMATION

Please respond to all questions for you personally and any organization over which you have exercised control. If you answer "Yes" to any questions, please complete the explanation section on Page 3. Be sure to include all relevant information and include supporting documents, if appropriate.

- Yes No 1. Have you ever been convicted of any crime (other than minor traffic offenses)?
- Yes No 2. Has any insurance company ever canceled any Agreement of employment or your insurance producer appointment for any reason other than non-production?
- Yes No 3. Does any insurer or insurance producer claim that you are indebted to them under any agency Agreement or otherwise? If "yes," give amount of debt and how the debt will be repaid.
- Yes No 4. Have you ever been refused an original or renewal license or had a license suspended or revoked or terminated for any type of insurance license by any state government or regulatory agency?
- Yes No 5. Have you ever been fined or had disciplinary action taken against you with any Department of Insurance?
- Yes No 6. Are you currently involved in any litigation or are there any unsatisfied judgments or liens (including state or federal tax liens) against you?
- Yes No 7. Do you currently have a pending bankruptcy or have you ever declared bankruptcy?
- Yes No 8. Within the past 10 years, have you ever had a complaint filed against you that resulted in a fine, penalty, cease or desist order, censure or consent order?
- Yes No 9. Have you ever defaulted on a (a) promissory note, or (b) any other debt, including consumer or credit card debt?

ACKNOWLEDGEMENT AND CERTIFICATION

Liberty Bankers Life Insurance Company and its Subsidiaries (the "Company") discloses to you that a consumer report is being obtained from a consumer reporting agency for the purpose of evaluating you for a Producer Contract with the Company. It may be an investigative consumer report that includes information as to your character, general reputation, personal characteristics, and mode of living.

My signature below serves as an acknowledgement that:

- I authorize the Company, now and at any time while I am contracted and appointed to represent the Company for the sale and solicitation of the Company's products, to obtain a consumer report and/ or investigative consumer report on me;
- I authorize and request any consumer reporting agency to furnish any and all information in their possession regarding me in connection with the Company's evaluation for a Producer Contract. I authorize that a photocopy of this disclosure be accepted with the same authority as the original;
- I have the right to make a written request within a reasonable period of time to receive the additional, detailed information about the nature and scope of this investigation;
- I authorize the Company to share this information with the appropriate people in the Company, including but not limited to identified persons and those involved in the licensing and contracting process;
- I understand I am not to solicit business on behalf of any Company until all required licenses and appointments have been obtained and all required contracts have been executed; and
- I have received "A Summary of Your Rights Under the Fair Credit Reporting Act."



1605 LBJ Freeway, Suite 700, Dallas, TX 75234
Toll Free 800-731-4300

PRODUCER AGREEMENT

THIS PRODUCER AGREEMENT, including any Exhibits or Addenda attached hereto, (the "**Agreement**") is made and effective on the date signed below, by and between Liberty Bankers Life Insurance Company and its Subsidiaries ("**LBIG**," "**Company**," or "**Us**") and the Producer that has signed this Agreement below ("**Producer**" or "**You**"). The Company and Producer are each a "Party" to this Agreement and are sometimes collectively referred to as the "Parties."

WHEREAS, Producer desires to market and sell insurance products for the Company; and

WHEREAS, the Company desires to retain Producer to market and sell insurance products on and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the covenants, promises, representations, and warranties set forth herein, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by the Parties), intending to be legally bound hereby, the Parties agree as follows.

1. **AUTHORITY TO SOLICIT**. The Company appoints the Producer as one of its producers authorized to solicit applications for insurance contracts for the Company (the "**Services**"). Producer represents and warrants that he/she/it possesses legal authority and necessary licenses to solicit, negotiate, and sell insurance products of the Company.

2. **INDEPENDENT CONTRACTOR**. Producer is an independent contractor and nothing contained in this Agreement shall be construed to create the relationship of employer and employee between the Producer, or any other producer, and the Company. Producer shall exercise discretion and independent judgment as to the persons from whom applications for insurance contracts will be solicited, the time and place of such solicitations, and the general nature of the Services Producer provides for the Company. As an independent contractor and not an employee of the Company, Producer shall be solely responsible for paying any and all of Producer's expenses relating to the Services provided hereunder (the "**Expenses**"), including, without limitation, rentals, transportation, salaries, attorney or legal fees which pertain to the administration of Producer's business, the marketing or sale of insurance products, postage, advertising, producer licensing fees and/or producer occupational taxes. Company shall have no liability for or responsibility to reimburse Producer for any Expenses.

3. **DUTIES**. In performing the Services, Producer shall have the duties set forth in this Section and shall perform such services strictly in accordance with such duties and obligations. In performing the Services, Producer shall promote and safeguard the best interests of the Company; and, in doing so: (i) shall fairly, truthfully, and properly represent the Company and its products and services; and (ii) shall faithfully perform, in an ethical and professional manner, all duties within the scope of the appointment under this Agreement.

In particular, but without limitation, the Producer represents, warrants, and covenants that:

- a. Producer is aware of, and shall stay current with all applicable laws, rules, and regulations which apply to the Services, including, without limitation, state and federal insurance laws, and agrees to comply with such laws, rules, and regulations, at all times.
- b. Prior to soliciting business from customers, Producer agrees that he, she, or it shall be familiar with the provisions of all the Company's insurance contracts for the products that Producer is authorized to sell.
- c. Producer shall attend any seminars or training sessions as deemed to be necessary by the Company, in its sole discretion.
- d. Producer shall become familiar with and agrees to strictly observe and comply with any rules, regulations, policies, procedures, best practices, and requirements set forth from time to time by the Company.
- e. Producer agrees to promptly make known and available to the Company all information which comes into

Producer's possession, custody, control, or knowledge at any time concerning the underwriting of any risk relative to any potential insured.

- f. Producer agrees to promptly make known and available to the Company all information which comes into Producer's possession, custody, control, or knowledge at any time concerning Producer's suitability to perform or failure to perform any provision of this Agreement.
- g. Producer, at Producer's cost and expense, agrees to keep in good standing all licenses, permits, registrations, and continuing education requirements that are required to solicit applications for insurance contracts to be issued by the Company.
- h. Producer shall ensure that any of Producer's employees that provide some or all of the Services are properly licensed to provide such Service.
- i. For each application of insurance, the Producer shall collect a signed bank draft authorization (to the extent permitted by Company) and shall promptly deliver all applications and documents to the Company in whatsoever manner the Company shall direct. Producer agrees that he/she is not authorized to collect or hold any funds for the Company and Producer shall not hold any funds of the Company.
- j. Producer agrees to keep complete and accurate records of all transactions related to this Agreement or the Services provided hereunder for a period of at least seven (7) years from the date of such transactions or longer if required by federal or state law or regulation. Producer shall provide copies of such records to Company upon demand. Company shall have the right, during normal business hours and with reasonable notice, to inspect, audit, and make copies from the books and records of Producer relating to the Services.
- k. The Producer shall not make recommendations to applicants to purchase insurance contracts in the absence of reasonable grounds to believe the purchase of such insurance contracts is suitable for the applicant. The procedure of determining whether the purchase is suitable shall include, but is not limited to, a thorough review and understanding of each applicant's financial situation and insurance needs, and a review of all proposals and applications for insurance contracts to the Company for completeness and correctness as to form and as to representations made by the applicant to the Producer in connection with same.

4. **TERRITORY.** The Producer agrees to solicit applications for insurance only in territories approved by the Company in which the Producer and the Company are duly licensed, appointed, and authorized to conduct business. No territory is exclusively assigned by the Company to the Producer.

5. **LIMITATION OF AUTHORITY.** All powers and authority granted to Producer by the Company are limited to those expressly provided under this Agreement, shall continue only during the duration of this Agreement, and shall terminate on the date that this Agreement terminates or is terminated. Producer's authority to act on the Company's behalf shall exist only as expressly stated in this Agreement and not otherwise. No right, power, or authority for the Producer to act on the Company's behalf shall be implied. Specifically, but not in limitation of the foregoing, Producer agrees that Producer is without authority to do or perform - and expressly agrees not to do or perform - the following acts on Company's behalf: (a) incur any indebtedness or liability; (b) make, alter, or discharge any insurance contract or other contracts; (c) waive forfeitures; (d) quote rates other than as quoted by the Company; (e) extend the time for payment of any premium; (f) accept payment in cash or in a money order without holding said funds in trust for the Company and promptly remitting them to the Company; (g) guarantee dividends; or (h) deliver any insurance contract more than ten (10) days after issuance by the Company or fail to promptly return the delivery receipt to the Company; (i) violate the insurance laws of any state in which Producer or his, her, or its employees, contractors, agents, or those acting on Producer's behalf may be soliciting applications for insurance contracts; (j) withhold any of the Company's, the insurance contract owner's, prospective insurance contract owner's, or applicant's monies or property; (k) rebate or offer to rebate all or any part of a premium on the Company's insurance contracts; (l) induce or attempt to induce any of the Company's insurance contract owners to discontinue payment of premiums or to relinquish any insurance contract; (m) induce or attempt to induce or solicit any of other insurance producer to terminate their agreements with the Company; (n) perpetrate any fraud against the Company or its insurance contract owners, prospective insurance contract owners, or applicants; (o) fail to provide contract disclosure documents to insurance contract applicants as required by the Company or applicable law; (p) fail to provide compensation disclosures to insurance contract applicants as required by law; (q) violate any policies and procedures of the Company; (r) solicit the employment of or induce the termination of employment of any Employee of Company; or (s) any engage in any act with respect to or on behalf of the Company other than as expressly authorized herein.

6. **COMMISSIONS.** During the term of, and subject to the provisions of this Agreement, and subject to the rules and regulations of the Company, the Producer shall be entitled, as full compensation for all of Producer's services and

expenses hereunder, those commissions as set forth in the applicable Producer Commission Schedule attached hereto and incorporated herein by reference, or as subsequently provided to Producer, as amended from time to time by Company in its sole and absolute discretion, on all business produced by Producer personally, less amounts due to the Company. Commissions shall be paid hereunder only for so long as the Producer is the insurance producer of record. Commissions are subject to chargeback by the Company. The Company, in its sole and absolute discretion, may advance certain commissions to Producer, but shall be under no obligation to make such advances. The Producer specifically recognizes, accepts and agrees the Producer has responsibility for payment of any taxes levied by federal, state or local authorities as a result of compensation arising under this Agreement. Upon the Producer's death, all vested commissions not otherwise held by the Company for the Producer's obligations (e.g., chargebacks, repayment of advances, etc.) will be paid to the Producer's estate, if Producer is a natural person.

7. **COMMISSION CHARGEBACKS AND REFUNDS.** The Company, in its sole discretion, has the right to determine: (a) the status of each insurance contract, including but not limited to whether the insurance contract is or is not issued, withdrawn, cancelled, rescinded, returned during the free-look provision, lapsed for reasons other than death of the insured, void, and/or voidable, and; (b) whether to charge back any and all commissions paid to the Producer regarding the same. Any and call chargebacks are immediately due and payable by the Producer to the Company.

8. **COMMISSION ADVANCES.** Producer agrees to immediately and upon demand, pay back to the Company any and all commission advances paid by the Company, and authorizes the Company to offset future commissions earned by the Producer. While any balance is outstanding for advances made by the Company, or for interest on such advances, all commissions earned on any insurance contract may be applied by the Company, in its sole and absolute discretion, to the repayment of such advances. All such advances made under this Agreement shall be secured by a lien in favor of the Company with respect the Producer's commissions from the submission of any and all insurance contracts by said Producer, and shall be individually guaranteed by the Producer and any owners of the Producer, if the Producer is an entity. The Company may, in its sole and absolute discretion, pay a net advance after reducing the gross advance for any chargeback or other Producer indebtedness.

9. **PRODUCER INDEBTEDNESS TO COMPANY.** The Producer agrees that the Company may, at any time and in its sole and absolute discretion, offset against any advance, commissions due, or commissions to become due to Producer for any amount the Producer owes to the Company. The Company reserves the right to demand repayment of the Producer's balance owed to the Company at any time, upon which demand, the Producer agrees to promptly tender such balance to the Company. Producer agrees that the Company may pursue collection of any said indebtedness. The Company reserves the right to delay collection of any balance owed to the Company and any delay of collection is not and shall not be construed as a waiver nor any other form of forgiveness of any balance owed by the Producer to the Company. Should Company terminate this Producer Agreement as a result of a debit balance which remains unpaid for more than 30 days, Producer agrees to forfeit all commissions due them under this Agreement.

10. **TRANSFER OF COMMISSIONS.** Producer shall not assign or transfer any commissions or other amounts due to Producer under this Agreement, unless approved in writing by the Company. Such approval shall be at the sole and absolute discretion of Company.

11. **EXPENSES.** The Producer shall pay all expenses incurred by Producer in the performance of this Agreement. Any such expenses not paid by the Producer may be offset by the Company, in its sole discretion, against any commissions payable to the Producer.

12. **ADVERTISING & TRADEMARK.** The Producer may prepare and distribute advertising materials pertaining to the Company's insurance products, at the Producer's sole cost and expense; provided, however Producer agrees that he, she, or it will not and shall not distribute any such materials by any method whatsoever without first having filed identical copies of those materials with the Company and obtaining advance approval of those materials, in writing, by an officer of the Company. The Producer recognizes that the Company retains a proprietary interest in any and all advertising material that uses the name of the Company, any trademark of the Company, or any of the Company's products, and agrees that any leads resulting therefrom shall be private and confidential and shall be subject to the Privacy provisions of this Agreement. Further, the Producer is prohibited from using Company trademarks and other intellectual property without first receiving written permission from the Company. The Producer further agrees to immediately surrender all materials referencing the Company or its products upon request or termination of this Agreement.

13. **REPRESENTATIONS.** The Producer and his, her, or its employees, contractors, agents, and those acting on Producer's behalf agree that they will not represent the Producer as holding any professional or trade certification that implies expertise in financial matters relating specifically to persons age 65 or older, including but not limited to "certified senior advisor," until and unless the Producer provides the Company with accurate information verifying the nature of such certification and the Company approves, in writing, the use of such certification in connection with the sale of the Company's products.

14. **RESERVATIONS.** In addition to the other reservations by the Company in this Agreement, the Company also reserves the following rights, in its sole and absolute discretion, without liability to the Producer to: (a) change commissions on any insurance contract form or rider upon furnishing notice to you, (b) withdraw any insurance contract forms; (c) change its premium rates; (d) reject insurance contract applications or premiums, to the extent authorized by applicable law, without specifying cause; and (e) unilaterally adopt policies and procedures from time to time relating to any matter not otherwise covered in this Agreement and to require Producer's compliance with those policies and procedures.

15. **LIABILITY.** The Producer shall be jointly and severally liable, with each of Producer's owners, if Producer is not a natural person, to the Company for the payment of all monies, including, but not limited to, commission advances, due from the Producer, or debit balances on the account of the Producer, or debit balances resulting from advances to the Producer from the Company. The Company's books and records shall be prima facie evidence of such debit balances or advances due. The Producer hereby assigns to the Company, with recourse, all monies, including, but not limited to, commission advances, due from the Producer, or debit balances on the account of the Producer, or debit balances resulting from advances to the Producer from the Company as collateral for all such monies due or debit balance or advances. The Company may, in its sole discretion, at any time offset any debt or debts due from the Producer to the Company arising from Producer's transactions under this or any previous or subsequent Agreement against any commission or other compensation due or to become due Producer from the Company and any and all affiliates of the Company. The Producer agrees to promptly execute and return, upon request by the Company, all other documents required of Producer by the Company in order to properly evidence and effectuate such assignments, and to guarantee the legal enforceability thereof.

16. **ASSIGNMENTS.** No assignment of any commission or any other monies, or any portion thereof due to or to become due the Producer hereunder shall be valid unless authorized in advance and in writing by an Officer of the Company. Any assignment of commissions so authorized shall be subject to any and all indebtedness of the Producer to the Company then existing or thereafter accruing. Producer shall not assign any of its rights or duties under this Agreement without the prior written consent of the Company, consent shall be withheld or granted in the Company's sole and absolute discretion. The Company may assign or otherwise transfer this Agreement or any of Company's rights, duties, or interests arising under this Agreement in its sole and absolute discretion.

17. **TERMINATION.** This Agreement shall terminate on the earliest of the following dates:

- a. The date of death, permanent disability, or incapacity of Producer, or the filing for dissolution, liquidation, bankruptcy, or insolvency of Producer;
- b. This Agreement may be terminated without cause by either party upon at least 10 days prior written notice, or immediately, upon written notice, for cause. "For cause" in this regard means: a) the Producer's breach of any provision of this Agreement; or b) that the Company has reason to believe that the Producer has engaged in wrongdoing including but not limited to the following: for: (1) withholding or embezzling Company funds, (2) fraud, misrepresentation, dishonesty or breach of fiduciary duty against or related to the Services, the Company or its contract holders, or misrepresentation or omission of information regarding the Company's products. Upon termination for cause, Producer's right to all commissions or other compensation thereafter payable under this Agreement, under any prior agreement, and under any other agreements then in force with the Company may, in the Company's sole discretion, be terminated by the Company.

18. **EFFECT OF TERMINATION.** Upon any termination of this Agreement, any and all of Producer's obligations to the Company shall mature, accelerate and become immediately due and payable in full, and Producer shall immediately, and without further notice, return to the Company any insurance contracts in Producer's possession and all other Company materials and Company property in the possession or under the control of Producer. Upon termination, Producer shall have no further authority to solicit business for the Company, or to represent the Company in any manner; but all other provisions of this agreement shall survive its termination.

19. **LEGAL ACTION.** Producer has no authority to, and shall not, institute any administrative or legal proceedings on the Company's behalf. If the Company is a party to any administrative or legal action, or both, by reason of an alleged act, fault, or failure by Producer in connection with Producer's acts or omissions, the Company may, in its sole discretion, require the Producer to hire and pay an attorney designated by the Company, in its sole and absolute discretion, to represent the Company. However, at the Company's option, and in its sole discretion, the Company may defend or institute any such action and expend such sums, including attorney fees, expenses and costs as may in the Company's judgment be necessary and the Producer agrees that it shall be liable for and shall reimburse the Company, immediately upon demand, for all such amounts.

20. **INDEMNIFICATION.** Producer agrees to defend (with counsel selected by the Company in its sole and absolute discretion), indemnify and hold harmless the Company, its affiliates and their respective employees, officers, directors and shareholders from any and all claims, actions, liability, damages, expenses, and loss which arise from, result from, or relate to Producer's' real or alleged negligent, willful, or criminal acts, or the Producer's errors, omissions or breach

of any provision of this Agreement and such acts, errors, omissions or breaches of Producer and his, her, or its employees, contractors, agents, and those acting on Producer's behalf, in the performance of Producer's duties under this Agreement. Claims, liability, or loss includes, but is not limited to, all costs, expenses, attorneys' fees and other legal fees, penalties, fines, actual, direct or consequential damages, assessments, verdicts (including punitive damages to the extent permissible under the law of the state where any claim or suit is filed which seeks recovery of punitive damages against the Company) and any other expense or expenditure incurred by the Company. This indemnification will be in addition to any liability Producer may otherwise have.

21. **COMPLAINTS AND INVESTIGATIONS.**

- a. Producer agrees to cooperate fully in any insurance regulatory investigation, inquiry, complaint, proceeding or assessment of regulatory discipline by or against the Company, and in any investigation with respect to any potential, threatened, or actual litigation or proceeding by or against the Company, including without limitation, that Producer agrees to promptly notify the Company in writing upon receiving notice of:
- (1) any customer complaint pertaining to Producer or his, her, or its employees, contractors, agents, and those acting on Producer's behalf; the Company; or any insurance product marketed under this Agreement
 - (2) any potential, threatened, or actual litigation or proceeding related to Producer or the Company; and
 - (3) any regulatory inquiry, complaint or investigation, or assessment of any regulatory discipline with respect to this Agreement or any insurance product or other insurance-related activity pertaining to either the Company or any insurance product marketed under this Agreement.
- b. Producer agrees to promptly provide the Company with a copy of all correspondence and documents in its possession regarding the matters set forth in this Section.
- c. Producer agrees to promptly and fully respond to all inquiries from the Company regarding each of the matters set forth in this Section.
- d. Upon request by the Company, the Producer shall provide a written response to the matters set forth in this Section, to the customer or regulatory authority involved but in no event may the Producer do so unless it first has provided that written response to the Company and has obtained prior written approval by the Company for transmission of the response to the customer or regulatory authority.
- e. Upon request by the Company, the Producer shall promptly provide true and correct witness statements, affidavits, declarations or testimony related to each of the matters set forth in in this Section.
- f. The provisions of this section shall remain in full force and effect regardless of any termination of this Agreement.

22. **CONFIDENTIALITY AND PRIVACY.** Producer shall treat as confidential all confidential information of the Company, including, but not limited to, all non-public information including proprietary information of the Company. Producer shall treat customer information as confidential as required by applicable law and by the Company, as described in the Company's privacy notices and in accordance with the Company policies and procedures. Producer shall also take reasonable steps to establish and implement administrative, physical and technical procedures and safeguards to ensure the confidentiality, security and integrity of customer information. Producer agrees to comply with the Company's terms of use, policies and procedures with respect to use of Company electronic systems providing access to customer information by Producer and his, her, or its employees, contractors, agents, and those acting on Producer's behalf, and Producer shall promptly report to the Company any breach of security related to such systems of which it becomes aware. Producer may use customer information only for the purpose of fulfilling Producer's obligations under this Agreement. Producer agrees to limit access to customer information to his, her, or its employees, contractors, agents, and those acting on Producer's behalf and other parties who need to know such customer information to permit Producer to fulfill its obligations under this Agreement and who have agreed to treat such customer information in accordance with the terms of this Agreement. Producer agrees not to disclose or otherwise make accessible customer information to anyone other than to the individual to whom the information relates (or to his or her legally authorized representative) or to other persons pursuant to a valid authorization signed by the individual to whom the information relates (or by his or her legally authorized representative), except as required for Producer to fulfill Producer's obligations under this Agreement, as otherwise directed by the Company, or as expressly required by applicable law. For purposes of this Agreement, "customer information" means information in any form that Producer obtained, had access to or created in connection with Producer's obligations under this Agreement regarding individuals who applied for or purchased insurance contracts, as well as client lists and information, contacts, leads, Company materials, insurance producer manuals, and records. Customer information includes nonpublic personal information, financial

information, and protected health information, as defined in applicable law. Customer information also includes, but is not limited to, information such as the individual's name, address, telephone number, social security number, as well as the fact that the individual has applied for, is insured under, or has purchased an insurance contract issued by the Company.

23. **NOTICE.** Any notices required under the terms of this Agreement shall be sent, if to the Producer at the address set forth in the Producer's application for appointment (or as changed by Producer by giving notice in the manner set forth herein) or may be electronically delivered to Producer or made available to Producer. Any notices to the Company required under the terms of this Agreement shall be sent via certified mail, return receipt requested, to the Company, at the address or at such other addresses as Company may from time to time designate to Producer. Any written notice to Producer required under this Agreement shall be deemed received one day following the date of mailing or delivery to Producer. Any written notice required under this Agreement to Company shall be deemed received, if sent properly addressed to Company by prepaid certified mail, return receipt requested, on the date actually received.

24. **SEVERABILITY.** Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision contained herein, and such other provisions shall remain in full force and effect.

25. **WAIVER.** The failure or forbearance or neglect of the Company to insist upon the strict performance of any provision of this Agreement or of any rule or regulation of the Company shall not be construed as a waiver thereof, but such provisions, rules and regulations shall continue to be in full force and effect.

26. **ENTIRE AGREEMENT.** This Agreement and other written documents executed by the parties hereto, including the Producer/Agency Application for Appointment, Annualization Agreement, and Business Associate Addendum attached hereto, contain the entire agreement between the parties and there are no verbal representations, warranties, or agreements between the Parties of any kind whatsoever. This Agreement supersedes and replaces any and all other agreements between the Producer and the Company relating to the same matters. However, all financial obligations of the Parties to each other under any such prior Agreement(s), including debit balances, other debts, liens, rights to offset, and the obligation to pay commissions, still exist and will be combined and merged with similar obligations under this Agreement.

27. **AMENDMENT.** No term or provision of this Agreement may be changed, waived, discharged or terminated orally. Any change, waiver, discharge or termination of this agreement must be in writing, signed by the party against which enforcement of the change, waiver, discharge or termination is sought. No such modification, change or waiver of terms of this Agreement will bind the Company, unless it is in writing signed by an officer of the Company, and specifically expresses an intention to modify, change or waive terms of this Agreement. For the purposes of this Section, electronic mail messages shall not be deemed to be writings signed by the Parties. Notwithstanding the foregoing, the Company may amend this Agreement by providing written or electronic notice of the amendment to the Producer ten (10) days or more before the amendment's effective date, and the amendment will automatically become effective without Producer's written agreement. Further, and notwithstanding the foregoing, the Company may also amend this Agreement immediately and without notice or Producer's agreement in order to comply with any applicable law effective as of the date specified in the amendment.

28. **GOVERNING LAW AND FORUM.** This Agreement is made according to the laws of the State of Texas. The Parties expressly agree that this Agreement is governed by, and will be construed and enforced in accordance with, the laws of the State of Texas, without regard to its rules with respect to conflicts of laws. The forum for any dispute arising out of or related to this Agreement shall be the State of Texas. **VENUE FOR ANY DISPUTE ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL LIE SOLELY IN THE STATE AND FEDERAL COURTS LOCATED IN DALLAS COUNTY, TEXAS. EACH PARTY AGREES TO SUBJECT ITSELF TO THE PERSONAL JURISDICTION OF THE FORUM AND SHALL NOT CONTEST SUCH JURISDICTION, THE VENUE OF SUCH COURT, OR THE CONVENIENCE OF THE FORUM.**

29. **ATTORNEY'S FEES AND COSTS.** In the event that the Company refers any indebtedness of the Producer for collection, or in the event of litigation between the Parties arising out of or related to the performance or nonperformance of any obligation by the Producer to the Company, the Producer herein agrees that it is liable for and shall reimburse the Company for its costs, reasonable attorneys' fees, and expenses in connection therewith. This provision shall remain in full force and effect regardless of any termination of this Agreement.

30. **JURY WAIVER.** **THE PARTIES EACH HEREBY KNOWINGLY, VOLUNTARILY, IRREVOCABLY, AND INTENTIONALLY WAIVE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT TO THE PARTIES ENTERING INTO THIS AGREEMENT. THIS PROVISION SHALL REMAIN IN FULL FORCE AND EFFECT REGARDLESS OF ANY TERMINATION OF THIS AGREEMENT.**

31. **AUTHORIZATION.** Each individual signing this Agreement warrants and represents that he or she has the full authority and is duly authorized and empowered to execute this Agreement on behalf of the Party for which he or she signs.

32. **COUNTERPARTS/COPIES.** This Agreement may be executed in one (1) or more counterparts each of which shall be deemed to be an original, and all of which when taken together shall constitute one and the same instrument. This Agreement may also be executed electronically or via facsimile or e-mail, and electronic, facsimile and e-mail signatures shall be treated as originals for all purposes.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective ____/____/____.

PRODUCER:

- an individual, a partnership,
- a limited liability company, a corporation

LIBERTY BANKERS LIFE INSURANCE COMPANY and its SUBSIDIARIES:

Printed Name

Printed Name

Signature

Signature of Officer

If a Corporation, State of Organization

Title

GUARANTEE BY OFFICERS, MEMBERS, OR PARTNERS

If the Producer is a business entity, each of the undersigned, in consideration of the Company executing this Agreement, represents to the Company that the principal stockholders, members, or partners of the Agency, with their percentage of interest in the total ownership of the Agency, are as follows, and does hereby personally jointly and severally guarantee the performance of all terms, liability and responsibility for any default by Producer of an provisions, terms, conditions, and/or covenants of this Agreement and/or any amendments thereto.

Signature	X	Title	-	% Interest	_____
Signature	X	Title	-	% Interest	_____
Signature	X	Title	-	% Interest	_____
Signature	X	Title	-	% Interest	_____



1605 LBJ Freeway, Suite 700, Dallas, TX 75234 • Toll Free 800-731-4300

COMMISSION ADVANCE AGREEMENT

NOTE: This Commission Advance Agreement describes the general terms under which our commission advancing program operates. This Agreement does not obligate you to receive commission advances. Specific terms related to your election of commission advances are described on the applicable product commission schedule(s). By signing this document now, you help ensure the timely processing of your request for advanced commissions, if available, now and/or in the future.

For value received, Liberty Bankers Life Insurance Company and its Subsidiaries (“Company” or “We”) and the below indicated Producer and Guarantor, enter into this Commission Advance Agreement (“Advance Agreement”) upon the following terms and subject to the following conditions:

1. **General.** This Advance Agreement is a supplement to, and subject to all the terms and conditions of, the Producer’s and/or Guarantor’s most recent Producer Agreement with the Company.
2. **Election of Advances by Product.** The Company will advance 100% of the Commissions for the first number of months shown on the applicable product Producer Commission Schedule, which may vary by product or product line. Notwithstanding the foregoing, the Company reserves the right to modify or amend the amount of the advances and percent of annualized commissions on each insurance contract placed by Producer in the Company’s sole discretion at any time during the term of this Advance Agreement. In all instances, the Producer and Guarantor will be liable for the entire indebtedness advanced, whether now existing or hereafter incurred, under this Advance Agreement.
3. **Interest on Advance.** We may charge you interest on the unpaid balance of the Producer’s account. The interest rate is 6% per annum. Interest begins on the first day of the calendar month after the Producer’s initial outstanding advance balance begins.
4. **Repayment.** All advances will be paid back to the Company from future commissions earned on the insurance contracts placed by the Producer. Commission “charge backs” on unearned premium due an insurance contract not issued, not taken, or lapsed for reasons other than death of the insured or other terminations occurring during the first year shall be payable on demand from the Company, and the Company may deduct any and all balances due from the current payable commissions. Any insurance contract that has been advanced commissions, lapsed, then re-instated, will be paid as earned once the insurance contract status becomes in-force, but in no event shall be due or paid to You twice. While any balance is outstanding for advances made hereunder, or for interest on such advances, all commissions earned on any insurance contract may be applied to the repayment of such advances. Such amount will be offset against any subsequent advances made on any insurance contract that may be issued in the future and against any commissions earned on any insurance contract. All such advances made under this section shall be secured by the Producer’s commissions from the sale of all insurance contracts produced by said Producer, and shall be individually guaranteed by the Producer and/or Guarantor.
5. **Right to Cancel.** Notwithstanding any other provision hereof, the Company shall have the right to cancel this Advance Agreement at any time without prior notification to the Producer and/or Guarantor, and in such event all amounts due the Company from the Producer hereunder shall become immediately due and payable.
6. **Termination.** This Advance Agreement will automatically terminate if the Producer’s or Guarantor’s Producer Agreement with the Company is terminated except that Producer’s and Guarantor’s obligations shall continue as long as any balance is outstanding hereunder.

7. **Guarantee.** This Commission Advance Agreement having been executed at my request, I hereby guarantee the payment of all sums advanced pursuant to this Commission Advance Agreement. I understand any and all commissions, both first year and renewal, under any agreement I have entered or will enter into with the Company, are hereby assigned as security for the repayment of sums guaranteed by my endorsement hereon and that I am personally responsible upon demand for the repayment of any advances made by the Company pursuant to that Agreement.

This Guarantee Agreement shall survive the termination of any contractual relationship between the Company and the Producer and the Guarantor/Producer.

If the Producer is contracting as a business entity, the Guarantor signing below must be the principal, member, shareholder, and/or partner of the business entity that is contracting as the Producer. If the Producer is contracting as an individual, the Producer will sign below as the Guarantor.

I hereby agree to the terms of this Commission Advance Agreement:

Printed Name

Signature

_____/_____/_____
Date



Debit-Check Agent/Agency Authorization Form

Vector One Operations, LLC dba Vector One (collectively with its affiliates, "Vector One") manages the secured web portal interactive computer service provided by Debit-Check.com, LLC a ("Debit-Check"). This Debit-Check Agent/Agency Authorization Form is by and among the undersigned ("you", "me", "I" or "my"), Vector One, and the Company (as defined below) and is used by Debit-Check subscribers who desire to be granted authorization from you for the submission and/or receipt of your personal information to the Debit-Check service as necessary to conduct a commission related debit balance screening. The undersigned company and its affiliates and authorized third parties (collectively, the "Company") is a Debit-Check subscriber. Accordingly, as part of the contracting and appointment process or determination of eligibility for advancement of commissions, the Company may conduct a commission related debit balance screening via Debit-Check in order to determine your eligibility and may continue to conduct periodic commission related debit balance screenings as determined in the Company's sole discretion following the engagement of any employment, appointment, contract, tenure, or other relationship with the Company.

Access to Debit-Check Information: You can obtain your commission related debit balance information by contacting the Vector One Agent Hotline at (800) 860-6546.

AGENT/AGENCY'S STATEMENT – READ CAREFULLY

The Company is hereby authorized to obtain and conduct a commission related debit balance screening through Vector One's Debit-Check secured web portal to determine if another Debit-Check subscriber has posted that I have an outstanding commission related debit balance. I understand that the Company may consider the results of the commission related debit balance screening in order to determine my eligibility to be contracted and appointed or determine my eligibility for advancement of commissions as an insurance producer and may continue to conduct periodic commission related debit balance screenings as determined in the Company's sole discretion following the engagement of any employment, appointment, contract, tenure, or other relationship with the Company. I understand and acknowledge that the Company may obtain commission related debit balance information through Debit-Check as state law allows. I understand that my information, including my name and social security number ("My Information") may be used for the purpose of obtaining and conducting a commission related debit balance screening. I further understand that in the event of termination or expiration of my employment, appointment, contract, tenure, or other relationship with the Company, whether voluntary or involuntary, if a commission related debit balance is owed to the Company, the Company may post My Information to the Debit-Check service which may be accessed by Debit-Check subscribers until such time the debit balance is satisfied or otherwise removed.

BY SIGNING BELOW, I HEREBY (PLEASE INITIAL ALL STATEMENTS):

(A) _____ Authorize the Company to use My Information for purposes of conducting a commission related debit balance screening, and periodic commission related debit balance screenings as determined in the Company's sole discretion following the engagement of any employment, appointment, contract, tenure, or other relationship with the Company, utilizing Debit-Check.

(B) _____ Authorize the Company to consider the results of the commission related debit balance screening in order to determine my eligibility to be contracted and appointed or determine my eligibility for advancement of commissions as an insurance producer.

(C) _____ Authorize and direct Vector One to receive and process My Information as necessary to intentionally disclose and furnish the results of my commission related debt verification screening, whether directly or indirectly, to the Company.

(D) _____ Authorize the Company to submit My Information to the Debit-Check service in the event of termination or expiration of my engagement with the Company, whether voluntary or involuntary, to the extent a commission related debit balance is owed to the Company.

(E) _____ Authorize and direct Vector One to receive and process My Information and intentionally disclose to any Debit-Check subscriber who submits an inquiry utilizing My Information the results of my commission related debit balance screening, which will contain My Information, to the extent a debit balance is owed.

Agent/Agency Printed Name: _____

Signature: _____ Date: ____ / ____ / ____

FOR COMPANY USE ONLY

AGREED AND ACKNOWLEDGED BY COMPANY:

Name of Company: _____

Signature: _____

Name and Title: _____



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PRODUCER TELEMARKETING ACKNOWLEDGEMENT

As part of Your contracting with Liberty Bankers Life Insurance Company and its Subsidiaries (“Company”), You are required to review and sign this Acknowledgement regarding telemarketing practices where a Company, Company service, or Company product might be mentioned or offered (including inbound calls from a lead vendor, texts, emails, faxes). All reference to “Seller” in this document means You, Your sub-producers, and Your lead vendor. “Call” means all attempted outbound telephone calls or texts, attempted telephone call transfers, and acceptance of telephone call transfers that involve or encourage the potential purchase of, or investment in, property, goods, or services.

Calls are subject to specific state and federal laws. Federal laws impose disclosure requirements, set permitted hours, and impose other conditions and restrictions. To the extent Seller engages in telemarketing Calls, or hires or permits others to do so on Seller’s behalf, Seller must be aware of, and strictly comply with, all federal telemarketing laws and states telemarketing laws related to the Call. For example, the Telephone Consumer Protection Act (“TCPA”) is the primary federal law that applies to Calls. The TCPA contains numerous restrictions on when, where, how, and to whom telemarketing Calls may be placed. The TCPA law and related regulations are complex. If Seller is unfamiliar with the TCPA, a good starting place is the Federal Communications Commission consumer website that can be found here: <https://www.fcc.gov/tags/telephone-consumer-protection-act-tcpa>. Please note that some states have additional consumer protections, if Seller is unfamiliar with state law, a good starting place is this compilation: <https://tcpa.mobi/state-do-not-call-list/> and this resource: <https://www.dnc.com/news/tags/state-laws>. However, Seller should also check the state Attorney General’s website for the telephone area code for the consumers who Seller attempts to contact (a good lead vendor will provide the consumer’s area code before transferring a Call).

Seller should **never**: (1) use an automatic telephone dialing system; (2) use a pre-recorded message; or (3) Call numbers on a Do-Not-Call (“DNC”) registry – there is a federal DNC registry, some states also have a DNC registry, and the Company has an internal DNC registry available to You on the Company producer portal (or you can request a copy from Compliance@LBIG.com). In some instances, Calls may be permissible if the person receiving the Call has given **prior express written consent**. However, it is Seller’s responsibility to verify the prior written consent before placing a Call, transferring a Call, or accepting a Call transfer.

The TCPA also contains rules regarding the time of day Calls may be made and number of rings allowed or required on a Call. For example, companies must let Calls ring for at least 15 seconds or 4 rings, and must prohibit Calls before 9:00 am or after 8:00 pm local time in the consumer’s location.

Seller must take complaints regarding marketing or unethical sales behavior seriously. You must investigate any complaints thoroughly, and, if a violation is discovered, terminate and, if necessary, take legal action against who is responsible for such violations.

By signing below, You hereby acknowledge, understand, and agree:

- As an independent contractor, it is Your sole and exclusive responsibility to ensure that Seller abides by all federal, state, and local laws, including telemarketing laws.
- Seller will ensure anyone who works for Seller understands and abides by these same rules.
- You and Your upline will indemnify and hold harmless the Liberty Bankers’ company that Seller is acting on behalf of for any and all legal claims related to Seller’s violation of consumer protection laws.
- Your contract may be terminated if Liberty Bankers becomes aware of Seller’s failure to comply.

Insurance Producer or Entity Printed Name

Insurance Producer Signature

_____/_____/_____
Date

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate		
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.		
	<input type="checkbox"/> Other (see instructions) ▶ _____		
	5 Address (number, street, and apt. or suite no.) See instructions.		Requester's name and address (optional)
6 City, state, and ZIP code			
7 List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-			-				
or											
Employer identification number											
				-							

Part II 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; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 for Part II, later.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____ / _____ / _____
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.