

INNOVATIVE UNDERWRITERS

1700 Market Street, Suite 3232, Philadelphia, PA 19103
215-875-8650 800-4-INSURANCE Fax 215-875-3594
www.innovativeunderwriters.com

WEST COAST LIFE

ALL AGENTS

Please Complete, Sign & Return the following:

- | | | |
|---|---|-------------|
| 1 | Contract Information Sheet W7933 WCL 1/04 | 1 copy |
| 2 | Background Questionnaire W7897WCL 4/06 | 1 copy |
| 3 | Independent Agent's Agreement W-7964 (3/04) | 2 Contracts |
| 4 | Assignment of Commissions W7965C (1/04) | 1 copy |
| 5 | Current E&O Certificate (minimum of \$1,000,000 required) | 1 copy |
| 6 | Copy of State License Personal/Corporate | 1 copy each |
| 7 | Commission Direct Deposit | 1 copy |

Are you a Guardian Agent? Yes or No

Are you an Innovative Agent? Yes or No

Email address _____

THANK YOU FOR YOUR BUSINESS.



WEST COAST LIFE

CONTRACT INFORMATION SHEET

Agent Name: _____
(As on license) First Name Middle Initial Last Name

(If corporate contract, give corporate name and your title)

BGA Name: INNOVATIVE UNDERWRITERS BGA Agent #: _____

Branch Code: _____ Agent Contract Level: _____ Next Level Agent #: _____

Requirements for contract and appointment:

- 1) Contract Information Sheet
- 2) Background Questionnaire
- 3) Signed W7964 signature page
- 4) Errors & Omissions (copy of policy's face page)
- 5) Current licenses
- 6) Commission Direct Deposit (authorization/voided check)
- 7) W9 Tax ID form
- 8) Solicitor Agreement or Assignment of Commissions – If applicable

Home Office Use Only

Investigative Reports: Equifax _____ B.I.G. _____

West Coast Life Agent Numbers: _____

Contract Effective Date: _____

Agent Code: _____ Contract mailed on: _____

LIFECOMM: _____ Appt processed/Confirmed: State - _____ Date - _____
State - _____ Date - _____

Please check one: Individual Partnership Corporation Sole Proprietor
BACKGROUND QUESTIONNAIRE

Name _____ Corporate Name _____
 Writing Agent Company Officer Both (If applicable) _____

Social Security Number _____ Company Tax I.D. Number _____

Residence Addresses _____ Mailing Address INNOVATIVE UNDERWRITERS
1700 MARKET STREET, SUITE 3232
If less than 5 years, list previous addresses separately
City _____ City PHILADELPHIA

State _____ Zip _____ State PA Zip 19103

Residence Telephone () _____ Business Telephone (215) 875-8650

Birthdate: _____ Spouse Name _____ Fax Number (215) 875-3594

Email Address _____

LICENSES/DESIGNATIONS

STATES WHICH YOU PLAN TO SOLICIT: (Submit a copy of a current license for each state indicated below)

Resident License #: _____ State: _____

List all states in which you plan to solicit: _____

Circle appropriate designations/industry awards: CLU, ChFC, CFC, MDRT, NQA, Other: _____

BUSINESS/PERSONAL EXPERIENCE

*****List employment history for past 5 years on separate paper and attach*****

| Yes | No | |
|-------|-------|--|
| _____ | _____ | Have you ever, or do you currently represent West Coast Life Insurance Company? |
| _____ | _____ | Has any insurance company or securities broker-dealer ever terminated your contract other than for lack of production? |
| _____ | _____ | Do you have E & O coverage? (Please provide verification of coverage) |
| _____ | _____ | Have you ever had a claim filed against your E & O insurance coverage? |
| _____ | _____ | Have you ever been bankrupt or insolvent, either personally or in business? |
| _____ | _____ | Have you ever had any liens or judgments, either personally or in business? |
| _____ | _____ | Have you ever been investigated by any state insurance department or government agency? |
| _____ | _____ | Have you ever had an insurance license denied or revoked by a state or province? |
| _____ | _____ | Has a bonding company denied, paid out on, or revoked a bond for you? |
| _____ | _____ | Have you ever been convicted or plead guilty or no contest to a crime other than a misdemeanor? |
| _____ | _____ | Have you ever been on probation? |
| _____ | _____ | Are you now the subject of any complaint, investigation or proceeding that could result in a "Yes" answer to any of the above questions? |

If any answer is "yes" to above questions, please provide complete explanation on separate paper and attach.
I certify that all statements are correct to the best of my knowledge. I understand that in compliance with the Federal Fair Credit Reporting Act (15 USC Section 1681, et sequellae), an investigative consumer report may be requested from a reporting agency to secure and provide information concerning my character, general characteristics, mode of living, and the accuracy of the statements made in this application. Subsequent investigative reports may be requested to update your file as needed. Upon written request, additional information as to the nature and scope of the report, if one is requested, will be provided.

Signature _____ Date _____

West Coast Life Insurance Company

INDEPENDENT AGENT'S AGREEMENT

The Company hereby appoints the Agent to represent the Company in those states and areas in which the Agent is properly licensed for procuring applications for life and health insurance and annuities.

It is the Agent's responsibility to comply with all statutory laws, rules, regulations, and company guidelines in the sale of these insurance products. It is the Agent's responsibility to maintain any books and records required under any federal, state, or company rule, regulation, or policy. It is also the Agent's responsibility to maintain and obtain any licenses and appointments required for the sale of these products.

AGENT-COMPANY RELATIONSHIP

The Company and the Agent mutually agree that this Independent Agent's Agreement is best served when the Agent is an independent contractor for all purposes. As an independent contractor, the Agent has the right to exercise independent judgment as to time, place and manner of soliciting insurance applications, servicing policyholders and otherwise carrying out the provisions of the Agreement. Furthermore, the Agent will pay all expenses in connection with his or her agency and has no authority to incur any indebtedness on behalf of the Company.

The Agent will maintain his or her own professional liability insurance (errors and omissions coverage) policy.

AGENT'S AUTHORITY

The Agent has no authority on behalf of the Company to bind risks of any kind or to make, modify or discharge contracts or to extend the time for paying any premiums. Furthermore, the Agent has no authority to make statements or representations on behalf of the Company which might alter or waive any of the Company's rights or to name any extra premiums or charges on any risk not listed in the Company's rate book.

Inasmuch as the insurance business is subject to changing laws, regulations and conditions, it is understood and agreed that the Company will prescribe rules, regulations, prices and terms under which it will insure risks. The Company retains the right to change, alter or amend the rules, regulations, prices and terms, including the right to limit, restrict or discontinue entirely the acceptance of applications on any policy, coverage or any line of insurance, at any time it deems advisable to do so without prior notice or consent of the Agent. Any such change, alteration, amendment or limitation shall become effective on the date specified by the Company.

COMPENSATION

The Company agrees to pay and the Agent agrees to accept the compensation provided in the attached schedule subject to the terms and conditions set forth in this schedule. The schedule and the general conditions included therein are incorporated by reference and are made a part of this Agreement. The Company maintains the unilateral right to alter or change this schedule by giving the Agent prior written notice which shall clearly set forth the effective date of these changes.

The Company is hereby granted a first lien upon the commissions and other sums which may become due under this Agreement or any other Agreement the Agent may have with the Company. If the Company, for any reason, refunds any premiums on any policy written by the Agent, or any policy for which the agent received compensation, or on any policy written by agents assigned or recruited to the Company by the Agent, whether legally required to refund or not, the Company has the right to deduct, set off or request repayment of the previously paid commissions.

In order to qualify for commissions, as detailed in the schedule of commissions and general conditions, the Agent must have an active Independent Agent's Agreement. The Agent is not entitled to any commissions after the Agent's Agreement has been terminated except as provided in the vesting section.

Net Paid Annualized Life Production - Total annualized commissionable life premium issued and paid during any period of time, net of any charge backs or adjustments for lapses, paid not takens, cancellations, and other policy terminations. Net annualized life production excludes premium paid on business which replaces existing policies of the Company or its affiliates or subsidiaries, and excludes single premium life, annuities, non-individual ordinary life policies of any kind, or business written on the life of, or owned by, the Agent or members of the Agent's family.

In addition, if a decrease in face amount occurs on a Universal Life policy at any time in the 12 months following an increase, a charge back will occur and any amount added to net annualized life production because of the increase will be deducted in determining the current net annualized life production.

Commissionable Premium - For Universal Life policies, commissionable premium is the largest premium on which the Company will pay commissions at first year commission rates. For all other life policies, commissionable premium is the premium payable on the policy during the first policy year. Commissionable premiums are determined by the Company and published separately.

Annualized Premium - For Universal Life policies, annualized premium is the lesser of the commissionable premium or the periodic premium which the owner of the policy intends to pay multiplied by the number of periods in one year. For all other life policies, annualized premium is the commissionable premium multiplied by the number of periods in one year.

COMMISSIONS

Commissions paid to the Agent are based upon the applicable commission rates for the policy year in question applied to premiums received by the Company.

Any additional policies written as a result of a guaranteed insurability option or its equivalent will create commission for the Agent only if the Agent is active at the time the additional policy is written.

Commissions will not be allowed on premiums paid by automatic premium loan and on premium waived by operation of a premium waiver provision. If conversion is exercised during a disability waiver period, commissions shall be limited to renewals only.

The Company has the right to withhold payment due the Agent until the amount is more than \$100.00. The Company has the right to change this minimum at any time for all commissions payable and will notify the Agent by stating the new minimum on the Agent's commission statement.

The Agent will receive no further compensation of any kind on a policy which has lapsed for three (3) months or longer. Commissions shall be allowed to the reinstating Agent on policies reinstated after lapse for non-payment of premiums based on the type of policy, timing of the reinstatement and the personal involvement of the Agent.

If a claim to a commission is disputed by another agent, the decision of the Company will be binding and conclusive.

If the Company returns a premium on a policy, the Agent will repay the Company on demand the amount of commission or advance received on the premium returned. Such amount can be recovered from future commission earnings.

The Company has the right to establish and change its rules for payment of commissions on policies that are replaced by or converted to new policies. Those written rules are hereby incorporated by reference.

VESTING

Upon cancellation of this Agreement, the Agent will be fully and immediately vested in the commission provided in the Schedule of Commissions included herein for policy years two through ten. However, if in any calendar year after the cancellation of this Agreement, the total amount payable under this and any prior Agreement falls below \$100.00, no further commission will be payable under this Agreement or any prior Agreement and the Company will have no further obligations under these Agreements.

If the Agent (1) withholds funds, (2) embezzles funds, or (3) fails to comply with the insurance laws and regulations (either of the Company or of states in which the Agent operates), this Agreement will be canceled immediately and all rights to any future commissions will be forfeited.

If the Agent becomes totally and permanently disabled during the continuance of this contract, any commissions payable under this contract will continue to be paid subject to the \$100.00 minimum explained above.

If the Agent's death is the cause of termination, the vested commissions will be paid to the Agent's estate subject to the \$100.00 minimum explained above.

COMMISSION PAYMENT SPECIFICATIONS

Intra company replacements – As a general rule, the Company will not pay new first year commission on policies intended to replace either Protective Life Insurance Company policies or Empire General Insurance Company policies.

Internal replacements – As a general rule, the Company will not pay new first year commission on policies intended to replace an existing West Coast Life policy that has been in force for less than two years.

Persistency - An Agent must maintain 80% 25-month persistency. If the Agent has not yet established a 25-month persistency, the Agent must maintain 90% 13-month persistency. The 13-month and 25-month persistency measure by *volume (face amount)* and *premium* will be used by the Company. This will be calculated in accordance with the Company's current rules.

Term Conversions - When a term policy is converted to a permanent plan of insurance, the Agent will receive first year commissions on no more than the commissionable premium less the term conversion credit regardless of how much premium is actually collected.

Face Amount Increases - For increases in face amount on Universal Life policies, the Company will pay first year commission, based on the commission rate applicable at the time of original issue, on the increased portion of the commissionable premium paid within the commissionable period following the increase. Revised commissionable premiums will be computed as if the policy were being issued on the effective date of the face amount increase.

In the event of a decrease in the face amount at any time during the twelve months following an increase, no further first year commissions will be payable. Face amount increases will receive first year commissions only to the extent that they exceed any prior increase both in face amount and commissionable premium.

Rider and Supplementary Benefit Rates - These rates are the same as those applied to the policy to which they are attached, except as may be specified in the Schedule of Commissions.

Temporary Flat Extra Ratings - These ratings are non-commissionable.

Conversion - Conversion during a period of disability waiver shall be limited only to a Non-par Whole Life policy form.

INDEBTEDNESS

Any and all cash advances or other payments, including annualized commissions, made to the Agent by the Company, will create a debtor-creditor relationship. As security, the Company has a first lien upon any commissions or other amounts payable to the Agent under this or any other Agreement between the Company or any of its subsidiaries or affiliates and the Agent. The Company may at any time deduct from any commissions or other amounts payable to the Agent any debts owed to the Company by the Agent, or any debts owed to the Company arising out of business written by any agent which resulted in compensation to the Agent. The Agent will be responsible for all legal fees, court costs and collection fees incurred by the Company in the process of collecting any indebtedness.

The Company reserves the right to chargeback the Agent for any costs associated with medical testing of a proposed insured ordered at the Agent or BGAs request in instances where the Company does not receive a formal application on the proposed insured.

AGREEMENT CANCELLATION

This agreement shall continue for an unspecified term during the mutual pleasure of the Agent and the Company until either party elects to cancel this Agreement for any reason. Cancellation shall become effective upon the mailing of the written notice of cancellation to the other party at the last known business address. This Agreement will cancel automatically upon the death of the Agent.

ASSIGNMENTS

The Agent shall make no assignments of any rights or interest under this Agreement, including benefits or compensation, without the written consent of an officer of the Company. Any changes in the Agent's authority are permitted only when they appear in writing signed by an officer of the Company.

ADVERTISING

The Agent agrees not to conduct any advertising whatsoever, including, without limitation, television, radio, print, media, internet, computer or electronic demonstrations or illustrations involving the Company, its name or products without obtaining prior written approval of the Company.

INSURANCE MARKETPLACE STANDARDS ASSOCIATION (IMSA) MARKET CONDUCT PRINCIPLES

West Coast Life Insurance Company has committed itself to upholding the Insurance Marketplace Standards Association (IMSA) Market Conduct Principles:

- 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 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.

I have read, have understood and agree to follow the IMSA Principles and Code and West Coast Life Insurance Company's Ethical Market Conduct Guide.

POLICY ADMINISTRATION

The Company requires the premiums submitted to the Agent be received in a fiduciary capacity and remitted immediately to the Company in gross. Net remissions of premiums are strictly forbidden. The Company will pay compensation as soon as possible and will assume the administrative handling of billings, changes and related duties.

West Coast Life Insurance Company has caused this Agreement to be signed and the Agent acknowledges his or her voluntary consent by signing below.

This Agreement, when executed, will become effective on _____, 20__.

In witness whereof, the parties have executed this Agreement this _____ day of _____, 20__.

Agent Signature _____

Mark S. Rush, Senior Vice President Marketing
WEST COAST LIFE INSURANCE COMPANY

| | |
|---------------------------------------|-------------------|
| Supplements to this Contract include: | |
| 1) Form No. _____ | 3) Form No. _____ |
| 2) Form No. _____ | 4) Form No. _____ |

Request for Taxpayer Identification Number and Certification

Give form to the
 requester. Do not
 send to the IRS.

Print or type
 See Specific Instructions on page 2.

| | |
|---|---|
| Name | |
| Business name, if different from above | |
| Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ | |
| <input type="checkbox"/> Exempt from backup withholding | |
| Address (number, street, and apt. or suite no.) | Requester's name and address (optional) |
| City, state, and ZIP code | |
| List account number(s) here (optional) | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

| |
|------------------------|
| Social security number |
| + |

or

| |
|--------------------------------|
| Employer identification number |
| + |

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. 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, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

| | | |
|------------------|----------------------------|--------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**West Coast Life Insurance Company
ASSIGNMENT OF COMMISSIONS**

I, _____ (Assignor), for valuable consideration which I acknowledge to be sufficient, hereby assign and transfer to _____ (Assignee), any and all first year and renewal commissions now due me or hereafter to become due under the terms and provisions of the Independent Agent's Agreement entered into between me and WEST COAST LIFE INSURANCE COMPANY dated _____ and all supplements and amendments, if any, for agent # _____.

Payment of said commission to the Assignee shall discharge WEST COAST LIFE INSURANCE COMPANY from all liability to the Assignor for the payment of such commissions to the same extent as if payment had been made directly to the Assignor.

It is expressly agreed and understood that this Assignment is made subject to the rights of WEST COAST LIFE INSURANCE COMPANY, whether under the terms of the above indicated Independent Agent's Agreement or otherwise, to deduct from said commission due the Assignor any and all indebtedness now due or which may become due WEST COAST LIFE INSURANCE COMPANY from the Assignor, and is also subject to prior assignment of interest in the commissions herein assigned.

This assignment applies to (check one):

- All policies placed by me in the past and all policies placed by me in the future.
- All policies placed by me as of the date this Assignment is executed.

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

Signature of Assignor

Date

WEST COAST LIFE INSURANCE COMPANY acknowledges receipt of this Assignment of Commissions, but does not assume responsibility for the validity or legality thereof.

Mark S. Rush, Senior Vice President Marketing
WEST COAST LIFE INSURANCE COMPANY

Date

**Direct
Deposit is
Required!!!!**

**If not chosen then
the MINIMUM
check to be issued
for commissions is
\$500.**



WEST COAST LIFE

COMMISSION DIRECT DEPOSIT

With West Coast Life's Commission Direct Deposit, your commission earnings will be deposited directly into your checking account.

Please complete this form and mail or fax it along with your **VOID CHECK** to the following address:

Margit Larot
West Coast Life Insurance Company
Commission Service Department
PO Box 193892
San Francisco, CA 94119-3892

OR

Fax: (205) 268-1601

Commission Direct Deposit Authorization

I authorize West Coast Life Insurance Company to initiate entries to my (our) account listed below.

Financial Institution Name

Account Number

Your Signature

Agent Number

Date

This authority will remain in effect until West Coast Life Insurance Company has received written notification from me that I wish to discontinue participation in the Commission Direct Deposit program.

DON'T FORGET TO ATTACH A VOID CHECK. YOUR REQUEST CANNOT BE PROCESSED WITHOUT IT.