



NEW AGENT DATA SHEET

All fields must be completed

Legal Name _____ Male () Female () Social Security Number _____|_____|_____

Date of Birth _____|_____|_____ NPN (National Producer Number) _____ Previous Name(s) Used _____

Home Address ** _____ City _____ State _____ Zip _____
 (**NOTE: Home Physical Address must be provided in order to run background check)

Business Address _____ City _____ State _____ Zip _____

Business Phone () _____ Home Phone () _____

Email Address: _____

| | | |
|---|---|--|
| LICENSE DATA | Resident State License Required (Resident State License Address must match Home Address) | |
| | a. State of Resident License _____ b. Resident License No.(Enclose a copy) _____ c. Licensed for (Must Have Life License) Life Only Life and A & H Health d. Business will be conducted as Individual Partnership Corporation e. Partnership/Corporation Name (Must have corp license) _____ Tax ID# _____ | |
| ENCLOSE A COPY OF YOUR CURRENT LIFE LICENSE(S) | | |

| | | |
|---|--|---|
| LICENSE QUESTIONS | YES NO | YES NO |
| | 1. Are you indebted to any Insurance "Companies", Agency of Manager? (Including debit balance) | 4. Have you ever been fined or had a license to Solicit insurance refused, suspended, or revoked? |
| | 2. Have you ever been convicted of a crime? | 5. Are you a defendant in any suit or legal action. or the subject of any regulatory action? |
| | 3. Have you ever filed bankruptcy? | 6. Have you ever been refused a bond? |
| <i>NOTE: If the answers to any of these questions is YES, you must attach a letter of explanation</i> | | |

| | | | | |
|--------------------------------------|-----------------------|--|--------------------------------|------------------------------|
| PREVIOUS INSURANCE EXPERIENCE | DATES EMPLOYED | INSURANCE "COMPANIES" NAME CITY & STATE | LATEST MONTHLY EARNINGS | CURRENT DEBIT BALANCE |
| | | | | |
| | | | | |
| | | | | |

I HEREBY certify that the foregoing statements are true and correct to the best of my knowledge and belief, grant permission to "Companies" or any of its Master General Agents to verify such answers. I release any person or company contacted from liability with respect to the content of any information given. I understand that any false statement may be considered sufficient cause for rejection of this application or for termination if discovered subsequent to my becoming contracted.

I understand that more information may be required to complete my file. I understand that this may include obtaining a credit report and by signing this form I am authorizing "Companies" to do so.

 SIGNATURE DATE

Recommended by: _____



**Liberty Bankers Life Insurance Company
The Capitol Life Insurance Company ("Companies")**
1605 LBJ Freeway, Suite 710
Dallas, Texas 75234
(469) 522-4400 / FAX (469) 522-4401

GENERAL AGENT AGREEMENT

THIS AGREEMENT is entered into by and between LIBERTY BANKERS LIFE INSURANCE COMPANY AND/OR THE CAPITOL LIFE INSURANCE COMPANY ("Companies"), and _____ ("Master General Agent"), and _____ ("General Agent"), and _____, the undersigned applicant.

WHEREAS LIBERTY BANKERS LIFE INSURANCE COMPANY is an Oklahoma life insurance authorized to write life insurance in all states except Alabama, Connecticut, District of Columbia, Maine, Massachusetts, Minnesota, Missouri, New Hampshire, New Jersey, New York, Rhode Island, Vermont, Wyoming, American Samoa, Guam, Puerto Rico and The US Virgin Islands; and

WHEREAS THE CAPITOL LIFE INSURANCE COMPANY is a Texas life insurance company authorized to write life insurance in the states of Alabama, District of Columbus, Missouri and New Jersey; and

WHEREAS General Agent is licensed as a life agent in the state(s) where he will do business; and

WHEREAS "Companies" and General Agent desire to enter into an agreement whereby General Agent shall be authorized to solicit applications for life insurance contracts and annuity contracts issued by "Companies" (collectively "Policies") and to recruit and supervise sub-agents for the purpose of soliciting said Policies;

In consideration of the mutual covenants in this Agreement, it is agreed that:

AUTHORITY

- 1. General Agent shall have the authority to solicit applications for Policies in accordance with the terms of this Agreement. General Agent is entitled to solicit only those Policies for which a commission schedule is in effect and has been delivered to General Agent by "Companies" ("Commission Schedule"). "Companies" may withdraw, supplement or amend any Commission Schedule at any time and may deliver via Master General Agent to General Agent additional Commission Schedules relating to new Policies. "Companies" may, at its discretion, withdraw any Policy from sale at any time.**
- 2. General Agent shall also have the authority to recommend, recruit and supervise sub-agents ("Agents") for the purpose of soliciting Policies, the applications of such Agents to be submitted to "Companies" for approval. Upon the approval of "Companies" at its sole discretion, "Companies" shall enter into Agent Agreements permitting such individuals to solicit said Policies. General Agent shall be responsible for direct supervision of Agents in accordance with directions provided by "Companies".**
- 3. General Agent shall use his best efforts and exercise his best judgment as to the persons or businesses to be solicited and the time, place and manner of solicitation as well as in the recommending and recruiting of Agents. In the performance of his duties hereunder, General Agent shall be an independent contractor acting on his/her own behalf and for his/her own account. General Agent shall have no authority, expressed or implied, to act in any manner or by any means for or on behalf of "Companies" in any capacity other than that of an independent contractor, and no authority to act in any manner except as herein expressly set forth or as it may from time to time be requested in writing by "Companies". General Agent is not authorized or**



empowered to waive, release or vary the terms of any Policy or in any manner grant indulgence to any policyholder nor is General Agent authorized to appoint Agents on behalf of "Companies" for the purpose of soliciting Policies or otherwise. No authority may be implied from the authority expressly granted herein.

4. General Agent shall conform with all rules, manuals, Commission Schedules, and guides of "Companies" as may from time to time be provided via Master General Agent to General Agent by "Companies".
5. General Agent shall have no authority to amend or modify any of the terms, or conditions of the Policies, or any rates set forth on the applicable Commission Schedule. General Agent shall have no authority to commit "Companies" to any payment or course of action or obligate "Companies" in any manner.
6. General Agent and any of his Agents may sell policies other than the Policies of "Companies". However, in the event General Agent or his Agents sell such policies, "Companies" shall have no responsibility for the nature, quality or the service of such policies. NOTWITHSTANDING anything to the contrary contained herein, General Agent hereby agrees to indemnify and hold harmless "Companies", its shareholders, directors, officers, employees, Master General Agent and agents from and against any claim, demand, liability, action or cause of action of whatsoever kind or nature arising out of or in any manner connected with the sale by General Agent or by any of his Agents of any policies other than those of "Companies".
7. General Agent shall not deliver any Policy unless, to the best of his/her knowledge and belief, the applicant is in insurable condition for the applicable Policy at the time of delivery, and unless the first premium has been fully paid. "Companies" may refuse to process any application or issue or amend any Policy.
8. General Agent has the authority to accept premiums on Policies in accordance with the rules set forth herein or otherwise provided by "Companies". Any such premiums collected by General Agent shall be made payable to "Companies" and shall be immediately delivered to "Companies" via Master General Agent in the full amount received. **General Agent is not authorized to accept on behalf of "Companies" any premium checks which are made payable to General Agent.**
9. General Agent shall, at "Companies" request and in accordance with "Companies" instructions, account for all Policies, receipts, premiums, and any other monies received, and/or property and supplies, including rate books, applications, and all other books and papers connected with "Companies" business. "Companies" may, at any time, audit and make copies of such records and accounts.

COMMISSIONS

1. General Agent shall be compensated under this Agreement by Commissions ("Commissions") payable at the Master General Agent's address according to the applicable Commission Schedule relating to Policies which are produced by General Agent or his Agents, as applicable. "Companies" shall only pay Commissions on premiums which are due and received by "Companies", and such Commissions shall be compensation in full for all services performed and all expenses incurred by General Agent for the solicitation of Policies as well as for the recommending and recruiting of Agents and the ensuing supervision of Agents (collectively "Related Services").
2. "Companies" may, at any time and from time to time, change the Commission Schedule for any or all Policies; provided however, that the Commission for any Policy shall not be less than that set forth in the Commission Schedule in effect for such Policy at the issue date. Furthermore, "Companies" may, at its discretion, withdraw any Policy from sale at any time.
3. Commissions shall not be paid on premiums waived or commuted by reason of death or disability of the insured or exercise of Policy options by the policyholder, unless "Companies" otherwise agrees in writing to pay Commissions.
4. Commissions in an amount less than twenty-five dollars (\$25.00) may be held by "Companies" and all such amounts held shall be paid to General Agent at the end of each pay period. After termination without cause,



no further compensation will be paid if the total amount of commissions is less than \$100.00 in any calendar year subsequent to the year in which this Agreement terminated.

5. "Companies" may demand proof of the delivery of the Policy to the policyholder and/or proof of the expiration of the "Free Look" period before paying Commissions on the related Policy.
6. Payments of all Commissions earned by the sale of Policies and for Related Services shall be made solely to Master General Agent or, at the option of "Companies", to his designee.
7. General Agent shall indemnify, defend, and hold "Companies" and its assigns harmless from and against any losses, damages, claims, suits, penalties, fines, forfeitures, legal fees, related costs, and other costs and expenses arising from or relating to any suit, claim or demand brought against "Companies" by any party other than General Agent for the payment of Commissions.
8. Commission adjustments: (a) Replacements: With respect to any Policy issued to replace an existing Policy, "Companies" shall adjust General Agent's Commission payable on the reissued Policy unless "Companies", at its discretion, otherwise agrees to pay some portion or all of such Commissions. (b) Lapses: With respect to Policies which are cancelled for any reason within the first year following the Policy effective date, "Companies" may charge back to General Agent the unearned first-year Commission, if any, paid on such Policy. (c) Cancellation: In the case of misrepresentation or misunderstanding at the time of solicitation or application for any Policy or upon delivery thereof, or upon exercise of a right granted pursuant to the terms of the "Free Look" provision of any Policy, "Companies" may return the premium paid thereon and cancel the Policy. "Companies" may charge back to General Agent the entire compensation paid on such Policy. (d) Return of Commissions: General Agent shall return to "Companies" within five (5) days of written demand the applicable portion (or all) of any Commissions with respect to any Policy which is (i) not issued, (ii) not taken out, or (iii) subject to the application of either clause (a), (b) or (c) immediately above.
9. Prior to paying any Commission(s) via Master General Agent to a corporate General Agent, "Companies" may require evidence satisfactory to it that such General Agent or any sub-agent is authorized by applicable state law to solicit Policies on behalf of, and to have any Commissions (if any) paid to, such corporation and that such corporation (i) is duly organized, validly existing and in good standing under the laws of the state of its incorporation, (ii) is qualified to transact business in and is in good standing under the laws of each state in which Policies are solicited or is otherwise exempt by applicable law from such qualification, (iii) has a current and valid license to solicit Policies in every state in which a Policy is solicited, and (iv) has otherwise complied with all laws and regulations applicable to the licensing of corporations in such states, including, without limitations, the payment of all applicable fees and charges.

TAXES, BONDS, LICENSES, AND EXPENSES

1. General Agent hereby represents that he has a current and valid license in every state in which a Policy is solicited by General Agent and "Companies" is licensed. Further, General Agent hereby represents that all his Agents appointed by "Companies" shall be so licensed.
2. General Agent will pay all initial licensing fees that may be required in any jurisdiction in which General Agent solicits Policies. General Agent will pay licensing renewal fees. General Agent will pay all fees including, but not limited to, bonding fees, examination fees and license renewal fees.
3. "Companies" will bear expense of application forms, medical examination forms, and the various papers necessary to writing and servicing Policies.

ADVERTISING

At "Companies" discretion, "Companies" will furnish via Master General Agent to General Agent all forms, advertising materials, circulars and other printed matter requested by General Agent. General Agent is prohibited from using any other advertising material for solicitation of Policies without first receiving "Companies" written



approval. Within five (5) days following termination of this Agreement, all unused supplies shall be returned to Master General Agent.

LIENS AND OFFSETS

1. "Companies" may offset against any claim of General Agent for Commissions, any loans and advances made by "Companies" via Master General Agent to General Agent or any loan or advance which General Agent has guaranteed and which is in default.
2. "Companies" may offset any indebtedness to "Companies" of General Agent or of a General Agent's Agent against any Commissions due hereunder to General Agent.
3. "Companies" shall have no obligation to pay any Commission to General Agent, or his assigns or designees, under this Agreement or under any other agreement with "Companies" now or hereafter existing as long as either General Agent or any of his Agents is indebted to "Companies".

ASSIGNMENTS

This Agreement, including the payment of Commissions payable thereunder, may not be assigned by any party hereto, without the written consent of all the other parties.

LITIGATION

General Agent agrees to indemnify and hold "Companies" harmless from and against any costs, losses, damages, claims, fines, expenses, legal fees, or related costs that "Companies" may incur arising from or relating to any suit, claim, demand, action, or proceeding relating to the subject of insurance and resulting from any act, omission or misrepresentation on the part of General Agent or any of General Agent's Agents. General Agent shall not bring a cause of action against any applicant for a Policy, any of "Companies" policyholders or any of "Companies" agents in connection with the solicitation of an application for a Policy, the receipt of an application for a Policy, or the issuance of a Policy without the prior consent of "Companies".

TERMINATION

1. Without Cause: This Agreement may be terminated at any time by General Agent, Master General Agent or "Companies" without cause upon thirty (30) days' written, oral, telephone, or telegraphic notice. If such notice is not in writing, it shall be promptly confirmed in writing. In the event General Agent or "Companies" terminates this Agreement without cause, "Companies" will pay Commissions to General Agent on premiums received as of the date of termination and will thereafter continue to pay Commissions pursuant to the applicable Commission Schedule(s) on premium received for Policies in force upon date of termination of this Agreement.
2. For Cause: This Agreement may be terminated by "Companies" at any time for cause if, at "Companies"'s discretion, General Agent (a) wrongfully withholds any funds or Policies from Master General Agent or "Companies"; (b) willfully and knowingly fails to comply with the laws, or regulations of any insurance regulatory authority; (c) fraudulently misrepresents any Policy, product or service offered by or through "Companies"; (d) willfully and knowingly fails to comply in any manner with the terms of this Agreement; (e) defrauds "Companies"; (f) fails to acquire any license required by law in connection with the solicitation and/or sale of an insurance product; (g) causes his/her license as an agent to be revoked by any state or other insurance regulatory agency; (h) willfully and knowingly furnishes to "Companies" false information of a material nature; (i) induces any agent or employee of "Companies" to terminate his/her agreement with "Companies"; (j) attempts to induce policyholders of "Companies" to relinquish their Policies (except in those cases where such relinquishment is in the best interest of the policyholder); (k) endeavors to induce any agent or employee of "Companies" to do any of the preceding acts. "Companies" shall terminate this Agreement for cause by sending to General Agent at Master General Agent's address or at his last known address a written notice of such termination which shall be effective immediately upon mailing. Upon



termination for cause by "Companies", General Agent shall have no further rights under this Agreement to any Commissions otherwise payable under the terms of this Agreement.

3. If this Agreement is terminated without cause and cause is later determined to exist, then rights of General Agent under this Agreement shall end from the date of the action giving rise to termination for cause.
4. Death of General Agent: This Agreement shall be automatically terminated upon the death of General Agent. Upon the termination of this Agreement due to the death of General Agent, all Commissions payable hereunder shall be paid by "Companies" via Master General Agent to General Agent's estate.
5. Bankruptcy of General Agent: This Agreement shall be automatically terminated upon the bankruptcy of General Agent. Upon the termination of this Agreement due to the bankruptcy of General Agent, all Commissions payable hereunder shall be paid by "Companies" to the Master General Agent who will pay said commissions to the Trustee acting on behalf of creditors.

RIGHTS OF THIRD PARTIES

This Agreement is for the exclusive benefit of the parties hereto, and except as otherwise expressly provided herein, no other person or entity, including agents or creditors of any party hereto, shall have any right or claim against any party hereto or be entitled to enforce any provision of this Agreement against any party.

WAIVER

The failure of "Companies" to insist upon strict compliance with any of the terms of this Agreement shall not constitute a waiver of any such conditions or obligations.

PRIOR AGREEMENTS

This Agreement constitutes the entire agreement between "Companies", the Master General Agent, and General Agent and supersedes any and all contracts, stipulations and agreements, written or oral, existing between "Companies" and General Agent prior to its effective date.

AMENDMENTS

No modification, amendment, change or waiver of this Agreement, or any part thereof, shall be valid unless in writing and signed by Master General Agent, General Agent and a duly authorized officer of the "Companies".

MISCELLANEOUS

1. General Agent does not have the exclusive right to any product or sales territory.
2. This Agreement shall be binding upon and inure to the benefit of "Companies" and upon Master General Agent and General Agent.
3. Wherever used, the singular number shall include the plural and the plural the singular where the context requires, and the use of any gender shall be applicable to all genders.

GOVERNING LAW AND JURISDICTION

This Agreement shall be subject to, interpreted and governed by, the laws of the State of Oklahoma, and each party hereto agrees that the venue for any litigation shall be in Oklahoma City, Oklahoma.



WITNESS the following signatures:

APPLICANT

(name of corporation, if licensing)

BY: _____
(signature of principal "corporate" or individual)

(print name)

MASTER GENERAL AGENT

(name of corporation, if licensing)

BY: _____
(signature of principal "corporate" or individual)

(print name)

GENERAL AGENT

(name of corporation, if licensing)

BY: _____
(signature of principal "corporate" or individual)

(print name)

**LIBERTY BANKERS LIFE AND/OR THE CAPITOL
LIFE INSURANCE COMPANY**

BY: _____
(signature of authorized employee)

(effective date)

(agent number)



**Commission Advance Agreement
(Applicable to Your Entire Hierarchy)**

You and Your appointed Agents can qualify to receive advanced commissions at the request of your MGA. The amount of the advance and reserve is based on each agent's own "Product Blended" Persistency. Agent's "Product Blended" Persistency will be reviewed quarterly. Newly appointed agents will have their persistency reviewed after their 3rd month.

If the "Companies" via Master General Agent advances monies to You, and/or your down-line agents, against anticipated compensation under your Compensation Schedule, You agree to pay the "Companies", upon demand the aggregate amount of all such monies so advanced, less any compensation due You and at the option of the "Companies", interest upon the unpaid balance of all such monies so advanced at a rate not greater than the current prime lending rate of the Chase Bank of Texas, Dallas, Texas.

In practice, the "Companies" will pay Commissions daily and will include statements made available to you. The amount of advanced commissions will be adjusted quarterly according to the "Commission Advance & Renewal Bonus Program".

Basic Advance Formula:

1. The "Companies" will advance 100% of either the first **six** or **nine** months of Commissions on "monthly bank draft" mode only.
2. The "Companies" will retain 10% or 20% (as requested) of such advance in a salvage account;
3. The "Companies" will deduct any Commission "charge backs" due to lapses or other terminations occurring during the first year, first from the salvage account, and then from the current payable Commissions;
4. Any policy that has been advanced commissions, lapsed, then re-instated, will be paid as earned once the policy status becomes in-force.

WITNESS the following signatures:

APPLICANT

GENERAL AGENT

(name of corporation, if licensing)

(name of corporation, if licensing)

BY: _____
(signature of principal "corporate" or individual)

BY: _____
(signature of principal "corporate" or individual)

(print name)

MASTER GENERAL AGENT

**LIBERTY BANKERS AND/OR THE CAPITOL
LIFE INSURANCE COMPANY"**

(name of corporation, if licensing)

BY: _____
(signature of authorized employee)

BY: _____
(signature of principal "corporate" or individual)

(effective date)



Liberty Bankers Life
Insurance Company

COMPLIANCE POLICY STATEMENT OF UNDERSTANDING

I acknowledge having access to a copy of the “*Conduct and Compliance Guide for the Producer*” for Liberty Bankers Life Insurance Company, Winnfield Life Insurance Company, Mid-Continent Preferred Life Insurance Company, American Reserve Life Insurance Company and The Capitol Life Insurance Company (“Companies”). The link to this document is:

[http://libertybankerslife.com/repository/unmanaged_content/Publications/2008 Producers Guide.pdf](http://libertybankerslife.com/repository/unmanaged_content/Publications/2008%20Producers%20Guide.pdf)

I acknowledge that I have read and understand the contents of the “*Conduct and Compliance Guide for the Producer*” and understand that if I do not comply with its provisions, it will be a violation of my contract and may result in, without limitation, the cancellation of my contract(s) with Companies.

I acknowledge that Companies insist upon strict adherence to all applicable state, federal, and military regulations regarding the solicitation and sale of life insurance and annuities and I understand that I am individually accountable for my own actions.

I acknowledge that I must be professional in my sales presentations and that I must accurately and completely describe the insurance product being offered and help the purchaser understand the terms and conditions of the insurance product being offered.

I acknowledge that this agreement does not alter or amend my contract(s) with Companies or create an employment relationship with Companies. This agreement does not change the at-will relationship between Companies and me. The contract(s) between Companies and me may be terminated at any time by either party upon notice, as set forth in the contracts(s).

Signature

Print Name

Date

RETURN A SIGNED COPY OF THIS DOCUMENT WITH YOUR SIGNED CONTRACT