

INNOVATIVE UNDERWRITERS

1700 Market Street, Suite 3232, Philadelphia, PA 19103

215-875-8650 800-4-INSURance Fax 215-875-3594

www.Innovativeunderwriters.com

PROTECTIVE LIFE (Limited Contract)

THIS IS LIMITED CONTRACT ONLY - GOOD FOR CONVERSIONS ONLY

LICENSING KIT

Please Complete, Sign and return the following:

- | | | |
|---|---|-------------|
| 1 | Limited Contract Appointment Form | 1 copy |
| 2 | W-9 Form | 1 copy |
| 3 | Limited Independent Producer Agreement | 1 copy |
| 4 | Assignment of Commissions | 1 copy |
| 5 | Commission Direct Deposit (Optional) | 1 copy |
| 6 | Current E&O Certificate (minimum of \$1,000,000 required) | 1 copy |
| 7 | Copy of State License Personal/Corporate | 1 copy each |

RESTRICTED STATES

Georgia, North Carolina, Pennsylvania, Utah

Are you a Guardian Agent? Yes or No

If yes, who is your Guardian General Agent? _____

Are you an Innovative Agent? Yes or No

Email address _____

Agent Name:	DOB:	SSN:
Agent Office Address:		
Agent Home Address:		Home Phone:
Agent Office Phone:	Fax:	E-Mail Address:
BGA Name: <i>INNOVATIVE UNDERWRITERS, INC</i>		
Appointment requested in the following state(s):		
<div style="text-align: right; margin-bottom: 20px;"> <hr style="width: 80%; margin: 0;"/> Print or Type Agent Name </div> <div style="text-align: right;"> <hr style="width: 80%; margin: 0;"/> <div style="display: flex; justify-content: space-between; width: 80%;"> Signature Date </div> </div>		
State Solicitation Guidelines:		
Solicitation by qualified representatives <i>should not</i> begin and compensation cannot be paid, until appointment approval is received, and/or issued by the following states:		
Georgia North Carolina Pennsylvania Utah		
For all other states, solicitation by qualified representatives may occur <i>prior to appointment</i> .		

LIMITED INDEPENDENT PRODUCER AGREEMENT

THIS SECTION TO BE COMPLETED BY THE HOME OFFICE	
_____ Name (herein referred to as you or your)	_____ Effective Date
_____ Code Number	

1. PURPOSE

This Limited Independent Producer Agreement (Agreement) sets forth the provisions that allow Protective Life Insurance Company (PLICO) to compensate you for business produced from the personal sales of life and other insurance that is exclusively for the conversion of Empire General Life Assurance Corporation policies to PLICO products made available for conversions at the time of conversion.

This Agreement also sets forth other important provisions which include the relationship and activities of the producer to PLICO.

2. AGREEMENT

You agree to represent the Company as an independent contractor in accordance with the terms of this Agreement, the rules of the Company and the laws and regulations of the state(s) in which you operate. You further agree to obtain and maintain any state insurance license or appointment necessary to solicit business on behalf of the Company.

3. APPOINTMENT

You are appointed to represent the Company as an independent contractor in the state(s) in which you maintain the proper license or appointment, and are authorized to generate life and other insurance sales through personal production on behalf of the Company.

4. RELATIONSHIP

You are an independent contractor and nothing in this or any other agreement between you and the Company shall be construed to create the relationship of employee and employer between you and the Company.

As an independent contractor, you are free to operate your business in the manner you deem appropriate and are totally responsible for all expenses incurred in its operation. Further, you will not be treated as an employee for purposes of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act or income tax withholding. The filing and payment of self-employment and income taxes with the Federal and appropriate state governments are your sole responsibility. You agree to comply with the requirements of the federal and appropriate state government(s) with respect to the filing and payment of self-employment and income taxes on any remuneration from the Company.

As an independent contractor, it is contemplated that you may engage in non-life insurance business and represent other insurance companies.

5. COMPENSATION

a. First-Year and Renewal Commissions - Personally Produced Business

The Company agrees to pay you first-year and renewal commissions on business sold by you. Such compensation will be paid in accordance with the applicable Commission Schedule in effect when the business is issued. Unless otherwise specified in the Commission Schedule, commissions are paid only on premiums paid to and actually received by the Company and will be paid in accordance with Company rules and procedures then in effect. The Commission Schedule is subject to change at any time upon notice to you by the Company and will affect business issued on and after the effective date of the change.

b. Vesting - First-Year and Renewal Commission

In the event of the termination of this Agreement other than for cause, the Company agrees to pay you, or in the event of death, your estate, all first-year and renewal commissions payable under this Agreement exclusive of service fees. If you are a corporation, commissions payable under this section shall be paid to you, your successors or assigns.

In the event this Agreement is terminated for cause, no further first-year or renewal commissions shall be payable, and all such payments shall cease immediately.

c. Service Fees

Service fees shall be paid on all business sold by or assigned to you by the Company if you are actively engaged in the servicing of the business and the Company is satisfied with the quality of service being provided. Service fees shall be paid in accordance with the applicable Commission Schedule in effect when the business is issued.

No further service fees shall be paid if this Agreement is terminated or if the Company is not satisfied with the quality of service you are providing. In either event, the Company shall have the right to assign the business to another agent and pay service fees to the agent for the servicing of the business.

d. Refund of Premium

If a premium is refunded for any reason by the Company, you agree to repay any amounts received on that policy, and such amount shall be in "Indebtedness" as that term is defined in Section 8a of this Agreement.

6. LIMITATION OF AUTHORITY

You agree not to perform any acts on behalf of the Company for which you are not authorized, such as:

- a. Accept risks, incur debt or liability, or make contracts;
- b. Waive, alter, modify or change any Company policy, terms, rates or customary requirements;
- c. Endorse checks payable to the Company;
- d. Deliver policies except in accordance with the Company's instructions and during the good health of the proposed insured; or
- e. Accept premiums, except for the limited exception of initial premiums in accordance with Company procedures.

7. TERMINATION

This Agreement may be terminated as follows:

- a. By you or by the Company, with or without cause, upon written notice by either party mailed to the other party at the last known address of such other party. Such termination shall be effective immediately upon mailing if said termination is for cause, or 30 days after mailing if said termination is without cause.

The Company's determination of what constitutes termination "for cause" shall be conclusive between the parties hereto.

- b. Automatically upon your death, disability or retirement of the Agent, or, if you are a corporation, upon dissolution or disqualification of the corporation.

Termination of this Agreement shall automatically terminate any supplements, addenda or amendments made a part of this Agreement.

Upon termination of this Agreement, you agree to return to the Company all supplies and equipment in your possession which are the property of the Company.

8. GENERAL PROVISIONS

- a. Indebtedness

The Company is hereby given a first lien upon any amounts due you, your estate, successors or assigns under this or any other agreement with the Company or its affiliates as security for payment of any indebtedness owed to the Company by you or by your sub-producers, if any. Any such indebtedness shall be considered a personal debt to the Company and the Company shall have the right to collect said indebtedness from you, your estate, successors or assigns. Any commissions, overrides or other amounts advanced or otherwise paid to you before actually earned shall be an indebtedness under this section.

Any indebtedness owed by you to the Company under this Agreement shall become immediately due and payable in full upon written demand by the Company. Interest shall accrue at the rate of 1% per month on any unpaid balance from the date of written demand until the date payment is made in full. If it becomes necessary to take any legal actions to collect any such indebtedness, the Agent agrees to pay all costs of collection plus reasonable attorneys' fees.

- b. Indemnification

You agree to indemnify and hold the Company harmless from any and all expenses, costs, causes of action and damages resulting from or arising out of your unauthorized acts or transactions.

- c. Advertising

You agree not to conduct any advertising whatsoever, involving the Company, its names or products, without the prior written approval of the Company.

d. Collection of Initial Premium Payments

You agree to remit any monies collected by you on behalf of the Company promptly to the Company.

e. Prior Agreements

This Agreement supersedes any and all previous agreements between you and the Company. Any superseded agreement under which commissions and overrides are payable to you shall be considered as continuing in force solely for the purpose of such payments. This Agreement does not release you from obligations which are owed by you to the Company under any prior agreement. 110

f. Waiver

Failure of the Company to insist upon strict compliance with any provision of this Agreement or rule of the Company shall not constitute a waiver of the provision or rule.

g. Modification, Amendment and Assignment

No modification, amendment or assignment of this Agreement shall be valid unless in writing by a Vice President of the Company.

h. Alabama Law Governs

It is mutually agreed that all questions and issues relating to the validity of or performance under this Agreement shall be governed by the laws of the State of Alabama.

9. COMMUNICATION

You agree for Protective Life to provide you with any information that Protective Life would send by ordinary mail, may also be sent via any electronic means as long as you remain currently appointed with Protective Life.

10. ARBITRATION

If any dispute or disagreement shall arise in connection with any interpretation of this agreement, its performance or nonperformance, or the figures and calculations used, the parties shall make every effort to meet and settle their disputes in good faith informally. If the parties cannot agree on a written settlement within ninety (90) days after it arises, or within a longer period agreed upon by the parties, then the matter in controversy shall be settled by arbitration, in accordance with the rules of the American Arbitration Association, and judgement upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The place of any arbitration shall be Birmingham, Alabama.

Your signature below indicates your agreement to read and follow Protective's guidelines and the ACLI Market Conduct Principles. I further agree to follow the guidelines outlined in the Ethical Market Conduct Guidelines which are included on the contract packet.

1. To conduct business according to high standards of honesty and fairness and to render that service to its customers which, in the same circumstances, it would apply to or demand for itself.
2. To provide competent and customer-focused sales and service.
3. To engage in active and fair competition.
4. To provide advertising and sales materials that are clear as to purpose and honest and fair as to content.
5. To provide for fair and expeditious handling of customer complaints and disputes.
6. To maintain a system of supervision and review that is reasonably designed to achieve compliance with these Principles of Ethical Market Conduct.

Print or Type Name of Independent Producer

Signature

INNOVATIVE INSURANCE, INC
Print or Type Name of Brokerage General Agent

Marcus J. ...
Authorized Signature

PROTECTIVE LIFE INSURANCE COMPANY

By: _____
Signature

TITLE: VICE PRESIDENT

Form W-9

Taxpayer Identification Number Request

To: _____ Account Number: _____

Please complete the following information. We are required by law to obtain this information from you when making a reportable payment to you. If you do not provide us with this information, your payments may be subject to 30.5% federal income tax backup withholding. Also, if you do not provide us with this information, you may be subject to a \$50 penalty imposed by the Internal Revenue Service under section 6723.

Federal law on backup withholding preempts any state or local law remedies, such as any right to a mechanic's lien. If you do not furnish a valid TIN, or if you are subject to backup withholding, the payor is required to withhold 30.5% of its payment to you. Backup withholding is not a failure to pay you. It is an advance tax payment. You should report all backup withholding as a credit for taxes paid on your federal income tax return.

Instructions: Complete Part 1 by completing the row of boxes that corresponds to your tax status. Complete Part 2 if you are exempt from Form 1099 reporting. Complete Part 3 to sign and date the form, and return it to us in the enclosed envelope.

Part 1 Tax Status: (complete one row of boxes)

Individuals:

Individual Name:	Individual Social Security Number:
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Sole Proprietor: A sole proprietorship may have a *doing business as* trade name, but the legal name is the name of the business owner.

Business Owner's Name:	Business or Trade Number:	Business or Trade Name:
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Partnership: A partnership may have a *doing business as* trade name and/or a name based on the names of the partners.

Name of Partnership:	Partnership Employer Identification No.	Partnership's Name on IRS records:
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A corporation may use an abbreviated name or its initials, but its legal name is the name on the articles of incorporation.

Corporation, exempt charity, or other entity:

Name of Corporation or Entity:	Employer Identification Number:
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Part 2 Exemption: If exempt from Form 1099 reporting, check here: _____ and circle your qualifying exemption reason below

1. Corporation
2. Tax Exempt Charity under 501(a), or IRA [501C3]
3. The United States or any of its agencies or instrumentalities
4. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions
5. A foreign government or any of its political subdivisions

Part 3 Certification: I am a U.S. person (including a U.S. resident alien).

Person completing this form: _____

Signature: _____ Title: _____

Date: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: (_____) _____

ASSIGNMENT OF COMMISSIONS

For good and valuable consideration, the undersigned _____ (Assignor) hereby sells, assigns, transfers, sets over and delivers to _____ (Assignee), whose address is _____ all his right, title and interest in and to all commission payments of any kind now due or to become due him under the terms dated _____, 20 _____, under Agent Code Number, _____ entered into by and between himself and PROTECTIVE LIFE INSURANCE COMPANY, Birmingham, Alabama, and all supplements, amendments and additions thereto.

Assignor hereby expressly authorizes and instructs PROTECTIVE LIFE INSURANCE COMPANY to pay to the Assignee said commissions monthly as they accrue. Payment of said commissions to the Assignee shall discharge PROTECTIVE LIFE INSURANCE COMPANY from all liability to the Assignor for the payment of such commissions to the same extent as if payment thereof had been made directly to the Assignor.

It is expressly understood and agreed that this assignment is subject to the rights of PROTECTIVE LIFE INSURANCE COMPANY, whether under the terms of the above indicated agreement or otherwise, to deduct from said commissions due the Assignor any and all indebtedness now due or which may become due PROTECTIVE LIFE INSURANCE COMPANY from the Assignor, and is also subject to any prior assignment of interest in the commissions herein assigned.

IN WITNESS WHEREOF, the Assignor has hereunder set his hand and seal this _____ day of _____, 20 _____.

Witness

Assignor

Corporate Assignor

By: _____

Title: _____

NOTE: Earnings on commissions will be reported to the IRS for the party (Assignor) who signed the contract on which commissions are being paid. A notation will be made on the 1099 form indicating that the commissions were assigned.

Filed in the Home Office of PROTECTIVE LIFE INSURANCE COMPANY, Birmingham, Alabama, this _____ day of _____, 20 _____.

PROTECTIVE LIFE INSURANCE COMPANY assumes no responsibility for the validity or legality of the foregoing assignment.
PROTECTIVE LIFE INSURANCE COMPANY

By: _____

Title: _____

INSTRUCTIONS FOR COMPLETING FORMS
ASSIGNMENT OF COMMISSIONS

- 1. The contract which is to be assigned should be noted in the space provided. Separate forms must be completed for each contract and Agent Code Number to be assigned.
- 2. The forms must be signed by the party who holds the contract for which commissions are to be assigned. (If the Contract is in the name of a corporation or partnership, the signature of an Officer or Partner is required.)
- 3. No Assignment shall become effective until recorded by the Home Office.

Protective Life & Annuity Insurance Company
AGENT'S APPOINTMENT REQUEST & AGREEMENT OF CONDITIONS

Protective Life & Annuity Insurance Company, (herein referred to as Company) is hereby requested to make application to the Department of Insurance of the State of New York for the issuance of a life insurance agent's license and/or appointment authorizing _____ (herein referred to as Agent) to solicit applications on behalf of the Company.

I hereby agree that your consent to the issuance of such license and/or appointment is subject to, and I hereby agree to be bound by, each and all of the following conditions:

I shall be an Agent # _____ assigned to the jurisdiction of _____
(Agent or Agency)

The Company has no obligation to me for commissions, expense allowances or any form of compensation whatsoever in connection with the services performed and expenses incurred by me in the solicitation of applications for insurance issued by the Company. I will receive no security benefits, prizes or awards from the Company, nor will be eligible to qualify for attendance at Company-sponsored agent conventions, conferences or business meetings based on the amount of business I produce. It is expressly understood that I am under direct contract with my General Agent who has personally agreed to compensate me for such services.

Earnings on commissions will be reported to the IRS for the Agency who signed the Independent Agent's Agreement on which commissions are being paid.

I have no employment contract with the Company, and I am not, and I shall refrain from holding myself out as an employee, partner, joint venturer, or associate of the Company.

I shall comply with the rules, regulations and rate books of the Company, the laws of the states I am licensed in, and the regulations of the Department of Insurance relating to my activities in the solicitation of insurance.

I shall not alter, modify, waive or change any of the terms, rates or conditions of any advertisements, receipts, policies or contracts of the Company in any respect.

I shall promptly remit to the Company any and all monies or securities received by me on behalf of the Company as full or partial payment of first year or renewal premiums, or any other item whatsoever.

I shall not obligate the Company nor incur expense on its behalf in any manner whatsoever.

I have not been convicted of a criminal felony involving dishonesty or a breach of trust. I shall inform the Company immediately if I am charged with or convicted of such an offense.

The Company may without liability to me whatsoever, upon request of my General Agent, or upon its own initiative, cancel my appointment at any time.

The foregoing applicant is hereby recommended for appointment as an Agent assigned to my agency, subject to the terms of my Independent Agent's Agreement with the Company and this request.

Agency Principal Signature

This Agreement, when executed, will become effective on _____, _____

The parties have executed this Agreement this _____ day _____, _____

Agent Signature

Mark S. Rush, Vice President Marketing
Protective Life & Annuity Insurance Company

**IN ORDER TO RECEIVE
COMMISSIONS
WEEKLY YOU WILL
HAVE TO BE SET UP
FOR DIRECT DEPOSIT.**

**IF YOU DO NOT WISH
TO HAVE YOUR
COMMISSIONS PAID
VIA DIRECT DEPOSIT
THEN YOU WILL ONLY
BE PAID MONTHLY
(minimum \$100 required
for a check to be issued)**

Commission Direct Deposit Authorization Form

Name (please print): _____

Agent Number: _____

I hereby authorize Protective Life Insurance Company to initiate credit entries and to initiate, if necessary, debit entries as adjustments for any credit entries made in error to my account indicated below and the financial institution named below to credit or debit the same to such account.

Name of Financial Institution _____

Routing Number _____

Account Number (Checking or Savings account only): _____

ALL AGENTS ARE REQUIRED TO USE ELECTRONIC FUNDS TRANSFER (EFT) FOR WEEKLY COMMISSIONS.

This authority is to remain in full force until Protective has either received written notification from me on its termination in such time and in such manner as to afford Protective a reasonable opportunity to act on it. This authorization may, at the discretion of Protective, survive the termination of my Independent Producer Agreement.

Signature _____ Date: _____

Please return form to:

**Protective Life Insurance Company
Producer Services LAD Compensation, 2-3MA
P.O. Box 2606
Birmingham, AL 35202**

Fax: 205-268-5427

**Phone: If you have any questions, please call:
1-866-409-6386**

Due to the bank notification process required to initiate your Automatic Deposit, your authorization will become effective in approximately three weeks. You will be notified when your Automatic Deposit becomes effective. To ensure proper and efficient deposits of commissions, please notify Producer Services (1-800-444-2658) of all bank account changes. Changes will take place on the second commission cycle after notification has been received.

