



The Baltimore Life[®]
COMPANIES

Agent Contract

This is an Agent Contract between the Agent referred to below (the "Agent", "You" or "Your") and The Baltimore Life Insurance Company (the "Company").

I. AGREEMENT

The Agent agrees to represent the Company, subject to the authority delegated herein, and to abide by the terms of this Contract. The Company agrees to compensate the Agent according to the terms of this Contract and the compensation schedules, attached hereto and made a part hereof. The Agent is an independent contractor, and this Contract does not create an employer/employee relationship between the Company and the Agent, or between any of the Agent's appointed sub-agents.

II. AUTHORITY AND RESPONSIBILITY OF THE AGENT

The Agent is authorized by the Company to perform the following duties. The Agent agrees to perform these duties according to the Company's practices and procedures, which may change from time to time.

- a. Procure and submit to the Company personally and through sub-agents applications for life insurance, health insurance and annuities. Assure that applications are accurately completed and fully disclose to the Company all facts which could affect the Company's decision regarding the issuing of the policy. Ensure that the application is reviewed by the applicant before it is signed by the applicant and that it is signed in your presence or in the presence of sub-agent.
- b. Assure that all sales, marketing and service activities involving the Company or any of the Company's products which are conducted by the Agent and all sub-agents appointed by the Agent strictly adhere to the Company's Market Conduct Training Manual as well as any other communicated rules of the company and incorporated herein by reference to form a part of this contract.
- c. Those policies provided to you for delivery issued on the applications referenced in subparagraph (a) above should be promptly delivered to the policyowner, provided the initial premium has been paid. If, at the time of delivery, the insured is not in the same health and insurable condition as represented in the policy application, the Agent or the Agent's appointed subagent should not deliver the policy but rather should immediately forward to the Company full details including the nature

of the disorder, the date of inception, and the extent of treatment. Policies are not to be delivered unless each person insured by the policy is in the same health and insurable condition as represented in the policy application.

- d. Use best efforts to provide satisfactory service to those policyholders solicited by or assigned to the Agent.
- e. Recommend agents and sub-agents for appointment to act as an agent of the Company. All such appointments must be approved at the sole discretion of the Company. The company may terminate the appointment of any agent or sub-agent recommended by Agent with our without cause and with or without Agent's approval.
- f. Use best efforts to supervise agents and sub-agents and have standards in place so as to reasonably assure that its agents and sub-agents are in conformity with the terms of their contracts including but not limited to the Company's Market Conduct Training Manual.
- g. Be responsible for all money received by the Agent, RGA, agents and sub-agents contracted by the Agent on behalf of the Company.
- h. Be responsible for any and all indebtedness to the Company of the Agent and all agents and sub-agents contracted by the Agent. Agent agrees to reimburse the Company for all costs and expenses incurred in collecting such debt.
- i. Procure and maintain all necessary licenses required for the Agent and all Agent's agents and/or sub-agents to solicit applications for or sell or service any of the Company's policies.
- j. Conform to all applicable laws and regulations governing the solicitation, sale and servicing of life insurance, health insurance and annuities.
- k. Be responsible for all property of the Company lent or leased to the Agent or Agent's sub-agents, and conform to the terms of any loan or lease agreement.
- l. Cooperate at all times with the Company or any of its representatives in any inquiry or investigation as it may relate to the business of the Company, including but not limited to, any within the context of an administrative, regulatory, or judicial proceeding. Agent will

notify the Company promptly upon receipt of any complaint. In accordance with applicable laws and regulations you shall maintain accurate and complete books, records, accounts, correspondence or other data relating to all the business of the Company. The Company shall at all times have the right to inspect any and all books, records, accounts, correspondence, or data in your office or kept by you or any agent so far as the same may relate to the business of the Company, and to make such extracts or copies as it may desire.

III. LIMITS OF THE AGENT'S AUTHORITY

The Agent agrees NOT to perform any acts on behalf of the Company for which the Agent is not authorized, including, but not limited to, the following:

- a. Incur any debt, expense or liability on behalf of the Company.
- b. Modify or waive any of the provisions of the Company's policies, applications, or contracts; or bind the Company in any way.
- c. Misquote or incorrectly illustrate any rates or values for any of the Company's products.
- d. Use any materials, proposals, illustrations, or advertising identified with the Company or any of the Company's products, which have not been previously submitted to the Company for approval and have not received specific written approval from the Company.
- e. Collect any money on behalf of the Company, except for initial premiums on business solicited by the Agent.
- f. Make any representation or state any opinion regarding the validity or payment of any claim.

IV. COMPENSATION

As compensation for services, the Company agrees to pay the Agent according to the "Schedule of Compensation" attached hereto and made a part hereof as follows:

- a. This compensation will be paid only after receipt in the Home Office of premiums. If a premium is refunded for any reason, the Agent must return to the Company any compensation and fees paid on that refunded premium. The "Schedule of Compensation" may be modified, altered or changed by the Company in any way upon notice to the Agent, and will affect business submitted to the Company after the effective date of the change.
- b. Overriding compensation will be paid to the Agent on business produced by the Agent's agents and or sub-agents. The amount of the overriding compensations paid to the Agent is the difference between the compensation in the "Schedule of Compensation" attached to the Agent's Contract and the compensation,

if any, paid by the Company directly to the Agent's agents and sub-agents or owing to the Agent's agents and sub-agents but paid through the Agent. The Agent is responsible for and shall account for and keep records of any compensation earned by its agents or sub-agents which Company pays through the Agent.

- c. Except as otherwise set forth in this Contract, compensation, which is earned under the terms of this Contract and that is set forth in the "Schedule of Compensation," will be deemed vested, but will be forfeited if the Contract is terminated under the provisions of paragraph V., section d and section e., subsections 1. through 7., or if the Agent has not met production requirements at the time of termination as set forth in the "Schedule of Compensation."
- d. The Company may elect to accumulate the Agent's compensation payments until a payment in excess of \$50.00 is due for electronic funds transfer. Amounts not paid by electronic funds transfer will have higher minimums that are established by internal policy. If, in any calendar year, the total compensation due to an Agent no longer appointed with the Company is less than \$400.00, this contract will terminate, all compensation will stop at the end of that calendar year, and the Company shall have no further liability under this Contract.
- e. Any indebtedness of the Agent to the Company, whether resulting from acts of the Agent, acts of the Agent's agents, sub-agents or otherwise, shall be the responsibility of the Agent and will be a lien on all compensation payable to the Agent. The Company may apply any compensation payable to the Agent to offset indebtedness owed to the Company at any time. The Company's right to collect payment of any indebtedness owed by Agent shall not be limited solely to offsetting compensation owed the Agent by Company. The Agent shall remain fully liable for any remaining indebtedness. Any indebtedness which remains outstanding for a period of 60 days after demand by the Company shall bear interest at a rate of 3% above the prime rate listed in the Wall Street Journal. The provisions of this Paragraph shall survive the termination of this Contract.
- f. Subject to paragraphs IV. d. and IV. e. above, upon the death of the Agent, this Contract will be vested if at the time of the Agent's death the production requirements set forth in the Schedule of Compensation have been met.
- g. No compensation will be paid when an existing policy issued by the Company on the same life has terminated within six (6) months of the date of the new application being submitted by

the Agent or the Agent's agents or sub-agents. If an existing policy terminates within six (6) months of the date of the new policy on the same life, the Agent agrees to refund first year premiums on the original policy not to exceed the first year commission on the second policy.

V. TERMINATION

This Contract, together with any riders, supplements and endorsements hereto, shall terminate on the occurrence of any of the following:

- a. Thirty (30) days following the mailing of written notice by either party to the last known address of such other party.
- b. Upon the death of the Agent.
- c. Upon the termination of the Agent's life or health insurance license.
- d. Upon a material breach of any of the terms of this Contract as determined by the Company in its sole and absolute discretion.
- e. Notwithstanding any other provision in this Contract, and whether such events occur prior to or after termination of this Contract, upon the occurrence of any of the events set forth in paragraph V., section e., subsections 1. through 7. The provisions of paragraph V., section e., subsections 1. through 7. shall survive the termination of this Contract.
 1. Upon the commission of any act of fraud, theft or misappropriation of funds, involving the Company, by the Agent.
 2. Submission to the Company of information which the Agent knows to be false.
 3. Failure to disclose to the Company any medical or personal history of any applicant for any of the Company's policies of which the Agent has knowledge.
 4. Inducing any policyholder to terminate any policy with the Company without the prior written approval of the Company.
 5. Upon the Agent pleading guilty or nolo contendere or upon being convicted of a crime involving moral turpitude.
 6. Any action on your part that could reasonably be construed to be defamatory, slanderous, libelous, or materially prejudicial to the Company.
 7. Failure to fully pay outstanding debt owed to the Company within 60 days of such date such debt is incurred.
 8. Upon any act that violates market conduct rules as described in the disciplinary actions section of the Market Conduct Training Manual.

Upon termination of this Contract, you shall immediately pay to the Company all sums due and deliver to the Company all brochures, publications, and other materials connected with the sale of Company products. Upon

termination for cause, you forfeit all rights to future commissions, and the Company reserves the right to retain, reassign, or cancel any of your general agents, agents or subagents without any further obligation to you.

VI. GENERAL PROVISIONS

- a. The Company may reject applications for policies, limit the amount or plan of insurance, or require a higher premium than applied for, if not prohibited by law.
- b. The Company may alter or withdraw existing insurance products, introduce new insurance products, and enter or withdraw from territories, at its sole discretion. The Company shall not be liable to Agent or any of Agent's agents or sub-agents in connection with such actions.
- c. Failure of the Company to promptly enforce non-compliance with the terms of this Contract does not constitute a waiver of such terms. Further, the waiver by the Company of any term or right of enforcement contained in this Contract shall not constitute a waiver of any subsequent breach or right of enforcement.
- d. This Contract supersedes any previous Contracts between the Agent and the Company. It does not release the Agent from financial obligations owed or assumed prior to its effective date.
- e. No modification, amendment, or assignment of this Contract will be valid unless approved in writing by a Vice President or President of the Company.
- f. The Agent shall maintain error and omissions insurance and provide Company evidence of such coverage upon request.
- g. The financial obligations of this Contract shall be binding upon the parties, their heirs, successors and assigns.
- h. You agree to hold harmless, defend (with counsel reasonably acceptable to the Company) and indemnify the Company against any claims, judgments, settlements, costs, expenses or other damages, including attorneys fees, which the Company may suffer or incur as the result of any breach of this Contract or any negligent, fraudulent, or unauthorized act, or error or omission, of you, any of your employees, agents, officers, or sub-agents. The Company shall have exclusive authority to direct the defense and effect any settlement in any action for which the foregoing indemnity may apply. You shall upon demand, pay the Company as a debt due hereunder any sums due to it in accordance with this paragraph, as well as any monies expended by the Company in answering or defending any attachment, garnishment, or other proceedings involving you, your employees, or officers, or any agent or other individual under your direct

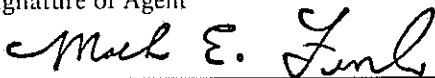
control and supervision. You agree that under no circumstances whatsoever shall the Company be liable to you (or anyone claiming through you) for any lost profits or indirect, incidental, punitive, or consequential damages in connection with this Contract.

- i. This Contract is governed by the Laws of the State of Maryland (without regard to any choice of law provisions) and each party hereto agrees to accept service of process in and to submit to the jurisdiction of the federal or state courts located within the State of Maryland for any matter involving this Contract. In any action, suit or proceeding brought by the Company, you agree not to assert that such action, suit or proceeding is brought in an inconvenient forum or that the venue of the action, suit or proceeding is improper.
- j. The provisions of this Contract shall be deemed severable. In the event any provision in this Contract is determined to be unenforceable or invalid, such provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and such determination shall not affect the validity and enforceability of any other provisions in this Contract.
- k. The Company reserves the right in its sole discretion when settling disputed claims or complaints of a policyholder to refund any premium or premiums paid on a policy or contract produced under this Contract directly by the Agent or by an agent or sub-agent of the Agent. If such a refund is made, other than as part of the benefits provided by the policy or contract, the Agent shall be charged with and/or shall repay to the Company, any compensation paid to Agent or Agent's agents or sub-agents on the premium or premiums so refunded.
- l. You understand and acknowledge that during the term of this Contract you may gain access to certain confidential and proprietary information

relating to the Company and its business and you agree to keep all such information confidential. You agree that any and all "Nonpublic Personal Information" obtained by you on behalf of or from the Company in the performance of your duties and obligations under this Contract shall be used by you only as necessary to fulfill your obligations under this Contract and shall not be disclosed to any other person unless specifically authorized in writing by the Company, or the person who is the subject of the "Nonpublic Personal Information," or as otherwise permitted by law. "Nonpublic Personal Information" has the meaning set forth in section 509 of the Gramm-Leach-Bliley Act (P.L. 106-102) and any federal and state laws and regulations that implement that Act and includes but is not limited to name, address, and financial or health information of a policyholder, insured, applicant, or prospect. You agree to establish physical, electronic, and administrative procedures to protect the security and confidentiality of "Nonpublic Personal Information" in compliance with the Act and any and all federal and state laws and regulations that implement the Act.

- m. You agree that the Company will have at all times, both during and after the termination of this Contract, the right to communicate in any fashion with the persons insured under the policies issued hereunder or the owners of such policies for any purpose.
- n. Notwithstanding any provision of this Contract to the contrary, the termination of this Contract, whether with or without cause, shall be construed as a termination of: (a) your appointment and your authority under Paragraph I of this Contract; (b) your authority under Paragraph II of this Contract; and (c) the Company's obligations under Paragraph IV of this Contract. All other provisions of this Contract shall survive any termination of this Contract.

Signature of Agent



Date

Signature of Appointing Agent/Agency

Date

The Baltimore Life Insurance Company

Date

—NOT EFFECTIVE UNTIL SIGNED BY COMPANY—

THE BALTIMORE LIFE COMPANIES APPOINTMENT REQUEST

I. PERSONAL DATA

Full Name Mr. Mrs. Ms. _____
Last First Middle Jr./Sr. Maiden

Social Security Number _____ Birth Date _____ Birth Place _____

Agency/Corporation Name _____ Corporation Partnership Other

Business Tax Identification Number _____

Administrative (policies, reports, copies of correspondence)	Personal (other correspondence)
Send To _____	Send To _____
Street _____	Street _____
City _____ State _____ Zip _____	City _____ State _____ Zip _____
Phone (____) _____ - _____ Fax (____) _____ - _____	Phone (____) _____ - _____ Fax (____) _____ - _____
Mobile (____) _____ - _____ Email _____	Mobile (____) _____ - _____ Email _____

Compensation and Tax Reporting (commission checks and 1099MISCs, etc.)

Payable To (Payee) _____ Tax Identification Number for This Payee _____
 Street _____ City _____ State _____ Zip _____
 Business Phone (____) _____ - _____ Fax (____) _____ - _____ Email _____

PRESENT PRIMARY COMPANY _____

- 1) Has your insurance license ever been restricted, suspended, or revoked or relinquished or surrendered as part of any investigation or proceeding or have you been subject to any disciplinary action by any regulatory agency? Yes No
 - 2) Have you had an unpaid debit balance with another insurance company? Yes No
 - 3) Have you been terminated by any insurance company for cause or wrongful act? Yes No
 - 4) Have you ever been convicted of, currently charged with, or pleaded "nolo contendere" (*no contest*) to, a misdemeanor involving insurance, investments, taxes, or other financial transactions, or any felony, or are you now under indictment? Yes No
 - 5) Have you ever filed for bankruptcy? Yes No
 - 6) Have you ever been fined, barred or otherwise disciplined by an insurance regulatory authority or any other regulatory authority of any kind? Yes No
 - 7) Are you currently the subject of any investigation, inquiry or proceeding before any insurance or other professional, occupational or vocational licensing or regulatory authority or association? Yes No
 - 8) Within the past five years, have you been involved in any litigation or been the subject of any complaint filed with an insurance department, NASD or other regulatory agency, or do you currently anticipate being the subject of any litigation or complaint? Yes No
- (If you answer "Yes" to any question, please provide details on separate paper.)*

Prior to the appointment or contracting of any agent, Companies require the receipt of employment and credit history from said Agent. Nothing in this authorization restricts Companies from seeking additional information from Agent relating to his/her appointment with Companies.

I authorize Companies to provide the below-described General Agency with all information Companies obtain relating to my application to contract with Companies, including my consumer credit report and/or investigative consumer report.

I certify that all statements of information provided on this Appointment Request form are true and correct. I understand if any of the information is found to be untrue, it will be a basis for my termination.

Certification: I certify that I am not subject to backup withholding under provisions of Section 3406(a)(1)(c) of the Internal Revenue Code. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me). I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends or (c) the IRS has notified me that I am no longer subject to backup withholding. I am a US person (including a US resident alien).

Under penalties of perjury, I certify that the information on this form for the purpose of tax reporting is true, correct and complete.

Signature of Applicant _____ Date _____

General Agencies Authorized to Receive Information _____

II. CURRENT LICENSING DATA

LICENSE NUMBER _____ EXPIRATION DATE _____

TYPE OF LICENSE **INDIVIDUAL** **AGENCY**
 Agent Broker Solicitor Other Corporate Partnership Other
INSURANCE LINES Life Accident & Health Life, Accident & Health

III. LICENSE/APPOINTMENT REQUESTS (NOTE: APPOINTMENT REQUESTS MUST INCLUDE COPIES OF AGENT LICENSES)

Check type of license(s) and insurance line(s) you are requesting:

TYPE OF LICENSE **INDIVIDUAL** **AGENCY**
 Agent Broker Solicitor Other Corporate Partnership Other
INSURANCE LINES Life Accident & Health Life, Accident & Health

States Applying For: (Indicate Resident or Non-Resident Appointment) _____

Authorization and Disclosure Form

The purpose of this form is to authorize The Baltimore Life Insurance Company, their authorized representatives, and the supervisor or agency, as defined below to obtain a "consumer report" or an "investigative report" on the person named below (the proposed Agent) for purposes of evaluating whether that person will be contracted as an Agent with The Baltimore Life Insurance Company and at any time after that person has been contracted as an Agent.

Definitions

1. A "consumer report" and an "investigative report" shall have the same meaning as defined in the Fair Credit Reporting Act.
2. A "supervisor" or "agency" shall mean the entity or person that receives override compensation based on the business written by the Agent, and that is responsible for any indebtedness of the Agent. The supervisor or agency will generally execute, along with the Agent, the agent contract that the person listed below will execute with The Baltimore Life Insurance Company, if the Agent is contracted by The Baltimore Life Insurance Company.
3. "Agent" shall mean any entity or person that seeks to be contracted by The Baltimore Life Insurance Company, without regard to how the entity or person is contracted; i.e., Managing General Agent, General Agent, Agent, Sub-Agent.

I (Name) _____, SS#, _____ hereby authorize The Baltimore Life Insurance Company, and my supervisor (or agency, if applicable) to view, copy, procure, be furnished copies, or be given details of all information in my consumer report and my investigative report. The information in my consumer report will include information by a credit reporting agency bearing on my consumer credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living which will be used for the purpose of establishing my eligibility to be contracted by The Baltimore Life Insurance Company as an Agent and for the purpose of maintaining that contract. The information in my investigative report shall include information on my character, general reputation, personal characteristics, or mode of living obtained through personal interviews with neighbors, friends, associates of me, or others with whom I am acquainted.

A copy of this authorization shall be as valid as the original. I also release The Baltimore Life Insurance Company and any person or organization complying with this authorization from any liability in connection with information furnished pursuant to this authorization.

I UNDERSTAND THIS AUTHORIZATION ALLOWS PROCUREMENT OF A CONSUMER OR INVESTIGATIVE REPORT FOR PURPOSES OF CONTRACTING AS AN AGENT WITH COMPANIES.

Signature: _____

Address: _____

Email: _____

Date: _____

Applicants: Please check here to have a copy of your consumer report sent directly to you at the address listed above.

Direct Deposit Authorization

Instructions

1. Please complete this form and return to the Corporate Disbursement Department with a void check from the account listed below.
2. If you change your bank account, a new form and a void check will be required. You will be paid by check until your account is changed.

Account Name *(As shown on the bank records)*

Social Security Number / Tax I.D. *(Required)*

Email Address

Account Number

Bank Name

Bank Address

City

State

Zip Code

Telephone No.

Bank Transit No.

Home Office Use

Secondary I.D. #

Pre-Note Date

I hereby authorize The Baltimore Life Insurance Company (the Company) to electronically deposit, to the account listed above, amounts to which I may become entitled. If the Company determines that funds were deposited to my account in error, I authorize the bank to return funds to the Company upon request by the Company. Any recourse shall only be against the Company. The Company may discontinue electronic deposits to my account at any time upon written notice to me. I may withdraw or change this authorization at any time by providing written notice to the Company.

(X) _____
Signature (if joint account, joint owner signs below)

_____ *Date*

(X) _____
Joint Owner's Signature (if required)

_____ *Date*

10075 Red Run Boulevard • Owings Mills, Maryland 21117-4871
410.581.6600 • 800.628.5433 • www.baltilife.com

The Baltimore Life Insurance Company
SECURE SOLUTIONS[®]
 Single Premium Whole Life

General Agent Commission Schedule

Commission on First Year Premium for Ages 50 - 80	Commission on First Year Premium for Ages 81 - 85
14.00%	7.00%

General Information:

- Commissions are based on the single premium received.
- Commissions are paid only on premiums actually received by The Baltimore Life Insurance Company (the Company). Commissions paid on premiums which are refunded for any reason will be charged back to the agent.
- All commissions will be charged back in the event of a non-accidental death within the first four (4) months from the policy's issue date. No commissions will be charged back on accidental deaths.
- All commissions will be charged back in the event of a policy lapse or surrender during months 1 through 6 from the policy's issue date. Fifty percent of commissions will be charged back in the event of a policy lapse or surrender during policy months 7 through 12.
- Please note that your appointment may be withdrawn at the discretion of the Company if minimum production requirements are not met.

This Commission Schedule becomes effective upon Home Office approval. The Commission Schedule can be modified or changed in any way at any time by Baltimore Life by sending written notice to the Marketing Organization. The Commission Schedule shall be considered attached to and a part of the Marketing Organization Contract between the Marketing Organization and The Baltimore Life Insurance Company.

Marketing Organization Name <u>Western Marketing Associates Corp / Mark Finken</u>	
Signature _____	Date _____
Baltimore Life Home Office Approval _____	Date _____



The Baltimore Life
 COMPANIES

10075 Red Run Boulevard • Owings Mills, MD 21117-4871