



## **Contracting Checklist for Liberty/Capitol**

Please submit the following information and documents to **SMiG** when licensing with Liberty Capitol:

- Completed and Signed New Agent Data Sheet
- Completed and Signed Direct Deposit Form with Voided Check (Required)
- Completed and Signed GA or Agent Agreement
- Completed and Signed Statement of Understanding
- Completed and Signed Advanced Commission Agreement (If Applicable)
- Completed and Signed One Life and SMiG Agent Contract
- Include copies of current license(s), individual and corporate
- Completed and Signed W-9

### **STATE LICENSING FEES MAY APPLY!!!**

Send the above information to SMiG:

**By Email:**        [contracts@smig-inc.com](mailto:contracts@smig-inc.com)

**By Fax:**                314-685-8013

**By Mail:**        Senior Marketing Insurance Group  
712 N 2<sup>nd</sup> St, Suite 310  
Saint Louis, MO, 63102

The licensing process cannot begin until all of the above items have been received!!! If you have any questions, please call us at: 1-866-345-0109.



### **New Agent Contracting Checklist**

Please make sure the following is complete before submitting your paperwork

1. **New Agent Data Sheet.** This will need to be completed and signed by you. Your recruiter/manager will need to sign on the "Recommended" line. ***Please note the following items :***
  - a. ***A physical home address is required for background checks – PO Boxes cannot be used.***
  - b. ***Be sure to have a valid email address.***
  - c. ***Give details to any questions with negative answers such as vectors or bankruptcy, etc.***
  - d. ***Do not leave "Insurance Experience" section blank.***
2. **Agent Direct Deposit Form.** Commissions are direct deposited into your bank account, this form needs to be completed and signed along with a blank voided check or deposit slip.
3. **GA or Agent Agreement.** You will need to sign as "*applicant*". Your recruiter/manager, if applicable, will need to sign in their respective place.
4. **Commission Schedule.** You will need to sign as "*applicant*". Your recruiter/manager, if applicable, will need to sign in their respective place.
5. **Compliance Policy.** This needs to be signed and completed by you and returned with your contracting paperwork.
6. **Include a Copy of Current Life License.** If commissions are to be paid to a corporation, please include copy of corporate license, as well as the individual license. ***Liberty Bankers Life will pay for your resident appointment fees only. If non-resident state appointments are required, appropriate fees should be included at the time a non-resident application is submitted. LBL has a credit authorization form for license fees.***

***Please check that all paperwork is completed and signed. Any items left out will delay your appointment process.***

All contracting paperwork will be held in a pending file until you submit your first application for new business (except for the states of GA, IN, NJ, NM, PA, UT, AND WA). In the mean time, please note the following:

- *Any agent with a convicted or pending Felony charge, Multiple Vectors, or Large Tax Liens will be denied appointment.*
- *Other Criminal charges may be reason for declined appointment*
- *Any Agent with an active Vector, including Stuart Allan collections, Uncontrolled Debt Management, Small Tax Liens, and Criminal Charges would not be eligible for advance commissions.*

*Please feel free to discuss this with your MGA if you feel there is a concern on your part.*

#### **PLEASE SEND ALL COMPLETED PAPERWORK TO:**

One Life America, Inc  
Attention: Amanda Colz  
3800 Hwy 45 N  
Meridian, MS 39301  
Telephone: 601-693-8357 ext 1216  
Email: [acolz@onelifeamerica.com](mailto:acolz@onelifeamerica.com)

## NON-RESIDENT APPOINTMENT FEES

State	Appointment Notification Filing Rules Appoint Within	States where Agents May submit applications with appointment paperwork	Appointment Fees	Additional Notes
Alabama		Yes	\$30.00	LBL Not Licensed/use CLICO contract
<b>Alaska</b>				<b>LBL Not Licensed</b>
Arizona		Yes	N/A	Appointment reporting is not required
Arkansas	15 days	Yes	Resident: \$20.00 Non Resident: \$60.00	<b>Company to pay nonresident fee</b>
California	30 days**	Yes	\$24.00	**Appointments should be submitted with 14 days.
Colorado		Yes	N/A	Appointment reporting is not required
<b>Connecticut</b>				<b>LBL Not Licensed</b>
Delaware	15 days	Yes	\$25.00	Appointment reporting is not required
District of Columbia	30 days	Yes	\$25.00	LBL Not Licensed/use CLICO contract
Florida	45 days	Yes	\$60.00.	
<b>Georgia</b>	<b>15 days</b>	<b>NO</b>	<b>\$20.00</b>	<b>Agent can't solicit until appointed</b>
Hawaii	15 days	Yes	No fees	
Idaho	15 days	Yes	No fees	Effective 7/1/2003 appointments submitted on paper must be sent with license application
Illinois	N/A	Yes	N/A	Appointment reporting is not required
<b>Indiana</b>		<b>NO</b>	<b>N/A</b>	<b>Appointment reporting is not required</b>
Iowa	30 days	Yes	Retaliatory based on company domicile state	Retaliatory fees based on the domicile state of the insurer - which is OK & will be \$40.00

## NON-RESIDENT APPOINTMENT FEES

	30 days	Yes	\$2.00 for domestic companies. \$5.00 for foreign/alien companies	
Kansas		Yes		
Kentucky	15 days	Yes	Based on residency	Individuals \$40.00 resident / \$50.00 non resident. Firms \$100 resident. / \$120.00 non-resident.
Louisiana	15 days	Yes	\$20.00 per line	
Maine				<b>LBL Not Licensed</b>
Maryland	N/A	Yes	N/A	Appointment reporting is not required
Massachusetts				<b>LBL Not Licensed</b>
Michigan	15 days	Yes	\$5.00 for residents /\$10.00 for non-resident	
Minnesota	15 days	Yes	\$10.00	
Mississippi	15 days	Yes	\$25.00	
Missouri		Yes	No fees	<b>LBL Not Licensed/use CLICO contract</b>
Montana	15 days	<b>NO</b>	No fees	<b>Agent can't solicit until appointed</b>
Nebraska	15 days	Yes	\$8.00 or retaliatory (\$40.00)	Retaliatory fees based on the domicile state of the insurer - which is OK & will be \$40.00
Nevada	15 days	Yes	\$15.00	
New Hampshire				<b>LBL Not Licensed</b>
New Jersey				<b>LBL Not Licensed/use CLICO contract</b>
New Mexico		<b>NO</b>	No fees	<b>Appointment reporting is not required</b>
New York				<b>LBL Not Licensed</b>
North Carolina	30 days	Yes	\$10.00	
North Dakota	30 days	Yes	\$10.00	
Ohio	30 days	Yes	\$20.00 per category	
Oklahoma	45 days	Yes	Non-resident \$40.00	

## NON-RESIDENT APPOINTMENT FEES

Oregon	N/A	Yes	N/A	Appointment reporting is not required
Pennsylvania		NO	\$15.00	
Rhode Island				LBL Not Licensed
South Carolina	15 days	Yes		Company to pay nonresident fee
South Dakota	15 days	Yes	\$40.00 non-resident \$10.00 for residents. \$20.00 for non-residents.	
Tennessee	15 days	Yes	\$15.00	
Texas	30 days	Yes	\$10.00	
Utah		NO	No fees	
Vermont				LBL Not Licensed
Virginia	30 days	Yes	\$14.00	
Washington		NO	20.00	
West Virginia	15 days	Yes	\$25.00	
Wisconsin	15 days	Yes	\$24.00 Non-resident	
Wyoming	15 days	Yes	\$15.00	

Use CLICO contract  
 LBL/CLICO not licensed  
 Agent MUST be appointed before writing.



**NEW AGENT DATA SHEET**

Name \_\_\_\_\_ Male ( ) Female ( ) Home Phone ( ) \_\_\_\_\_

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

Business Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Social Security Number \_\_\_\_\_ Date of Birth \_\_\_\_\_ Spouse's Name \_\_\_\_\_

Business Phone ( ) \_\_\_\_\_ Fax Phone ( ) \_\_\_\_\_

Email Address: \_\_\_\_\_

<b>LICENSE DATA</b>	Currently Licensed No Yes If yes, complete following: a. State of Resident License _____ b. Resident License No. _____ c. Licensed for Life Only Life and A & H Other _____ d. Business will be conducted as Individual Partnership Corporation _____ e. Partnership/Corporation Name _____ Tax ID# _____ <p align="center" style="background-color:yellow;"><b>PLEASE REMEMBER TO ENCLOSE A COPY OF YOUR CURRENT LIFE LICENSE</b></p>
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<b>LICENSE QUESTIONS</b>		<b>YES</b>	<b>NO</b>		<b>YES</b>	<b>NO</b>
	Are you indebted to any Insurance "Companies", Agency of Manager? (Including debit balance)	<input type="checkbox"/>	<input type="checkbox"/>	Have you ever been fined or had a license to Solicit insurance refused, suspended, or revoked?	<input type="checkbox"/>	<input type="checkbox"/>
	Have you ever been convicted of a crime?	<input type="checkbox"/>	<input type="checkbox"/>	Are you a defendant in any suit or legal action. or the subject of any regulatory action?	<input type="checkbox"/>	<input type="checkbox"/>
	Have you ever filed bankruptcy?	<input type="checkbox"/>	<input type="checkbox"/>	Have you ever been refused a bond?	<input type="checkbox"/>	<input type="checkbox"/>
	<i>NOTE: If the answers to any of these questions is YES, you must attach a letter of explanation</i>					

<b>PREVIOUS INSURANCE EXPERIENCE</b>	<b>DATES EMPLOYED</b>	<b>INSURANCE "COMPANIES" NAME CITY &amp; STATE</b>	<b>LATEST MONTHLY EARNINGS</b>	<b>CURRENT DEBIT BALANCE</b>

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.

**SIGN HERE**

\_\_\_\_\_ SIGNATURE \_\_\_\_\_ DATE

Recommended by: **One Life America, Inc.**



**Agent Direct Deposits**

PO Box 224 Brownwood, TX 76804 1-888-525-4467

Agent Name: \_\_\_\_\_ Agent Number: \_\_\_\_\_

Address / City / State / Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Social Security or Tax ID Number: \_\_\_\_\_

I hereby request that until I notify "Companies" otherwise, each commissions payment, commencing with the next payment due, shall be paid by Electronic Fund Transfer (EFT) to:

Name of Financial Institution: \_\_\_\_\_

Address / City / State / Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

For credit to my (please choose one)  Checking  Savings

ABA Routing Number: \_\_\_\_\_ Account Number: \_\_\_\_\_

**PLEASE ATTACH A "VOIDED" CHECK**  
**Deposit slip is not acceptable.**

I authorize "Companies" to make deposits to the bank account noted above. I shall deem receipt by said Financial Institution of such credit entries as receipt by me. In the unlikely event of a deposit error, I authorize the Company to make adjustments to correct the error. This authority is to remain in full force and effect until "Companies" has received written notification from me of its termination in such time and in such manner as to afford "Companies" a reasonable opportunity to act.

**SIGN  
HERE**

Agent Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**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, American Benefit Life Insurance Company and The Capitol Life Insurance Company (“Companies”). The link to this document is:

<http://www.libertybankerslife.com/wp-content/uploads/2011/05/2008-Producers-Guide.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).

**SIGN  
HERE**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**RETURN A SIGNED COPY OF THIS DOCUMENT WITH YOUR SIGNED CONTRACT**





**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 3<sup>rd</sup> 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 or Direct Express Cards" 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;

**CATEGORIES:**

**GOLD:** An agent with a 13<sup>th</sup> month "Product Blended" persistency rate of 70% > qualifies for a 9 month commission advance (with appropriate salvage account).

**SILVER:** An agent with a 13<sup>th</sup> month "Product Blended" persistency rate of 60% - <70% qualifies for a 9 month commission advance (with appropriate salvage account).

**BRONZE:** An agent with a 13<sup>th</sup> month "Product Blended" persistency rate of 55% - <60% *may, at the "Companies" and MGA's discretion, qualify for a 6 month commission advance (with appropriate salvage account).*

**WITNESS** the following signatures:

**APPLICANT**

**GENERAL AGENT**

\_\_\_\_\_  
(name of corporation, if licensing)

\_\_\_\_\_  
(name of corporation, if licensing)

**SIGN  
HERE**

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"**

**One Life America, Inc.**

\_\_\_\_\_  
(name of corporation, if licensing)

BY: \_\_\_\_\_  
(signature of authorized employee)

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

\_\_\_\_\_  
(effective date)



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

#### WRITING 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"), \_\_\_\_\_ ("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 Columbia, Missouri and New Jersey; and

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

WHEREAS "Companies" and Agent desire to enter into an agreement whereby 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. Agent shall have the authority to solicit applications for Policies in accordance with the terms of this Agreement. Agent is entitled to solicit only those Policies for which a commission schedule is in effect and has been delivered to 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 Agent additional Commission Schedules relating to new Policies. "Companies" may, at its discretion, withdraw any Policy from sale at any time.
2. 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, Agent shall be an independent contractor acting on his/her own behalf and for his/her own account. 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". 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.



3. 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 Agent by "Companies".
4. 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. Agent shall have no authority to commit "Companies" to any payment or course of action or obligate "Companies" in any manner.
5. Agent may sell policies other than the Policies of "Companies". However, in the event Agent sells such policies, "Companies" shall have no responsibility for the nature, quality or the service of such policies. NOTWITHSTANDING anything to the contrary contained herein, 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 Agent of any policies other than those of "Companies".
6. 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.
7. 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. **Agent is not authorized to accept on behalf of "Companies" any premium checks which are made payable to Agent.**
8. 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. 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 Agent. "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 Agent for the solicitation of Policies.
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 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 shall be made solely to Master General Agent or, at the option of "Companies", to his designee.
7. 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 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 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 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 Agent the entire compensation paid on such Policy. (d) Return of Commissions: 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 Agent, "Companies" may require evidence satisfactory to it that such 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. Agent hereby represents that he has a current and valid license in every state in which a Policy is solicited by Agent and "Companies" is licensed.
2. Agent will pay all initial licensing fees that may be required in any jurisdiction in which Agent solicits Policies. Agent will pay licensing renewal fees. 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 Agent all forms, advertising materials, circulars and other printed matter requested by Agent. 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 Agent for Commissions, any loans and advances made by "Companies" to Agent or any loan or advance which Agent has guaranteed and which is in default.



2. "Companies" may offset any indebtedness to "Companies" of Agent or of a Agent's Agent against any Commissions due hereunder to Agent.
3. "Companies" shall have no obligation to pay any Commission to Agent, or his assigns or designees, under this Agreement or under any other agreement with "Companies" now or hereafter existing as long as either 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

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 Agent. 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 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 Agent or "Companies" terminates this Agreement without cause, "Companies" will pay Commissions via Master General Agent to 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" discretion, 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 Agent at his last known address a written notice of such termination which shall be effective immediately upon mailing. Upon termination for cause by "Companies", 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 Agent under this Agreement shall end from the date of the action giving rise to termination for cause.
4. Death of Agent: This Agreement shall be automatically terminated upon the death of Agent. Upon the termination of this Agreement due to the death of Agent, all Commissions payable hereunder shall be paid by "Companies" via Master General Agent to Agent's estate.



5. Bankruptcy of Agent: This Agreement shall be automatically terminated upon the bankruptcy of Agent. Upon the termination of this Agreement due to the bankruptcy of 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 Agent and supersedes any and all contracts, stipulations and agreements, written or oral, existing between "Companies" and 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, Agent and a duly authorized officer of the "Companies".

#### **MISCELLANEOUS**

1. 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 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:

**GENERAL AGENT**

**APPLICANT**

\_\_\_\_\_  
(name of corporation, if licensing)

\_\_\_\_\_  
(name of corporation, if licensing)

**SIGN  
HERE**

BY: \_\_\_\_\_  
(signature of principal "corporate" or individual)

BY: \_\_\_\_\_  
(signature of principal "corporate" or individual)

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(print name)

**MASTER GENERAL AGENT**

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

**One Life America, Inc.**

BY: \_\_\_\_\_  
(signature of authorized employee)

\_\_\_\_\_  
(name of corporation, if licensing)

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

\_\_\_\_\_  
(effective date)

**Scott D Elliott Jr**

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(agent number)



**One Life America, Inc.**

THIS AGENT AGREEMENT IS MADE BETWEEN MGA, \_\_\_\_\_,

AND GENERAL AGENT, \_\_\_\_\_, DATED: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

WITNESS the following signatures:

**APPLICANT**

\_\_\_\_\_  
(name of corporation, if licensing)

**SIGN** BY: \_\_\_\_\_  
**HERE** (signature of principal "corporate" or individual)

(print name)

**GENERAL AGENT**

\_\_\_\_\_  
(name of corporation, if licensing)

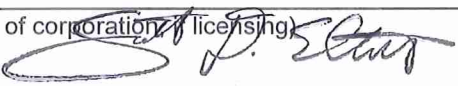
BY: \_\_\_\_\_  
(signature of principal "corporate" or individual)

(print name)

**MASTER GENERAL AGENT**

**One Life America, Inc.**

\_\_\_\_\_  
(name of corporation, if licensing)

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

**Scott D Elliott Jr**

(print name)

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

BY: \_\_\_\_\_  
(signature of authorized employee)

(effective date)

(agent number)





- Liberty Bankers Life Insurance Company
- The Capitol Life Insurance Company

## CREDIT CARD AUTHORIZATION

I authorize Liberty Bankers Life and/or The Capitol Life Insurance Company to charge the credit card listed below in the amount of \$ \_\_\_\_\_ for the contracting appointment fees for the non-resident fee(s) for the State(s) of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_. I have attached a copy of my insurance license(s) for the above state(s).

**I ACKNOWLEDGE:**

1. USE OF THE CREDIT CARD FOR PAYMENT IS OPTIONAL
2. THIS AUTHORIZATION DOES NOT COVER THE CHARGING OF FUTURE FEES

- MasterCard
  Visa
  Discover

*NOTE: Debit cards may only be used to pay for contracting appointment fees if the card shows the MasterCard or Visa logo.*

Name on Card \_\_\_\_\_

Card/Account Number \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Billing Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number \_\_\_\_\_

Signature: SIGN  
HERE \_\_\_\_\_

Date of Signature \_\_\_\_\_

This form and the license(s) may be faxed to:  
214-204-9186

YOUR  
LICENSE COPY  
GOES  
HERE