



Contracting Check list

To ensure your contracting experience runs as smooth as possible, please complete the agent name, recruiter name, carrier, and include the check points below.

Attach this check list to all new contracting when submitting.

Thank you!

Agent name: _____

Recruiter name: _____

Carrier: _____

- ✓ **Do you want advance commissions (if available)**
check one: _____ yes _____ no
- ✓ Included a copy of your current license?
- ✓ Included a copy of your current E&O?
- ✓ Included a Voided Check?
- ✓ Included a copy of your signed commission schedule?*
- ✓ Included a copy of your current AML training?
- ✓ Included any/all fees?***
- ✓ Signed where indicated

You can submit your contracting one of the following ways:

Fax: 712-642-4248

Mail: Western Marketing – 318 West Huron – Missouri Valley, IA 51555

Email contracting to: licensing@wmacorp.com

*if signature is required on commission schedule

***if fees are required, if you are not sure, call our contracting department: 800-852-7152

**ATTENTION MARKETING GENERAL AGENT
(MGA)**

If you have taken an application and are submitting your signed contract simultaneously, please put the date the new business was signed and state where signed on this form and include as part of your contracting papers.

Please note, in addition to your signed MGA contract (signed by you and your IMO), we also will need:

- **BUSINESS BACKGROUND SUMMARY COMPLETED IN DETAIL AND SIGNED BY YOU AND YOUR IMO**
- **AGENT'S RESPONSIBILITY SIGNED BY YOU AND YOUR IMO**
- **COPY OF YOUR CURRENT RESIDENT LICENSE**
- **COPY OF YOUR CURRENT E&O PROOF; NAME OF PERSON COVERED MUST BE LISTED**
- **SEND RECENT PROOF OF ANTI MONEY LAUNDERING TRAINING FROM ANOTHER CERTIFYING ORGANIZATION, IF NOT COMPLETED THROUGH LIMRA.**

HAS AGENT WRITTEN NEW BUSINESS? YES NO
IF YES, DATE APP SIGNED _____ **STATE** _____
(Date app signed does not mean date agent contract was signed.)

MGA NAME: _____

MGA NAME: _____

IMO NAME: Mark Finken / Western Marketing
28191

This form is part of contracting and can only be used when selling in an immediate licensing state. Any questions, please call 800-443-8793, ext. 3468 (Regina), ext. 3244 (Janet), ext. 3641 (Erin), ext. 3645 (Robin).

When requesting appointments for IGA's there are 9 different IGA commission schedules for your review and selection.

THE LAFAYETTE LIFE INSURANCE COMPANY

WESTERN MARKETING ASSOCIATES CORP
108 NORTH 2nd STREET
P.O. BOX 385
MISSOURI VALLEY, IA 51555

2500-MGA1



THE LAFAYETTE LIFE INSURANCE COMPANY BUSINESS BACKGROUND SUMMARY

The purpose of this form is to determine whether our products and services are compatible with your sales activities and objectives. Nothing on this form is intended for discriminatory purposes.

Please print or type

PERSONAL

Name (Last, First, Middle)

- CLU
 ChFC

Nickname

Social Security #

Name of Agency/Corporation/Trade Name/DBA: (include any assumed name)

Marital Status <input type="checkbox"/> S <input type="checkbox"/> M	Spouse's Name	Spouse's DOB	No. of Dependents	Driver's License No.	Agent's Date of Birth
Residence Address (Number & Street, City, State & Zip Code)* County: _____				Years at address*	Residence telephone ()
Business Address to be used for UPS/FedEx (Number & Street, City, State & Zip Code) County: _____ (Post Office Box, City, State & Zip Code)				Years at address*	Business telephone ()
				*Former address, if fewer than 5 years. RES: _____ BUS: _____	
FAX Number ()			Mobile Number ()		

LICENSES HELD

List ALL LICENSES CURRENTLY HELD that relate to the sale of insurance and/or financial products (life, health, DI, P&C, NASD, etc.)
[Please enclose copy(ies) of current license(s).]

Kind of License	License number	State	Line(s) of License(s)
INSURANCE RESIDENT:			
INSURANCE NON-RESIDENT			
NASD - SERIES			

PLEASE READ AND ANSWER EACH QUESTION

Yes	No	Question
_____	_____	1. Do you now owe any money to another insurance company or governmental entity or have you ever discontinued selling for another insurance company when you were indebted to the company?
_____	_____	2. Have you been a party to a bankruptcy or receivership proceeding involving your personal or business debts?
_____	_____	3. Have you ever had or are you currently involved in any personal or business tax liens, suits, or judgments?
_____	_____	4. Has any insurance company ever terminated any agency, agent, or broker contract with you for reason other than insufficient sales?
_____	_____	5. Have you ever had charges filed against you by any state insurance department?
_____	_____	6. Has any person ever complained to an insurance company, insurance department, S.E.C., NASD, or other agency about your conduct as an agent?
_____	_____	7. Has your insurance agent's license ever been suspended or revoked or have you ever been denied a license?
_____	_____	8. Have you ever been denied a surety or fidelity bond?
_____	_____	9. Have you ever been convicted of, or pled guilty to, or entered a plea of no contest to, a felony or a misdemeanor?
_____	_____	10. Are you now bonded to handle money belonging to others? With whom? _____
_____	_____	11. Do you have professional liability or errors and omissions insurance? If yes, state insurer's name: _____ Please provide Declarations page. E&O coverage is required.
_____	_____	12. Have you completed LIMRA's Anti-Money Laundering training? If NOT, please enclose a recent certificate of completion from another certifying organization.

If the answer to any of these questions is "YES," list number and please provide dates and send documentation and explanation.

E-Mail Address: _____

WEB Page _____

WESTERN MARKETING ASSOCIATES CORP.
108 NORTH 2nd STREET
P.O. BOX 385
MISSOURI VALLEY, IA 51555

Form 1885IMO

Continued on Reverse Side

1/07

INSURANCE COMPANY OR OTHER AFFILIATIONS

Other Company(ies) & H.O. Location	Date of Contract		Type of Contract
	From	To	

REFERENCES

BUSINESS List people unrelated to you, who know you, your operation, and will be able to verify information regarding your activities during the past 5 years.

NAME	ADDRESS (No. /St./City/State/Zip)	Phone	Occupation/Title/Employer
(1)		()	
(2)		()	

Personal Name of nearest relative not residing with you.

NAME	ADDRESS (No. /St./City/State/Zip)	Phone	Relationship
		()	

Bank List all accounts used personally in insurance business. (Attach additional sheets if necessary)

NAME	ADDRESS (No. /St./City/State/Zip)	Phone	Type of Account/Acct. No.
		()	

MY PROJECTED ANNUALIZED PAID LIFE PREMIUM DURING MY FIRST 12 MONTHS WITH LAFAYETTE LIFE WILL BE AT LEAST:

PERSONAL \$ _____; BUSINESS \$ _____; QUALIFIED \$ _____; TOTAL \$ _____

CORPORATIONS

Does the corporation hold an insurance agent license in all states where it does business? Yes No (Attach copies of all corporate agent licenses)

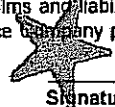
Name _____ Tax ID: _____ State of Incorporation _____
 Street: _____ City: _____ State: _____ Zip Code: _____

CERTIFICATION AND AUTHORIZATION

I certify that the information furnished above is true and complete and that I have not concealed any information. I understand that Lafayette Life will rely on this information in determining whether to offer a contract to me. I understand and agree that Lafayette Life may revoke any contract issued to me if any statement herein is incorrect and/or incomplete. I agree that I will immediately notify the Lafayette Life in writing in the event that I become convicted of, or plead guilty to, or enter a plea of no contest to a felony or misdemeanor subsequent to the date hereof, provided that I have an inforce agency contract with Lafayette Life.

I, the undersigned Applicant, hereby further authorize and request each of my former employers and each of the insurance companies with which I have ever been affiliated, including those listed in this report, to furnish to The Lafayette Life Insurance Company and any affiliated companies any information which such employer or insurance company possesses regarding me, including, but not limited to, all business production reports, compensation, premiums written and my business methods or practices. I release any former employer and/or insurance company from any liability by complying with a request for information pursuant to this authorization.

As part of our routine agency appointment procedure, an investigative consumer report, criminal records check, and state insurance reports may be obtained which will provide applicable information concerning character, general reputation, financial and professional status. This information may be obtained in part through TRW/Hooper Holmes/ Vector One, and personal interviews with your friends, neighbors, and associates. A photocopy of this signed authorization shall be as valid as the original. I understand and agree that Lafayette Life may share the above information and information collected as part of its routine agency appointment procedure with affiliated companies. I hereby release The Lafayette Life Insurance Company, its officers, directors, employees, agents, affiliates, successors and assignees from any and all claims and liability whatsoever arising from the collection, use and/or aforementioned sharing of the information requested by The Lafayette Life Insurance Company pursuant to this authorization.



Signature of Applicant

Date

IMO Please Advise:

- All mail to IMO
- Mail directly to applicant

Michael E. Ford

Signature of IMO

Date

Signature of Sales Vice President-Organizational Marketing

Date

Agent's Responsibilities

CONTRACT, AUTHORITY, AND CONDUCT OF BUSINESS

CONTRACTS AND LICENSES - No Agent is permitted to solicit business until he or she is licensed and contracted with The Lafayette Life Insurance Company (the "Company").

SOLICITATION - In states where required, an agent shall inform the prospective purchaser, prior to commencing a life insurance sales presentation, that he or she is acting as a life insurance agent and inform the prospective purchaser of the full name of the insurance company which the agent is representing to the buyer.

OUT OF STATE MAIL SOLICITATION - Taking applications by mail outside the primary state of license is permitted only when it involves a CURRENT Lafayette Life policyowner for whom the Agent has written prior coverage and who has moved out of the Agent's state life license. A medical examination and Telecom Report will be required for all applications taken by mail. For a nonresident license - contact the Marketing Department.

INTERNET ACCESS AND ELECTRONIC COMMUNICATIONS - You hereby acknowledge and agree that the Company may provide written notices and other communications electronically via e-mail or by posting to the Company website at www.LafayetteLife.com. Additionally, many Company forms are available to agents through the Company's website. Consequently, Agent's must maintain internet access and an e-mail address and immediately provide the Company with their e-mail address and notice of any changes thereto.

AUTHORITY OF AGENTS - Agents of the Company are authorized to solicit applications for insurance on such plans as are offered by the Company, to collect the initial premium on such business for prompt transmission to the Company, and to perform such other duties as the Company may from time to time require.

Agents are not authorized to accept risks of any kind; to make, modify, or discharge contracts; to extend the time for paying any premium; to waive forfeiture; to bind the Company by any statement, promise or representation; or to employ counsel to represent the Company.

MARKET CONDUCT - Agents of the Company shall adhere to the Principles and Code of Ethical

Market Conduct. Consult your Agent's Reference Manual for a complete description of Company's Principles and Code of Life Insurance Ethical Market Conduct.

In the event that you receive any communication primarily expressing a grievance that pertains to a Lafayette Life policy, the Company, your conduct or the conduct of agents while assigned to you, you must immediately report and send copies of such grievance to the Home Office. You will cooperate with any Company investigation of any grievance and promptly provide any documents, explanations or statements requested.

PRIVACY POLICY - Agents of the Company shall comply with the Company's policies and practices concerning the protection of customers' nonpublic personal information (Non Public Information) as defined in Title V of the Gramm-Leach-Bliley Act ("GLB"). Agents agree that they will use or disclose Non Public Information that they receive from or on behalf of the Company only for the purpose for which the Non Public Information was disclosed or as otherwise permitted under applicable federal or state laws or regulations. Agents shall maintain physical, electronic and procedural safeguards to protect Non Public Information. For additional information on the Company's GLB privacy policies contact the PRIVACY OFFICIAL, at The Lafayette Life Insurance Company, P.O. Box 7007, Lafayette, Indiana 47903.

POLICY DELIVERY - Agents may deliver policies only during the life and good health of the proposed Insured unless settlement of full initial premium has been made at the time of application and policy issued as applied for. Policies should always be delivered in person within 60 days from the date the policy was mailed from the Home Office.

ADVERTISING - Agents may not publish anything concerning the policies or business of this or any other Company, or to issue circulars of any kind, unless the proposed matter has been submitted to, approved and authorized by the Company in writing. All advertising and sales materials must be prepared by and/or approved by the Company. The Company's name may not be placed on any document in a manner suggesting

that the Company is the author, unless the document has been approved in its final form by the Company.

REBATING - In most states rebating is illegal and a violation of the rebating laws. Violations will subject the offender to serious penalties. The Company does not authorize or permit any agent to pay or allow, or offer to pay or allow, directly and indirectly, a rebate of any premium, or to grant any special favor or valuable consideration on any policy of insurance, either to the Proposed Insured for such policy or to any other person.

EXPENSES - The agent is not authorized to incur any expense on behalf of the Company or of any agent to which it is assigned, or to draw drafts on the Company.

CWA LIMITS - The Underwriting Department will accept cash with applications for face amounts up through \$1,000,000 (base plan plus term rider) for ages 0-70. Current insurance in force with the Company will be considered in determining the CWA limit for new business applications. Cash (check or money order) will not be accepted with application if the amount of insurance (including term rider and previous insurance) exceeds \$1,000,000 or if applicant is age 71 or over. The Conditional Receipt may not be detached from these applications. All premium checks for the policy (including the check for the initial premium) should be made payable to The Lafayette Life Insurance Company and should not be made payable to the Agent.

CONDITIONAL RECEIPT - Maximum limits are \$250,000 through age 70. California and Pennsylvania Field Associates must and all Field Associates are urged to bring the printed limits of liability to the attention of their applicants.

REPLACEMENT - The Company is interested in the sale of new insurance but not at the expense of existing insurance.

PREMIUM REMITTANCE - Initial premiums collected on delivery must be sent to the Home Office immediately. Normally, only an owner's check is acceptable for any premium payment. A money order or Cashier's Check may be used when necessary. Agent or Agency checks will not be accepted.

This summary highlights some of your key responsibilities as a Lafayette Life Agent. Consult your contract and Agent's Reference Manual for a more complete description of your responsibilities and Company rules. For purpose of this form, the term "Agent" includes the term General Agents, Agents, Independent Marketing Organizations, Marketing General Agents, Independent General Agents, and all other agents appointed by the Company.

I have read, understand and will comply with the above Responsibilities and all others set forth in my contract.

Applicant Signature
AR



Date: _____



Marketing Department
765-477-7411
800-443-8793
765-477-3235 - Mktg. Fax
www.lafayettelife.com

AUTHORIZATION FOR ELECTRONIC FUNDS TRANSFER

AGENT NUMBER _____ DATE _____

WRITTEN SIGNATURE  _____

I HEREBY AUTHORIZE LLIC TO: () START () STOP
Depositing my commission checks in my checking account, and to be effective in such time and such manner as to afford LLIC and Financial Institution a reasonable opportunity to act upon it.

BANK NAME _____

CITY _____ STATE _____ ZIP CODE _____

ACCOUNT NO. () CHECKING _____ (ATTACH BLANK SAMPLE VOID CHECK)

() MY COMMISSION CHECKS ARE NOW BEING DEPOSITED. CHANGE MY BANK, CHECKING ACCOUNT NUMBER AS SHOWN ABOVE.

It is agreed that The LLIC is relieved of any further liability for such payments or for the application of the funds after they have been transferred in accordance with this authorization.

The financial institution referred to above shall incur no liability for the application of funds after deposit to my account, other than normal banking liabilities. Because of the continual fluctuation in exchange rates, this needs to be in a US Bank.

In the event that an entry is incorrectly initiated to my account, I also authorize The LLIC to initiate a reversing entry.

This authorization may be discontinued by my written request or upon termination.

**SEND AUTHORIZATION FORM AND VOIDED BLANK CHECK
TO: AGENT'S ACCOUNTS DEPT.**

MARKETING GENERAL AGENT AGREEMENT

The Lafayette Life Insurance Company ("we", "us", "our" or the "Company") and Marketing General Agent ("you", "your", or "yours") enter into this Agreement at Lafayette, Indiana, effective as of the date set forth below.

I. Appointment, Authority and Relationship

(a) **Appointment.** We hereby appoint you to act as our agent, subject to the provisions of this Agreement. You are authorized to solicit applications for insurance and annuities sold by us; to service policies issued by us; to recruit, and to recommend for appointment by the Company, other persons or entities to solicit, after being properly licensed, insurance and annuity business sold by us (any such persons or entities appointed by the Company are referred to herein as agents); and to train and supervise such agents.

(b) **Territory.** You may operate within any territory where you are duly licensed, but no territory is exclusively assigned to you.

(c) **Relationship with Company.** You are an independent contractor. You shall be free to exercise your own independent judgment as to the time, place and persons from whom you may solicit applications for insurance and annuities, and the time, place and manner of recruiting prospective agents to solicit applications for insurance and annuities and of supervising the agents appointed and assigned by us to you. We shall have no direction or control over your time or physical activities. Nothing contained herein shall be construed as creating the relationship of employer and employee between you and us for any purpose, including federal tax purposes. You shall be responsible for and pay any and all expenses incurred in conducting business under the terms of this Agreement. You are not eligible to participate in any fringe benefit programs sponsored by us.

(d) **Assignment of Agents.** If an agent recommended by you for appointment by the Company is approved and appointed by us, such agent shall be assigned to you. Your recommendation shall be reflected by your signature on the agent's agreement between us and the agent. We may also assign other agents to you, with your consent. You shall train and supervise agents assigned to you, according to our methods, to solicit insurance and annuities in the territory where you and they are duly licensed.

No agent may represent us until appointed by us. We reserve the right to refuse to appoint any proposed agent or to terminate any agent that we have appointed. By mutual agreement between you and us, we will discontinue the assignment of an agent to you. After agreement, we will provide written notice to the agent. We reserve the right to discontinue the assignment of an agent to you at our discretion, and if exercised we will provide written notice to you and the agent. When assignment of an agent is discontinued, you shall not be entitled to compensation on policies issued on applications submitted by the agent after the assignment is discontinued, nor shall you be responsible for the subsequent acts of the agent. We will restrict the transfer of any agent assigned to you to another Independent Marketing Organization, Marketing General Agent or other agent according to Company guidelines then in effect.

Our relationship with agents shall be set forth in written contracts between the Company and the respective agents, and shall not become effective until we sign a written contract with the agent and the agent is properly licensed. You shall have no authority to modify or amend any such contracts or agreements. We may refuse to contract any proposed agent. You shall be responsible to us for any debit balances of agents assigned to you which are not paid at the time the agent's contract is terminated. Any contractual arrangements you may have with any agent you recruit and train shall not be binding on us.

(e) **Responsibility.** You agree to abide by the terms and conditions of this Agreement and by any written rules covering the conduct of our business and any practices of the Company. You agree not to recruit agents in a manner inconsistent with our rules and practices. You agree to ensure that you and your employees and all agents assigned to you who are involved in the selling and solicitation process will be licensed, appointed and contracted by us, and trained in accordance with the Company's rules and standards of market conduct. You agree to be familiar with and understand, and to ensure that all agents assigned to you will be familiar with and understand, the terms and conditions of the life insurance policies and annuity contracts sold by us and the supporting marketing literature made available by us in connection with any of the life insurance policies and annuity contracts which you or agents assigned to you sell. Our rules are found in this Agreement, our Agents' Reference Manual, or our published field bulletins. You agree to abide by all applicable local, state and federal laws, regulations and guidelines in conducting business under this Agreement. You hereby undertake and accept full responsibility and liability for the prompt and

full payment of sums which may be or become due to agents appointed by or assigned to you except with respect to such amounts as we have specifically agreed to pay to the agent in accordance with the Agent's agreement with us. You undertake and agree to indemnify and hold us harmless against any loss of whatever kind or nature arising out of any claim made by any of said agents for compensation over and above that which is specifically agreed upon in such Agent's agreement with us.

You shall at all times conduct yourself, and see that those agents assigned to you and your employees conduct themselves, so as not to adversely affect the business reputation or good standing of either yourself or us.

You shall be responsible to us for the acts of you or your employees and shall indemnify and hold us harmless from any and all expenses, costs, causes of action and/or damages (including attorney's fees) whether by judgment, settlement or otherwise, resulting from or growing out of any fault or unauthorized act by you or any of them.

II. Marketing General Agent Compensation

(a) Compensation. When the term "compensation" is used in this Agreement, it means the commissions, service fees and asset based compensation, of any kind, described in (b) below. Your full compensation will be the commissions, service fees and asset based compensation provided for in the Agreement. There shall be no additional compensation or reimbursement to you for services performed or expenses incurred. All compensation shall be subject to the provisions of this Agreement.

(b) Commissions, Service Fees, and Asset Based Compensation.

(i) Commissions and Service Fees. After this Agreement becomes effective, we shall pay you the commissions and service fees at the percentages set forth in the Marketing General Agent Agreement Schedule of Compensation attached hereto (the "MGA Schedule of Compensation"), subject to the terms hereof. Those commissions and service fees shall be based upon premiums paid on policies produced by you or produced by an agent while assigned to you, while this Agreement is in effect. The commissions or service fees to be paid to you shall be reduced by the commissions or service fees due or payable, if any, to any Marketing General Agent, Independent General Agent or other agent on such premiums.

Commissions and service fees apply only to those policies of life insurance and annuity contracts listed in the MGA Schedule of Compensation attached hereto and as published from time to time by the Company, and as specified therein. Commissions and service fees may not apply to all policies listed. Commissions and service fees are paid only on paid premiums on policies delivered.

(ii) Asset Based Compensation. While this Agreement is in effect, we shall pay you asset based compensation at the percentages set forth in the MGA Schedule of Compensation, subject to the terms hereof. Asset based compensation shall be based upon the net accumulated policy value of policies produced by you while this Agreement is in effect or produced by an agent while assigned to you while this Agreement is in effect, solely for the products identified in the MGA Schedule of Compensation that have asset based compensation payable thereon. For each policy upon which asset based compensation is payable, asset based compensation commences as described in the MGA Schedule of Compensation, and is payable annually thereafter while such policy is in force and while this Agreement is in effect. Notwithstanding any term in the Agreement to the contrary and solely with respect to the annuity products identified in the MGA Schedule of Compensation that have asset based compensation payable thereon, asset based compensation shall be based upon and paid as a percentage of the net accumulated policy value less any premium credited to such policy value within the 12 months immediately preceding the applicable policy anniversary upon which the asset based compensation calculation is made of those policies produced by you while this Agreement is in effect, or produced by an agent while assigned to you while this Agreement is in effect. Asset based compensation to be paid to you shall be reduced by the asset based compensation due or payable, if any, to any Marketing General Agent, Independent General Agent or other agent pertaining to such policy. Please see the MGA Schedule of Compensation for further details.

(c) Provisions Relating to Compensation. You shall have no authority to collect premiums other than the initial premium, which should be in the form of a check payable to us. Any check collected shall be immediately remitted to us. Any commissions or service fees to which you may be entitled shall be paid to you only after

issuance and delivery of the policy or contract, after the due date of the premium, on premiums paid, and after any other outstanding requirements are met. No commissions or service fees will be payable on account of waived premiums, interest collected, or premiums refunded for any reason, and you shall refund to us any compensation paid on account of any such premium or interest. Commissions and service fees on premiums paid in advance will not be payable until the regular due date of such premium. Commissions and service fees on extra premiums, conversions, exchanges, replacements and other special situations not provided for herein will be governed by our rules and practices in effect at that time. Asset based compensation in special situations not provided for herein will be governed by our rules and practices in effect at that time.

(d) Special Rules for Commission and Service Fees on Universal Life Products; Additional Rules for Commissions and Service Fees on all types of Policies.

a. Commission on Increases in Specified Amount. Specified Amount is stated in a universal life policy. It is the amount of insurance provided by the basic policy on the primary insured's life and it may be increased as provided in the policy. An increase in Specified Amount means an increase in the amount of insurance on the life of the primary insured, but not a spouse or child, covered in a universal life policy. When an increase in Specified Amount occurs on a universal life policy produced by you or produced by an agent while assigned to you and if you are receiving commissions or service fees on the policy when the increase occurs, you will earn a single lump sum commission on the amount of the increase.

The commission will be the total of (i) multiplied by (ii), multiplied by (iii):

(i) the appropriate commission percentage from the Chart of Compensation for Universal Life Specified Amount Increases; multiplied by:

(ii) the target premium per \$1,000 of increase, excluding the quantity discount factor, at the attained age at the time of the increase; multiplied by:

(iii) the number of \$1,000s of increase in Specified Amount.

b. Commission on Increases or Additions in Optional Benefits. When an increase occurs in the amount of insurance provided by any Optional Benefit, or when an Optional Benefit is added while you are receiving commissions or service fees on the policy, you will receive an additional commission. Such commission will be the appropriate percentage of the increase in the amount of the target premiums and excess premiums for the benefit, or the monthly deduction for the Waiver of Monthly Deduction Rider (which is listed in the Chart of Compensation for Waiver of Monthly Deduction Rider attached to this Agreement) during the first twelve months following the increase or the addition of an Optional Benefit so long as this Agreement remains in effect.

c. Commissions and Service Fees on Optional Benefits. We will pay commissions and service fees to you on a universal life policy produced by you which contains an Optional Benefit either upon issue or when an Optional Benefit is later added to a universal life policy you produced. Commissions and service fees for an Optional Benefit other than a Waiver of Monthly Deduction Rider are based upon the target premiums and excess premiums paid for such benefit. Commissions and service fees on the cost of insurance deductions for Waiver of Monthly Deduction Riders will be paid at monthly deduction time in the percentages shown in the Chart of Compensation for Waiver of Monthly Deduction Rider on a Universal Life Policy, attached to this Agreement. You will receive a commission on each Optional Benefit contained in a policy you produced and a commission on each Optional Benefit contained in a policy produced by an agent while assigned to you.

Except as provided in paragraph b. above, commissions begin only when an Optional Benefit is added to such universal life policy during the first ten policy years, and they will cease at the end of the tenth policy year. Beginning with the eleventh policy year, we will pay corresponding service fees to you for such Optional Benefits so long as this Agreement remains in effect.

d. Reduction for Amounts Paid to Other Agents. Any commissions or service fees to be paid to you shall be reduced by the commissions or service fees due or payable to any Marketing General Agent, Independent General Agent or other agent pertaining to such business.

(e) Additional Rules for Commissions and Service Fees on All Types of Policies.

a. Service Fees. Service fees will be paid only while you or an agent assigned to you is actively servicing the policies and while this Agreement remains in effect.

b. New Products. We shall determine the percentage of commissions, service fees and asset based compensation payable on all new policies, riders or other products we issue after the effective date of this

Agreement. We shall publish the commissions, service fees and asset based compensation, if any, payable when any policy, rider or product is made available for solicitation.

c. **Group Insurance.** Compensation on group insurance policies shall be specified by separate contract between you and us.

d. **Reinstatement of Lapsed Policy.** We shall determine and publish the percentages of commissions and services fees payable on any lapsed policy which is reinstated by an you or by an agent while assigned to you, on which neither of you is the original producing agent. You shall not be entitled to commissions, service fees or asset based compensation earned on a lapsed policy originally produced by you or by an agent while assigned to you, which is reinstated by another agent.

e. **Substandard and/or Special Class Policies; Group Conversions.** We shall determine and publish the percentages of commissions and service fees payable on substandard and/or special class policies and group conversions.

f. **Waiver of Premiums or Monthly Deductions.** No commissions or service fees not already paid and earned will be paid on any policy or Optional Benefits sold as riders during a period when premium payments or monthly deductions are being waived on account of disability, or for any other reason.

g. **Internal Replacement.** We have published rules concerning compensation to be paid on a policy which replaces an existing policy of ours. We reserve the right to change, modify or revoke the internal replacement rules at our discretion in the future. Policies produced by you or by an agent while assigned to you, which become replacing policies of existing policies previously issued by us, will not earn compensation as provided in this Agreement. You will be paid the compensation, if any, provided in our published internal replacement rules which are then in existence.

Without limitation, we reserve the right to determine compensation when an application for a policy is procured which, in our sole judgment, is to take the place of a pre-existing policy or a policy terminated within two years prior to the issuance of the new policy or one year after the issuance of the new policy. Such compensation shall be determined by us at the time of issuance of the new policy, or at the time of the subsequent lapse or surrender of the pre-existing policy.

When a policy becomes a replacing policy, after we have already paid compensation to you on such policy, compensation paid on such policy in excess of the compensation provided for in our internal replacement rules shall become your debt to us and shall be collectible as provided in this Agreement.

h. **Reduced Commission on Guaranteed Issue Life Insurance.** We have published rules for issuing life insurance without individual underwriting of the life insurance risk. We reserve the right to change, modify or revoke the guaranteed issue rules at our discretion in the future.

We may agree to issue certain policies under the guaranteed issue rules on applications solicited by you or by an agent while assigned to you. You acknowledge and agree that if we issue any amounts of life insurance under the guaranteed issue rules, we shall reduce the first year commission percentage on premiums paid on life policies other than universal life, and the target commission percentage on the Target Premiums paid on universal life policies. Such reduced commission percentages are set forth in the Schedule of Compensation. We reserve the right to change the reduced commission percentage at our discretion in the future. Such change will be effective on applications submitted after notice to you of the change.

III. Persistency

At all times while this Agreement is in force, you shall maintain a 36 Month Current Persistency or partial period persistency, based upon our published formula, when less than 36 months production is available, of not less than 75%.

IV. Change Or Termination

(a) **Changes.** We may at any time and from time to time:

- (1) Change or modify this Agreement,
- (2) Prescribe, modify and publish written rules covering the conduct of our business,
- (3) Modify or amend any policy form,
- (4) Fix minimum and maximum limits on the amount for which any policy form may be issued,

- (5) Modify or alter the conditions or terms under which any policy forms may be sold or regulate their sale in any way,
- (6) Discontinue or withdraw any policy from any state, without prejudice to continue such form elsewhere, or
- (7) Cease doing business in any state.

We shall have the right at any time and from time to time to increase or decrease the rate of first policy year and renewal commissions and other compensation on any or all of the policy forms then being issued by us whether or not listed in this Agreement. Any such change shall apply only to policies which shall be issued on or after the effective date of the change.

(b) Voluntary Termination. Either of the parties hereto may terminate this Agreement, without cause, by mailing to the other party at their last known address a notice of termination at least thirty (30) days prior to such termination date. Notice shall be deemed received on the date it is mailed to your last known business address.

(c) Automatic Termination. This Agreement terminates automatically:

- (1) Upon your death,
- (2) Upon revocation, termination or non-renewal of your agent's or broker's license(s),
- (3) If you are a partnership, upon the death of any partner or any change in the partners composing the firm, or dissolution of the partnership for any reason,
- (4) If you are a corporation, upon the dissolution of the corporation or disqualification of the corporation to do business under applicable state laws, or
- (5) Upon your filing a petition for bankruptcy or one being filed for you or your being adjudged bankrupt or by your executing a general assignment for the benefit of creditors.

(d) Termination For Cause. We may terminate this Agreement for cause by mailing notice of such termination to you at your last known business address and that termination shall be effective upon mailing. Cause for termination shall be:

- (1) Violation of any of the terms of this Agreement ,
- (2) Violation of any insurance laws or regulations, or state or federal criminal law,
- (3) Inducing or attempting to induce one of our policyholders to relinquish or replace our policy, in violation of our published rules on external replacement,
- (4) Any interference with the collection of renewal premiums,
- (5) Misappropriation or commingling of our funds, or
- (6) Engaging in a fraudulent act or misrepresenting policy benefits or premiums.

If this Agreement is terminated for cause, no further compensation of any kind shall be payable to you after termination.

(e) Effect Of Termination Of Agreement. Termination of this Agreement shall not impair any right or remedy we may have against you under this Agreement or any previous contracts between you and us. Termination of this Agreement shall not obligate us to terminate any contractual relationship with any of the agents assigned to you on the date of termination. In the event of termination of this Agreement, you acknowledge and agree that we may assign any agents that were assigned to you on the date of termination to another agent, subject to your rights to vested compensation, if any, on policies produced by agents while assigned to you, while this Agreement was in effect.

(f) Use of Our Materials After Termination. Immediately after termination of this Agreement, you shall stop using any advertising, stationery, circulars or software bearing our name or logo, describing our policies or referring to your connection with us. You shall also stop using our Agent's Reference Manual, applications, printed forms, licenses, records and supplies.

(g) Compensation After Termination; Vesting of Commissions.

(1) After Termination. After termination of this Agreement, we will vest and continue to pay first year commissions and all renewal commissions in policy years 2-10 to you on premiums paid, in accordance with the other provisions of this Agreement, subject to the following limitations:

- a. No further payments will be made after the total of all compensation paid in any previous calendar year falls below \$300.

- b. No compensation will be payable if we terminate this Agreement **For Cause**.
- c. If this Agreement is terminated and compensation would otherwise be payable, but you engage in any of the activities listed in 3, 4, 5 or 6 of Section IV(d) either before or at any time after termination, then all rights to the payment of any further compensation shall be forfeited. Our rights under this provision shall continue after termination of this Agreement.

No service fees or asset based compensation will be payable after termination of this Agreement. No compensation will be paid to you on any business submitted by agents after the termination of this Agreement.

(h) Compensation After Death or Dissolution.

(1) After Death. If you are an individual and if you die at a time when compensation is payable under this Agreement, we shall continue to pay the following items of compensation after your death, but only as long as the total of such compensation payable in any one calendar year is not less than \$300:

- a. commissions which accrued but were not paid before your death;
- b. commissions which accrue after your death;
- c. service fees which accrued but were not paid before your death; and
- d. asset based compensation which accrued but was not paid before your death.

Such compensation shall be paid to your surviving spouse, and at the death of the surviving spouse, the spouse's estate. If you leave no surviving spouse, then such compensation shall be paid to your estate.

(2) Dissolution. If you are a corporation or partnership and in the event of your voluntary or involuntary dissolution, any sums from time to time payable by us under this Agreement shall be paid to the person or persons to whom you have validly assigned your rights prior to your dissolution. However, we shall not be required to divide sums payable under this Agreement among more than two assignees, nor shall our obligation to pay sums otherwise due under this Agreement continue as to any assignee after any calendar year in which the aggregate amount paid to the assignee was less than Three Hundred Dollars (\$300.00). Payment to your assignee or assignees shall fully relieve us from any further liability whatsoever for the sums so paid. In the absence of a valid assignment, we shall accumulate and hold any such sums without interest, until such time as entitlement to those sums is agreed upon in writing by all interested parties, or is duly established by the final order or decree of a court having jurisdiction of all interested parties. In the event of any controversy or conflicting claims to any such sums, we shall be entitled to recover, from the funds so held or from the claimants to those funds, all of our expenses, including attorney's fees, reasonably incurred in protecting our interests and in ascertaining who is legally entitled to such sums.

V. General Provisions

(a) Indebtedness. Any debt you owe us (or agents assigned to you owe us), including without limitation any advance, loan, annualization of compensation or extension of credit from us to you (or to agents assigned to you), shall constitute a general indebtedness of yours to us. The entire indebtedness, as shown in our ledger accounts, may be deemed due and payable at any time. Such debts shall bear interest after demand at the rates specified by us from time to time in the Agents' Reference Manual, but not to exceed the maximum non-usurious rate permitted by law. If it becomes necessary for us, in our sole judgment, to employ outside counsel to collect any such debts, you shall be responsible for all attorney's fees, costs and expenses which we incur. We shall have the right to deduct from and set-off against any compensation or other amounts payable under this Agreement or any other contracts between you and us, amounts necessary to pay or partially pay any debt to us now due or later becoming due from you. We shall also have a first lien on compensation or other amounts payable to you by us, to secure repayment of any such debt. Our set-off and lien rights shall continue after termination of this Agreement.

(b) Waiver. Our forbearance or failure to exercise any rights hereunder or insist upon strict compliance herewith shall not constitute a waiver of any right, condition or obligation of you under this Agreement.

(c) Rights of Rejection and Settlement. Specifically, without limitation, we shall have the right to reject applications for insurance or annuities without specifying cause. We shall also have the right to determine, in our sole discretion, that a policy which has been issued should be rescinded and/or canceled and that the premiums paid for the policy be refunded. In such event, any compensation paid or credited to you, with respect to such policy,

shall become your debt to us. Other rights and obligations of ours can be found in our Agents' Reference Manual or our published field bulletins.

(d) Limitation of Authority. Your authority shall extend no further than as is stated in this Agreement. You shall not:

- (1) Make, alter, modify, waive or change any questions, statement or answer on any application for an Agent's agreement, the agreement itself or any application for insurance, the terms of any receipt given thereon, or the terms of any policy or contract;
- (2) Extend or waive any provision of any policy or contract or the time for payment of premiums;
- (3) Deliver any policy unless the applicant therefore is at the time in good health and insurable;
- (4) Incur any debts or liability for or against us;
- (5) Receive any money for us except as herein stated or as you may be specifically authorized in writing; or
- (6) Personally pay or advance any premium on any policy other than your own.

(e) Assignment. Neither this Agreement nor any of the benefits to accrue hereunder shall be assigned or transferred, either in whole or in part without our prior written consent.

(f) Rebating. You shall not, under any circumstances whatsoever, pay or allow any rebate of premiums or commissions in any manner, directly or indirectly, nor shall you accept business from or pay any commissions to:

- (1) An agent whose name does not duly and rightfully appear on the application; or
- (2) Any person not a licensed representative of us.

(g) Partnerships. When you are a partnership, any reference made to you as an individual shall be deemed to mean the partners, both jointly and severally, as applicable.

(h) Legal Papers. If any paper is served upon you in connection with any legal proceeding which actually or potentially may involve us, then you shall transmit the same to our General Counsel at our Home Office by certified mail within 24 hours after receipt. Any failure on your part to comply with this provision which causes loss or expense to us shall be reimbursed by you to us upon demand.

(i) Litigation. The Company may in its discretion settle any claim of applicants, policyholders or others against the Company in connection with any lawsuit in which the Company is named as a result of any fault or unauthorized action or statement by you, any agent assigned to you, or by any of your employees.

(j) Notice. Written notice to us shall be delivered personally or mailed postage pre-paid, addressed to the President or to a Marketing Vice President at our Home Office, 1905 Teal Road, P.O. Box 7007, Lafayette, IN 47903-7007. Written notice to you shall be delivered personally or mailed postage pre-paid to you at your last known business address according to our records. However, where specifically provided in this Agreement, we may give you notice by publication in our Agents' Reference Manual or our field bulletins. If notice is given by publication, it will be deemed to have been given whenever published by us.

Notwithstanding any term or condition to the contrary, any written notice to you may be transmitted electronically, either (a) via e-mail to you at your last known e-mail address on the Company's records, or (b) via publication electronically by posting to the Company's website at www.LafayetteLife.com, either as a Special Bulletin, or as otherwise part of the Agent Reference Manual applicable to you, or as an electronic record specifically referencing that it is a notice to agents. All notices under (a) shall be deemed given on the date of the electronic mailing. All notices under (b) shall be deemed given on the date of the electronic posting to the Company website.

(k) Entire Agreement.

1. Entire and Sole Agreement. This Agreement, which includes the attachments, our Agents' Reference Manual and our published field bulletins represents the entire understanding between you and us. Any and all prior representations, statements or agreements between you and us, whether oral or written, are merged into this Agreement.

2. Amendment. This Agreement may be amended only by us, in writing, effective upon notice to you.

GLOSSARY OF TERMS

The following terms, as used in this Agreement, shall have the meanings described below:

a. **"Premiums paid"** means premiums that are paid in cash and received by us.

b. **"Policy produced by you"** means the policy issue upon an application, executed by the applicant, which you solicited, completed and signed as agent.

c. **"Policy produced by an agent while assigned to you"** means the policy we issue upon an application, executed by the applicant, which was solicited, completed and signed by an agent while assigned to you.

d. **"First year commission percentage"** means the percentage of the first policy year premiums paid on policies other than universal life policies, produced by you or produced by an agent while assigned to you. For universal life policies produced by you or produced by an agent while assigned to you, it means the percentage of paid Target Premium.

e. **"Renewal commission percentage"** means the percentage of premiums paid in the second through the tenth policy years on policies other than annuities and other policies that do not have renewal commissions payable thereon (for annuities, it means the percentage of premiums paid in policy years after policy year one), produced by you or produced by an agent while assigned to you.

f. **"Target Premium"** for universal life policies means the appropriate quantity discount factor, if any, plus that amount of premium calculated by applying the appropriate premium rate per thousand dollars shown for the kind of universal life policy or rider being issued for the primary insured's age times the number of thousands of dollars of specified amount stated in the policy or rider. Target Premium is taken from the initial premium payments received on a universal life policy or rider until the amount of accumulated payments equals the Target Premium. Target Premium is paid only once for each policy or rider.

Target premium rates per \$1,000 for each of the various universal life policies and riders listed in the Schedule of Compensation are contained in our most recently issued rate cards.

g. **"Excess premiums"** for universal life policies or riders means all amounts of money received by us during the first policy year as premiums on a universal life policy or rider after an amount equal to the Target Premium for such policy or rider has been paid.

h. **"Target commission percentage"** for universal life policies or riders means the percentage of the Target Premium paid during the first policy year on universal life policies or riders, produced by you or produced by an agent while assigned to you.

i. **"Excess commission percentage"** for universal life policies or riders means the percentage of the Excess Premiums paid during the first policy year on universal life policies or riders, produced by you or produced by an agent while assigned to you.

j. **"Service fee percentage"** means the percentage of premiums paid in the eleventh policy year and thereafter on policies other than annuities and other policies that do not have service fees payable thereon, produced by you or produced by an agent while assigned to you.

k. **"Optional Benefit"** means Spouse Insurance or a Spouse Insurance Rider, a Children's Insurance Rider, a Waiver of Monthly Deduction Rider, a Waiver of Premium Disability Benefit Rider, an Accidental Death Benefit Rider, an Additional Protection Rider, a Single Premium Paid-Up Additions Rider, a Flexible Premium Paid-Up Additions Rider, a Single Premium Life Rider, a Level Premium Paid-Up Additions Rider, a Guaranteed Increase Option Rider, a Guaranteed Purchase Option Rider, a Term Rider, a 10-Year Renewable Term Rider, a Term Insurance Rider on the primary insured or other insured, a Survivor Purchase Option Rider, or a Payor Benefit Rider, and all new riders developed after the effective date of this Agreement.

l. **"36 Month Current Persistency"** means the composite monthly persistency for the immediately preceding 36 calendar months for you and for agents while assigned to you, which we compute according to our published rules. Your 36 Month Current Persistency is contained in a monthly report we send to you.

Marketing General Agent Agreement: Schedule of Compensation

	Policy Year										
	First Policy Year Commission	Renewal Commissions									Service Fees
	1	2	3	4	5	6	7	8	9	10	11 & after
Other Whole Life Plans											
Protector Simplified Issue Series (WSI)											
WSI Level Pay (Issue Ages 80 and below)	100	8.4	7	7	7	7	7	7	7	7	0
WSI Level Pay (Issue Ages 81-85)	77	8.4	7	7	7	7	7	7	7	7	0
WSI 10 Pay	57	5.5	5.25	5.25	5.25	5.25	5.25	5.25	5.25	5.25	0
WSI 5 Pay	33	8.4	4.5	4.5	4.5	0	0	0	0	0	0
WSI Single Pay (Issue Ages 30-70)	12	0	0	0	0	0	0	0	0	0	0
WSI Single Pay (Issue Ages 71-75)	11	0	0	0	0	0	0	0	0	0	0
WSI Single Pay (Issue Ages 76-80)	10	0	0	0	0	0	0	0	0	0	0
WSI Single Pay (Issue Ages 81-85)	9.5	0	0	0	0	0	0	0	0	0	0
Protector - Graded Benefit	77	4.2	4.2	4.2	4.2	4.2	4.2	4.2	4.2	4.2	0

The compensation to be paid to you under this Schedule pertaining to any insurance product will be reduced by any compensation due or payable to any Marketing General Agent, Independent General Agent or other agent pertaining to such insurance product.

Marketing General Agent Agreement: Schedule of Compensation^(A)
Expressed as a percentage of Premiums Paid

	Policy Year										
	First Policy Year Commission	Renewal Commissions									Service Fees
	1	2	3	4	5	6	7	8	9	10	11 & after
Whole Life Plans											
Patriot 100 & Contender 100	105	10	10	6	6	6	6	6	6	6	2
Patriot 100 & Contender 100 Guaranteed issue	94.5	10	10	6	6	6	6	6	6	6	2
Heritage	100	10	10	6	6	6	6	6	6	6	2
Heritage Guaranteed issue	90	10	10	6	6	6	6	6	6	6	2
Sentinel	57	6	6	6	6	6	6	6	6	6	2
Sentinel Guaranteed issue	46	6	6	6	6	6	6	6	6	6	2
Liberty	5.7	0	0	0	0	0	0	0	0	0	0
PUA Riders											
Single	2	0	0	0	0	0	0	0	0	0	0
Level	2	2	2	2	2	2	2	2	2	2	2
Flexible	2	2	2	2	2	2	2	2	2	2	2
Term Plans											
The One & 10YT-92	60	5	5	5	5	5	5	5	5	5	3
10 TR-05	60	3	3	3	3	3	3	3	3	3	0
Elite Series	10 Yr.	60	3	3	3	3	3	3	3	3	1.5
	15 & 20 Yr.	70	3	3	3	3	3	3	3	3	1.5
	30 Yr.	80	3	3	3	3	3	3	3	3	1.5
TR-05 Rider	60	5	5	5	5	5	5	5	5	5	3

The compensation to be paid to you under this Schedule pertaining to any insurance product will be reduced by any compensation due or payable to any Marketing General Agent, Independent General Agent or other agent pertaining to such insurance product.

Marketing General Agent Agreement: Schedule of Compensation

Universal Life Policies and Riders											
For Universal Life plans, the percentages in Policy Year 1 are expressed as a percentage of paid Target Premiums (the "Target commission percentage"). For Policy Year 1, the commission percentage for paid Excess Premiums is 1.5% for the Century 2000 & Marquis UL and 3% for the Vanguard and ULtimate (the "Excess commission percentage"). For policy years after Policy Year 1, the commission percentage is expressed as a percentage of Premiums paid. For Universal Life specified amount increases, please refer to the below chart. First Policy Year commission percentages are reduced by 10% for all guaranteed issue universal life insurance policies.											
	Policy Year										
	First Policy Year Commissions	Renewal Commissions									Service Fees
	1	2	3	4	5	6	7	8	9	10	11 & after
Century 2000 ^(b)	104	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5
Marquis UL	104	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5
Vanguard	104	3	3	3	3	3	3	3	3	3	3
Ultimate	104	3	3	3	3	3	3	3	3	3	3

**Asset Based Compensation for Century 2000 and Marquis UL^(c)
Expressed in Basis Points (bp)**

	Policy Year (End)										
	1	2	3	4	5	6	7	8	9	10	11 & after
Century 2000 and Marquis UL	0	0	12 bp	12 bp	12 bp	12 bp	12 bp	12 bp	12 bp	12 bp	12 bp

**Chart of Compensation for Universal Life Specified Amount Increases
(Expressed as a Percentage of Target Premium at the Attained Age at the time of the Increase)**

Century 2000	104
Marquis UL	104
Vanguard	104
ULtimate	104

**Chart of Compensation for Waiver of Monthly Deduction Rider on a Universal Life Policy
(Expressed as a Percentage of Monthly Cost of Insurance)**

	Policy Year										
	1	2	3	4	5	6	7	8	9	10	11 & after
Century 2000	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5
Marquis UL	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5
Vanguard	3	3	3	3	3	3	3	3	3	3	3
ULtimate	3	3	3	3	3	3	3	3	3	3	3

The compensation to be paid to you under this Schedule pertaining to any insurance product will be reduced by any compensation due or payable to any Marketing General Agent, Independent General Agent or other agent pertaining to such insurance product.

**Marketing General Agent Agreement: Schedule of Compensation
Expressed as a percentage of Premiums Paid**

	Policy Year											
	First Policy Year Commission	Renewal Commissions										
	1	2	3	4	5	6	7	8	9	10	11 & after	
Annuities⁽¹⁾												
Marquis Flex 1	1.05	0	0	0	0	0	0	0	0	0	0	0
Group Marquis Flex	4.75	3.25	3.25	3.25	3.25	2.25	1.25	0.7	0	0	0	0
Marquis Flex 5 (Issue Ages below 70)	4.75	3.25	2.75	1.25	0.7	0	0	0	0	0	0	0
Marquis Advant-Edge 5 (Issue Ages below 70)	4.75	3.25	2.75	1.25	0.7	0	0	0	0	0	0	0
Horizon 0 (Issue Ages below 70)	4.75	3.25	2.75	1.25	0.7	0	0	0	0	0	0	0
Horizon 1 (Issue Ages below 70)	4.75	3.25	2.75	1.25	0.7	0	0	0	0	0	0	0
Horizon G (Issue Ages below 70)	4.75	3.25	2.75	1.25	0.7	0	0	0	0	0	0	0
Marquis Flex 5 (Issues Ages 70 and above)	3.75	3.25	2.75	1.25	0.7	0	0	0	0	0	0	0
Marquis Advant-Edge 5 (Issues Ages 70 and above)	3.75	3.25	2.75	1.25	0.7	0	0	0	0	0	0	0
Horizon 0 (Issue Ages 70 and above)	3.75	3.25	2.75	1.25	0.7	0	0	0	0	0	0	0
Horizon 1 (Issue Ages 70 and above)	3.75	3.25	2.75	1.25	0.7	0	0	0	0	0	0	0
Horizon G (Issue Ages 70 and above)	3.75	3.25	2.75	1.25	0.7	0	0	0	0	0	0	0
Marquis Flex 10 (Issue Ages below 70)	5.75	4.25	4.25	3.75	3.75	3.75	3.25	2.25	1.25	0.7	0	0
Marquis Advant-Edge 10 (Issue Ages below 70)	5.75	4.25	4.25	3.75	3.75	3.75	3.25	2.25	1.25	0.7	0	0
Marquis Flex 10 (Issue Ages 70 and above)	4.75	4.25	4.25	3.75	3.75	3.75	3.25	2.25	1.25	0.7	0	0
Marquis Advant-Edge 10 (Issue Ages 70 and above)	4.75	4.25	4.25	3.75	3.75	3.75	3.25	2.25	1.25	0.7	0	0
Horizon S (Issue Ages below 70)	4.75	0	0	0	0	0	0	0	0	0	0	0
Horizon S (Issue Ages 70 and above)	3.75	0	0	0	0	0	0	0	0	0	0	0
SPIA Life Income (Issue Ages Below 70)	3.1 ⁽¹⁾	0	0	0	0	0	0	0	0	0	0	0
SPIA Life Income (Issue Ages Above 69)	2.1 ⁽¹⁾	0	0	0	0	0	0	0	0	0	0	0
SPIA Installment Income (3-4 Years)	1.6 ⁽¹⁾	0	0	0	0	0	0	0	0	0	0	0
SPIA Installment Income (5-7 Years)	2.6 ⁽¹⁾	0	0	0	0	0	0	0	0	0	0	0
SPIA Installment Income (8 Years & Longer)	3.1 ⁽¹⁾	0	0	0	0	0	0	0	0	0	0	0
Marquis Centennial 3 (Issue Ages below 76)	2.25	1.25	0.7	0	0	0	0	0	0	0	0	0
Marquis Centennial 3 (Issue Ages 76 and above)	1.25	1.25	0.7	0	0	0	0	0	0	0	0	0
Marquis Centennial 5 (Issue Ages below 76)	4.25	3.25	2.25	1.25	0.7	0	0	0	0	0	0	0
Marquis Centennial 5 (Issue Ages 76 and above)	3.5	2.25	2.25	1.25	0.7	0	0	0	0	0	0	0
Marquis Centennial 7 (Issue Ages 70 and below)	6.25	5.25	4.25	3.25	2.25	1.25	0.7	0	0	0	0	0
Marquis Centennial 7 (Issue Ages 71-80)	5.25	4.25	4.25	3.25	2.25	1.25	0.7	0	0	0	0	0
Marquis Centennial 7 (Issue Ages 81 and above)	4.25	3.25	3.25	3	2.25	1.25	0.7	0	0	0	0	0
Marquis Centennial 10 (Issue Ages 70 and below)	8.5	7.5	6.5	5.5	4.5	3.5	2.5	1.75	1.5	0.7	0	0
Marquis Centennial 10 (Issue Ages 71-80)	7.5	6.5	6.5	5.5	4.5	3.5	2.5	1.75	1.5	0.7	0	0
Marquis Centennial 10 (Issue Ages 81 and above)	5.5	4.5	4.5	3.5	3.5	2.5	2.5	1.75	1.5	0.7	0	0

The compensation to be paid to you under this Schedule pertaining to any insurance product will be reduced by any compensation due or payable to any Marketing General Agent, Independent General Agent or other agent pertaining to such insurance product.

Asset Based Compensation for Annuities^(E)
Expressed in Basis Points (bp)

	Policy Anniversary										
	1	2	3	4	5	6	7	8	9	10	11 & after
Marquis Flex 10	0	0	0	0	7 bp	7 bp	7 bp	7 bp	7 bp	7 bp	15 bp
Marquis Flex 5	0	0	0	0	15 bp	15 bp	15 bp	15 bp	15 bp	15 bp	15 bp
Marquis Advant-Edge 10 ^(F)	0	0	0	0	7 bp	7 bp	7 bp	7 bp	7 bp	7 bp	15 bp
Marquis Advant-Edge 5 ^(G)	0	0	0	0	15 bp	15 bp	15 bp	15 bp	15 bp	15 bp	15 bp
Group Marquis Flex	0	0	0	0	15 bp	15 bp	15 bp	15 bp	15 bp	15 bp	15 bp
Horizon 0	0	0	0	0	15 bp	15 bp	15 bp	15 bp	15 bp	15 bp	15 bp
Horizon 1	0	0	0	0	15 bp	15 bp	15 bp	15 bp	15 bp	15 bp	15 bp
Horizon S	0	0	0	0	15 bp	15 bp	15 bp	15 bp	15 bp	15 bp	15 bp
Marquis Flex 1	0	60 bp	60 bp	60 bp	60 bp	60 bp	60 bp	60 bp	60 bp	60 bp	60 bp
Marquis Centennial 3	0	0	0	15 bp	15 bp	15 bp	15 bp	15 bp	15 bp	15 bp	15 bp
Marquis Centennial 5	0	0	0	0	0	15 bp	15 bp	15 bp	15 bp	15 bp	15 bp
Marquis Centennial 7	0	0	0	0	0	0	0	15 bp	15 bp	15 bp	15 bp
Marquis Centennial 10	0	0	0	0	0	0	0	0	0	0	15 bp

The compensation to be paid to you under this Schedule pertaining to any insurance product will be reduced by any compensation due or payable to any Marketing General Agent, Independent General Agent or other agent pertaining to such insurance product.

^(A)Except as noted otherwise in this Agreement, commissions and service fees on premiums for Optional Benefits sold as riders will be calculated using the same percentages of such premiums as the commissions and service fees for the policy to which the rider is attached.

No commissions or service fees are paid on dividends used to purchase paid-up insurance.
Policy fees are noncommissionable for the Elite Term Series and Whole Life Plans.

^(B)With respect to any Century 2000 policy produced by you or produced by an agent while assigned to you, if any portion of the policy value attributable to excess premiums are returned to the owner of the Century 2000 policy within the 24 month period immediately following the receipt and crediting of such excess premium payment(s) by the Company, for any reason including without limitation by reason of withdrawal or surrender, 50% of the compensation previously paid to you as a result of such excess premium(s) will be reversed and charged back, and such compensation previously paid or credited to you as the result of such excess premium(s) shall become your debt to us. This right shall be in addition to our other rights contained in this Agreement.

^(C)For Century 2000 and Marquis UL policies produced by you while this Agreement is in effect or produced by an agent while assigned to you while this Agreement is in effect, asset based compensation is based upon the net accumulated policy value as of the end of the policy year listed, subject to the terms and conditions of this Agreement. For purposes of calculating percentages, 100 basis points equals 1%.

^(D)The Marquis Flex 1 refers to the Marquis Flex plan that has a withdrawal charge period of 1 year.
The Marquis Flex 5 refers to the Marquis Flex plan that has a withdrawal charge period of 5 years.
The Marquis Flex 10 refers to the Marquis Flex plan that has a withdrawal charge period of 10 years.

^(E)For the annuity policies identified in the Chart of Asset Based Compensation for Annuities that are produced by you while this Agreement is in effect or produced by an agent while assigned to you while this Agreement is in effect, asset based compensation is payable annually starting at the policy anniversary for a policy as listed in the Chart of Asset Based Compensation for Annuities and is payable on each policy anniversary thereafter while the policy is in force and while this Agreement is in effect. Asset Based Compensation is calculated as of the date of the applicable policy anniversary. For calculation purposes, 100 basis points equals 1%.

^(F)Notwithstanding any term to the contrary regarding the calculation of asset based compensation, with respect to any Marquis Advant-Edge 10 policy produced by you while this Agreement is in effect or produced by an agent while assigned to you while this Agreement is in effect, any asset based compensation pertaining to the 10th policy anniversary is payable on the 10th policy anniversary plus 60 days (the "10th Policy Anniversary ABC Calculation Date"). Any asset based compensation payable on the 10th Policy Anniversary ABC Calculation Date shall be based upon and paid as a percentage of the difference of the net accumulated policy value calculated as of the 10th Policy Anniversary ABC Calculation Date less any premium credited to such policy value within the 12 months immediately preceding the 10th Policy Anniversary ABC Calculation Date.

^(G)Notwithstanding any term to the contrary regarding the calculation of asset based compensation, with respect to any Marquis Advant-Edge 5 policy that is produced by you while this Agreement is in effect or produced by an agent while assigned to you while this Agreement is in effect, any asset based compensation pertaining to the 5th policy anniversary is payable on the 5th policy anniversary plus 60 days (the "5th Policy Anniversary ABC Calculation Date"). Any asset based compensation payable on the 5th Policy Anniversary ABC Calculation Date shall be based upon and paid as a percentage of the difference of the net accumulated policy value calculated as of the 5th Policy Anniversary ABC Calculation Date less any premium credited to such policy value within the 12 months immediately preceding the 5th Policy Anniversary ABC Calculation Date.

^(H)The Commission percentages on Single Premium Immediate Annuities will be reduced by 50 basis points for all premiums in excess of \$1 million.



Guidelines for Commission Annualization for IMOs, MGAs and IGAs

- a). Satisfactory Credit Report. The Credit report should not indicate any of the following: bankruptcy in last 3 years, outstanding collection accounts in past 36 months.
- b). No active Vector Reports.
- c). Acceptable Business Background Summary.
- d). Proof of Satisfactory Persistency from prior primary company. The minimum satisfactory persistency is 90% at 13 months; 90% at 24 months; 85% at 36 months.
- e). Once approved, total debit balance not to exceed \$12,500 for IGAs & MGAs and \$50,000 for IMOs. The minimum satisfactory persistency, with Lafayette Life, is 90% at 13 months; 90% at 24 months; 85% at 36 months.
- f). Annualized Commissions terminated for any producer with an uncollateralized debit balance exceeding \$2500.
- g). Immediate Uncollateralized Debit Balance Repayment ,if uncollateralized debit balance exceeds \$2500 for an IGA, MGA or IMO.



Application for Annualized Commissions

Please print your name: _____

Required Documentation.

- 1). Current Persistency Reports from prior primary company.
- 2). Production records for last full calendar year.

Companies Represented

Company	Contract Type	Total First Year Commission*	Current Debit Balance
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

*At end of last full calendar year

Persistency Measurement with Prior Company

Name of Company: _____

Persistency Rate: _____ or Lapse Rate: _____

Basis of calculation: (Premium, Volume, # of Policies) _____

of Months used in exposure for persistency calculation: _____

Statement of Understanding

I understand that I must produce a minimum of \$6,250 paid annualized premium each calendar quarter and my 36 month persistency must be at 85% or above to remain on annualization. I acknowledge that The Lafayette Life Insurance Company may obtain information, as authorized by me in the Certification and Authorization Section of the Business Background Summary, to evaluate my request for Annualized Commissions. I agree to immediately repay any debit balances if requested by The Lafayette Life Insurance Company.

Signature of Independent General Agent

Date

Approval of Marketing General Agent

Date

Approval of Independent Marketing Organization

Date

Home Office Approval

Date

**COMMISSION ADVANCE
SUPPLEMENT TO MARKETING
GENERAL AGENT AGREEMENT**

THE LAFAYETTE LIFE INSURANCE COMPANY (“we”, “us” or “our”), and _____, Marketing General Agent (“you” or “your”), enter into this Supplement, together with _____, Independent Marketing Organization (“IMO”), and if assigned to another Marketing General Agent, also with _____ (“MGA”), at Lafayette, Indiana effective as of the date set forth below. This Supplement is a supplement to and amends the Marketing General Agent Agreement dated _____, yr _____, between you and us (“Agent’s Contract”).

1. Amount and Payment of Advance. We agree to make an advance payment to you, against your commissions to be earned on eligible policies and riders (defined below), an amount equal to 75% of the total anticipated first policy year commissions (for whole life and term policies and riders) and 75% of the total anticipated target commissions (for universal life policies and riders), which would be earned by you under your Agent’s Contract, assuming the anticipated first year annual premium (defined below) will be paid (for whole life and term policies and riders) or assuming the anticipated target premium will be paid (for universal life policies and riders). Any advance payment to you pertaining to whole life and term policies and riders that are eligible policies and riders shall be based upon the first year annual premium for such policies and riders. However, the advance payment for payroll deduction and list bill payment frequencies will be equal to 50% of the total anticipated first policy year and target commissions. The advance payment will be made when you place in force an eligible policy or rider which you have solicited, or when an agent assigned to you places in force an eligible policy or rider which the agent has solicited. An eligible policy or rider is placed in force by you when you solicit an application upon which we issue the eligible policy or rider, which the applicant accepts and pays the full initial premium to us. An eligible policy or rider is placed in force by an agent assigned to you when that agent solicits an application upon which we issue the eligible policy or rider, which the applicant accepts and pays the full initial premium to us.

2. Eligible Policies and Riders. Policies and riders eligible for advance payments are all whole life policies, universal life policies, term policies, and all other riders except the paid-up additions riders, on which the premium payment frequency and manner is other than annual. Commission on policies and riders on which the premium payment frequency and manner is annual will be paid as earned. Likewise, commissions on annuities and on single premium policies and riders will be paid as earned.

3. First Policy Year Commissions on Eligible Policies and Riders. Notwithstanding any term to the contrary, for eligible policies and riders upon which you receive an advance payment of commissions pursuant hereto, the first policy year commissions that we shall pay you on such eligible policies and riders shall be calculated as a percentage of paid first year annual premium (for whole life and term policies and riders) and paid target premium (for universal life policies

and riders), and not as a percentage of premiums paid. "First year annual premium" for whole life and term policies and riders means the appropriate quantity discount factor, if any, plus that amount of premium calculated by applying the appropriate premium rate per thousand dollars shown for the kind of whole life or term policies being issued for the primary insured's age times the number of thousands of dollars of face amount stated in the policy or rider. First year annual premium is paid only once for each policy or rider. First year annual premium rates per \$1,000 for each of the various whole life and term policies and riders listed in the Schedule of Compensation are contained in our most recently issued rate cards.

You hereby acknowledge and agree that the total amount of first policy year commissions on eligible policies and riders that are whole life and term policies and riders upon which you receive an advance payment of commissions pursuant hereto shall be less than the total amount of first policy year commissions that you would have earned on such policies and riders if such eligible policies and riders did not have any first policy year commissions advanced pursuant hereto but such commissions were paid as earned.

4. Further Conditions on Advance Payments. Advance payments are subject to the following conditions:

i. An advance payment shall be made only in connection with a bona fide eligible policy or rider for which not less than the full initial premium has been paid by the policyowner and remitted to us.

ii. The maximum dollar amount of any advance payment on any eligible policy or rider shall be \$1,000. The minimum advance payment on any eligible policy or rider shall be \$25. If the advance payment would be less than \$25, no advance payment will be made, and commissions payable on such policy or rider will be paid as earned, as long as there is no uncollateralized debt (hereafter defined).

iii. An advance payment shall be made only in connection with one eligible policy or rider per insured. No advance payments will be made on subsequent policies or riders on the life of that insured issued within the next 12 months.

iv. No advance payment shall be made on any eligible policy or rider on your own life or on the lives of members of your immediate family residing in the same household as you.

5. Your Representations to Us. By remitting to us the full initial premium, whether with the application or upon delivery of the eligible policy or rider, you represent to us that: (1) the application was bona fide; (2) the entire initial premium was paid in cash by the applicant; and (3) in "C.O.D." cases, the eligible policy or rider was delivered to and unqualifiedly accepted by the insured or owner, unless you notify us of non-delivery within 30 days after receipt of the policy or rider for delivery.

6. Premium Remittance. Neither you or agents assigned to you shall advance or pay all or any part of the premium on any policy or rider, nor shall you or an agent assigned to you accept or retain commissions advanced hereunder on policies or riders which were not delivered and unqualifiedly accepted. Violation of such prohibitions shall be additional causes for immediate termination of your Agent's Contract upon

written notice to you, with no further compensation payable. In such case, we shall also have the right to take such other legal action as is appropriate under the circumstances.

7. Creation and Repayment of Debt. Each advance payment shall be a debt to us secured by all compensation and other amounts payable to you under your Agent's Contract. Commissions which are earned by you for a particular policy or rider will first be applied toward repayment of the debt created by the advance payment for that particular policy or rider. Commissions in excess of the advance payment for a particular policy or rider, and other amounts payable to you under your Agent's Contract, shall be paid to you as long as each existing debt created by each advance payment to you is a collateralized debt. Collateralized debt means that for a particular policy or rider on which an advance payment is made to you, such policy or rider is in force and each anticipated premium which has become due on such policy or rider has been timely paid.

If any existing debt created by an advance payment to you becomes an uncollateralized debt, all compensation and other amounts payable to you under your Agent's Contract or this Supplement shall first be applied to satisfy the uncollateralized debt. Uncollateralized debt means that for a particular policy or rider on which an advance payment is made to you, the anticipated premium which has become due has not been timely paid, or the policy or rider is no longer in force. No compensation or amounts otherwise payable to you under your Agent's Contract or this Supplement shall be paid to you as long as there is any uncollateralized debt which remains unpaid. However we may, in our sole discretion, release to you from time to time such portion of your compensation as we see fit under the circumstances then existing. After your total uncollateralized debt has been fully satisfied, we shall pay you compensation and other amounts payable under your Agent's Contract, if any.

In the event this Supplement or your Agent's Contract is terminated, all compensation and other amounts payable to you under your Agent's Contract shall first be applied to satisfy your total indebtedness to us. No compensation or other amounts payable to you under your Agent's Contract shall be paid to you until such indebtedness has been fully satisfied. However, in the event this Supplement is terminated but your Agent's Contract remains in effect, we may, in our sole discretion, release to you from time to time such portion of your compensation as we see fit under the circumstances then existing.

8. Management Review. Your continued participation in the commission advance program is at our discretion, and is subject to periodic review by our management. Among other factors, we expect that your 36 Month Current Persistency or your partial period persistency, based upon our published formula, when less than 36 months production is available, will not be less than 85%. We also expect that your total indebtedness to us will not exceed \$12,500. However, satisfying these guidelines will not guarantee your continued participation in the commission advance program.

9. Termination of Advance Payments. You may terminate advance payments on new business at any time by written request to us.

We may terminate advance payments on new business at any time, in our sole discretion, by giving you written notice.

10. Your Indebtedness To Us. You acknowledge that any advance payments made to you under the terms of this Supplement, or under the terms of any other agreement between you and us for advance payment of commissions, do not constitute the payment of a salary, but are strictly advances against commissions earned or to be earned, and constitute your debt to us. Upon termination of the advance payment of commissions or at any time thereafter, when requested by us, you promise to pay us, upon demand, the amount of your then existing debt to us. Upon demand, your debt shall bear interest at the same rates as set forth in your Agent's Contract for debts payable on demand.

Future unearned compensation shall not be anticipated or considered to reduce present, then existing debt. We may also continue to apply all compensation as earned and other amounts payable to you under your Agent's Contract toward liquidation of your debt, while also collecting payments from other assets of yours, until the total amount of your debt is fully satisfied. After your total debt has been fully satisfied, we shall pay you compensation and other amounts payable under your Agent's Contract, if any.

11. Previous Contract. Any existing debt of yours incurred under a similar supplement to a previous agent's contract, and the application by us of compensation and other amounts payable to you under a previous agent's contract to existing and future debt, shall hereafter be governed by this Supplement.

12. Agreements with IMO, Us and You. The IMO acknowledges its consent to this Supplement and confirms its obligation, as guarantor, to us for any debt incurred by you under this Supplement. In furtherance of this obligation, we shall have the following rights, in addition to the rights set forth in the Independent Marketing Organization Agreement with us:

- (a) We may, at our option, take all compensation earned under the Independent Marketing Organization Agreement from or attributable to, directly or indirectly, premiums on policies written by you and apply such monies to reduce the amount of your debt; or
- (b) We may, at our option, take all compensation earned by the IMO from or attributable to, directly or indirectly, premiums on policies written by the IMO, or from or attributable to, directly or indirectly, premiums on policies written by other agents assigned to the IMO, and apply such monies to reduce the amount of your debt.

Whenever the IMO pays any portion of your debt, you shall thereupon become indebted to the IMO for the amount of your debt paid to us by the IMO.

13. Agreements with MGA, Us and You. (Applicable if you are assigned to another Marketing General Agent). The MGA hereby acknowledges its consent to this Supplement and confirms its obligation, as guarantor, to us for any debt incurred by you under this Supplement. In furtherance of this obligation, we shall have the following rights, in addition to the rights set forth in the MGA's Marketing General Agent Agreement with us:

- (a) We may, at our option, take all compensation earned under the MGA's Marketing General Agent Agreement from or attributable to, directly or

indirectly, premiums on policies written by you and apply such monies to reduce the amount of your debt; or

- (b) We may, at our option, take all compensation earned by the MGA from or attributable to, directly or indirectly, premiums on policies written by the MGA, or from or attributable to, directly or indirectly, premiums on policies written by other agents assigned to the MGA, and apply such monies to reduce the amount of your debt.

Whenever the MGA pays any portion of your debt, you shall thereupon become indebted to the MGA for the amount of your debt paid to us by the MGA.

14. Obligation of IMO and MGA. (Applicable if you are assigned to another Marketing General Agent). The IMO and MGA shall be jointly and severally liable for any debt incurred by you.

15. Miscellaneous. Except as amended hereby, all the terms and provisions of the Agent's Contract shall remain in full force and effect. Unless otherwise defined herein, terms used in this Supplement shall be defined as in the Agent's Contract. This Supplement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

This Supplement shall take effect on the effective date shown below after it has been signed by the Company.

You:	THE LAFAYETTE LIFE INSURANCE COMPANY
_____	_____
Marketing General Agent	Vice President
IMO:	
_____	_____
Independent Marketing Organization	Effective Date of Supplement
MGA (If Applicable):	

Marketing General Agent	