



Agent Contracting

**Please complete the following contracting package and FAX to
866-866-2232 (toll-free) or 732-521-5113**

**AnnuityCommissions.com
28 Harrison Ave.
Bldg. D, Suite 209
Englishtown, NJ 07726**

Phone: 866-866-1106 (toll-free)

**If you have any questions or changes to existing contracts, please contact
Hersh Stern at 866-866-1106.**

www.annuitycommissions.com



AGENT CONTRACT

This Contract, effective on _____, 19____, between Jefferson Pilot LifeAmerica Insurance Company (called "Company") and _____ of _____, his heirs, executors or assigns (called "General Agent").

In Consideration of the covenants and agreements set out below, it is mutually agreed that:

I. Authority

Once this Contract is signed and the General Agent is properly licensed he is authorized to:

- A. solicit applications for life insurance and annuities using forms, rates and guidelines provided by the Company.
- B. appoint Agents, subject to Company approval. The General Agent will use Company's form of contract and send a copy to Company. The General Agent is responsible for all actions of his appointed Agents, including but not limited to the collection of money.
- C. collect premiums on behalf of Company.

II. Territory

The General Agent may sell wherever he is properly licensed. No exclusive rights are assigned. New York insurance statutes and regulations will apply to all sales under this Contract.

III. Compensation

- A. The General Agent will receive the commissions and service fees listed in the attached current General Agent Schedule of Commission and Service Fees on gross premiums received and accepted by Company for policies issued on approved applications submitted by General Agent.
- B. The General Agent will receive an override commission from policies produced by its appointed Agents. The amount shall be the commission set by the General Agent Schedule minus the commission set by the Agent Schedule of Commission for each policy.
- C. If any Agent's policies are assigned to General Agent for servicing, General Agent shall receive any service fees.
- D. The General Agent will receive the service fee listed in the General Agent Schedule of Commissions and Service Fees. This service fee ends when this contract ends unless the General Agent is authorized in writing to continue to service his business by an Officer of the Company. If the Company determines that the General Agent or his appointed Agent has been negligent in servicing policies, the Company may assign those policies to another Agent for servicing. The Company will then reduce the General Agent's or its appointed Agent's commissions, except first (1) year commissions, by the service fee amount shown in the Schedule of Commissions.
- E. No commissions are paid on premiums waived by Company. No commissions are paid on substandard extra premiums if the substandard premiums are payable for less than five (5) years.
- F. All commission rates are set by Company. Commission rates not in the current Schedule of Commissions for new policies, supplemental provisions or plans not in the Company's portfolio will be set by Company.
- G. General Agent acknowledges that the Company will keep all records regarding commissions, earnings, payments, charges and expenses for General Agent and his appointed Agents. A periodic statement of Agents' Account will be provided.

IV. Vesting

Commissions vest the date this contract is signed, unless otherwise noted in the Schedule of Commissions. Service fees do not vest.

V. Assignments

No assignment of any General Agents compensation is effective until Company receives written notification on Company's forms and issues written acknowledgement to the General Agent.

VI. Limitations

The General Agent and his appointed Agents only have the authority in Section I. They may not make any change in any application, policy or endorsement; change any rate, dividend, forfeiture or surrender; collect monies due Company, other than premiums; or bind the Company in any way.

VII. Indebtedness

- A. Company may offset any debt or debts now due or to become due at any time on this contract or any other contract from the General Agent or his appointed Agents to the Company against any compensation due General Agent.
- B. The General Agent is responsible for the debts of his appointed Agents only during the time they are his appointed Agents. The General Agent may assume additional liability by written notice to Company.
- C. Company will not pay any compensation to General Agent, his executors, administrators or assigns, under this or any other contract while the General Agent's account has a debit balance. If this contract ends and the General Agent's account has a debit balance, the General Agent will pay the debit balance on demand and the debit balance shall bear monthly interest at six percent (6%) per year.

VIII. Bond

The General Agent shall furnish bond for himself or his appointed Agents upon request of Company.

IX. Termination

- A. This contract ends if:
 - 1. The General Agent dies or the Company determines he is totally disabled; or
 - 2. The General Agent loses his license from any State Department of Insurance; or
 - 3. The General Agent becomes insolvent or makes an assignment for the benefit of creditors, or a receiver is appointed for the estate of General Agent, or a petition for voluntary or involuntary bankruptcy is filed; or
 - 4. The General Agent fails to comply with any of the terms of this contract; or
 - 5. The General Agent violates any law or regulation.
- B. Either the General Agent or the Company may terminate this contract by ten (10) days written notice to the other.

X. Forfeiture of Commission

If the General Agent violates the intent of this contract, before or after termination, then any compensation shall be impounded by Company and used to compensate Company for damages resulting from the General Agent's action. These damages include actual monetary loss, costs of defense, expenses incurred and any other damage to the business or reputation of the Company. Any excess compensation remaining will then be paid to General Agent.

Those actions which violate the intent of the contract include, but are not limited to:

- A. Any attempt to induce or persuade any General Agent or Agent (except General Agent's appointed Agents) to terminate his service with the Company; or
- B. Any attempt to induce or persuade any General Agent or Agent of the Company (except General Agent's appointed Agents) to submit business to another insurer that would, under unusual circumstances, be submitted to Company; or
- C. Any attempt to induce or persuade any General Agent, Agent, or insured of the Company to terminate any insurance or annuity contract of the Company.

XI. Regulations

This contract is subject to these regulations and any other rules or regulations established by the Company.

- A. Deliveries and Rejections. The General Agent shall deliver insurance and annuity contracts only after premiums have been paid. Applicants for life insurance must also be in good health. The Company may reject any application submitted.
- B. Lapses. If premiums are not paid before the end of any grace period or extension, resulting in a lapse of coverage, then no compensation is due General Agent and his appointed Agents unless:
 - 1. The contract is restored within sixty (60) days of lapse; or
 - 2. The contract is restored after sixty (60) days of lapse and Company determines that General Agent or his appointed Agent is directly responsible for the reinstatement of coverage.
- C. Policy Changes and Replacements. If Company decides a new contract takes the place of a former contract, commissions and service fees will only be paid on any premium increase.
- D. Commission Refunds. If the Company refunds any premium or pro rata premium, then the General Agent shall refund that commission and service fee or pro rata part of commission and service fee. If the Company pays a termination value on a Pension Trust, the General Agent shall refund any commission received on the excess of the termination over the cash value.
- E. General Expenses. If a contract is not paid or cancelled, the General Agent will be charged for underwriting medical, inspection, MIB and other expenses.
- F. Collections and Return of Property. Any money collected by General Agent or his appointed Agents shall be kept in trust entirely separate and distinct from other funds and shall be remitted to Company within fourteen (14) days. Any forms, applications, policies, contracts or receipts entrusted to General Agent shall be returned upon demand. If the General

Agent withholds any money or property from this Company, Company may terminate this contract and his compensation shall be forfeit. Nothing in this regulation shall affect any claim of the Company against the General Agent.

G. Rebates. The General Agent shall not offer to pay or allow any rebate of premium or consideration either directly or indirectly. If this section is violated, the Company will terminate this contract and General Agent's compensation shall be forfeited.

H. Litigation.

1. If legal action is brought against the Company, its employees, the General Agent or his appointed Agent(s), jointly or severally, because of any alleged act, fault, or failure of the General Agent or his appointed Agent(s) in connection with his activities hereunder, the Company may require the General Agent to defend the action. If the Company decides to defend the action, it may spend reasonable sums, including legal fees, and receive repayment from the General Agent. Reasonable settlement offers may be accepted. If an adverse judgement is obtained in the action, the General Agent will indemnify the Company for the judgement and costs.
2. The General Agent shall not commence any litigation against any other agent, applicant, or insured of the Company on any matter concerning the business of the Company without prior written consent by both the President and either a Vice President or the Secretary of the Company. This consent shall not be unreasonably withheld.

XII. Sole Contract

- A. This contract supercedes all previous contracts between the parties. However, any obligations of General Agent to the Company still exist and the General Agent's right to compensation under previous contracts is not impaired.
- B. Failure of the Company to enforce any provision of this contract shall not waive its right to enforce such provision now or in the future.
- C. The provisions of this contract are severable. If any provision of this contract is held to be invalid, such invalidity shall not affect any other provision of the contract which can be given effect without the invalid provision.
- D. Any changes to this contract must be in writing signed by both parties, except for the General Agent's Schedule of Commission and Service Fees which may be updated by Company at will.

XIII. Effective Date

This contract takes effect on the date written above if duly signed by both parties and recorded by Agency Administration.

XIV. Independent Contractor

The General Agent is an independent contractor and not an employee of the Company for any purposes whatsoever, including federal tax purposes and shall have exclusive control of his time, the conduct of the Agency, and the selection of companies it will represent.

XV. Arbitration

In case of a disagreement as to the interpretation of this Contract, either the General Agent or the Company may demand arbitration by thirty (30) days written notice to the other. The General Agent and the Company will each name an arbiter within the thirty (30) days or the party demanding arbitration may name both. The arbiters will then choose an umpire. A written decision signed by any two (2) of the three (3) appointed persons will be final and binding upon all parties. Expenses will be shared equally between the General Agent and the Company. The Rules of the American Arbitration Association shall apply, and judgement may be entered in any court having jurisdiction.

In Witness Whereof, the parties have caused this Contract to be duly executed in duplicate.

Beneficiary of Vested Commissions:

By: 

Associate General Agent

_____ Date

Relationship of Beneficiary to Associate General Agent:

Hersh Stern LA 72741

General Agent

_____ Date

Company Officer

_____ Date

Application for Contract
Biographical Information

Last Name	First Name	Full Middle Name	Name My Friends Call Me	Current Date
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Name To Be Used On All Records (Check Appropriate Blocks)

<input type="checkbox"/> Mr.	<input type="checkbox"/> Mrs.	<input type="checkbox"/> First Name, Middle Initial	<input type="checkbox"/> First Initial, Middle Name	<input type="checkbox"/> First Initial, Second Initial
<input type="checkbox"/> Miss	<input type="checkbox"/> Ms.	Last Name	Last Name	Last Name

Social Security Number	Date of Birth	Spouse Is Called
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Residence Mailing Address	Street	PO Box
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City	County	State	Zip	Residence Phone ()
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Business Name and Mailing Address	Street	PO Box
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City	County	State	Zip
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Internet Address	Fax Number ()	Business Phone ()
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Send Business Mail To <input type="checkbox"/> Residence Address <input type="checkbox"/> Business Address	Indicate Professional Designations: <input type="checkbox"/> LUTCF <input type="checkbox"/> CLU <input type="checkbox"/> ChFC <input type="checkbox"/> CFC <input type="checkbox"/> CFP <input type="checkbox"/> Other _____
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Licensing Information Current Copy of Each License Must be attached to the Application for Contract

I currently hold a valid state license for the lines of insurance that I am representing in the following states:

List non-resident states you want to be appointed with Jefferson-Pilot (Non-resident fees paid by agent)

NASD Registered	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Name of Broker/Dealer
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Do you want to be appointed to sell	<input type="checkbox"/> Variable UL	<input type="checkbox"/> Variable Annuity
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Are you now or have you previously been contracted with:

Jefferson-Pilot Life	<input type="checkbox"/> Yes <input type="checkbox"/> No	When _____	Type of Contract _____
Alexander Hamilton Life	<input type="checkbox"/> Yes <input type="checkbox"/> No	When _____	Type of Contract _____
Chubb Life	<input type="checkbox"/> Yes <input type="checkbox"/> No	When _____	Type of Contract _____

If the answer to any of the following questions is "yes", attach complete details in writing:

		Yes	No
1. Have you ever been convicted of or pleaded guilty or nolo contendere (no contest) to: § Fraud, embezzlement, forgery, false statements, counterfeiting, extortion, or any other act involving misappropriation of funds? § A conspiracy to commit any of the above offenses?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Are you now or have you ever been the subject of any complaint, investigation or proceeding by any Insurance Department, the SEC, or any federal or state regulatory agency?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Do you have any unsatisfied judgments or liens against you, or any pending litigation in which you are a defendant?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Are you currently a party, or in the past ten years have you been a party, to any lawsuit, arbitration or civil litigation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Have you ever been convicted of a crime other than minor traffic offenses?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Have you or any businesses in which you had control or an ownership interest been (or currently are) the debtor in a bankruptcy, made a compromise with creditors, or had a direct payment procedure initiated under the Securities Investor Protection Act?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Have you been the subject of any customer complaint or investigation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Has any insurer or Broker-Dealer you represented ever terminated your agent's or producer's contract other than for low production?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Have you ever voluntarily resigned, been discharged, or permitted to resign after allegations were made that accuse you of: § Violating investment-related statutes, regulations, rules or industry standards of conduct? § Fraud or the wrongful taking of property? § Failure to supervise in connection with investment-related statutes, regulations, rules or industry standards or conduct?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Authorization and Notices

Notice of Proposed Investigative Consumer Report

Pursuant to Section 606 of the Fair Credit Reporting Act, this notice is to inform you that as a component of our review process of your pending application for appointment to any Jefferson Pilot Financial company as an agent, the Company may request an investigative consumer report which may include information related to your character, general reputation, personal characteristics, and mode of living.

You have the right to request, in writing, within a reasonable period of time after receipt of this notice, a complete and accurate disclosure of the nature and scope of the investigation requested and a written summary of your rights under Section 609 of the Fair Credit Reporting Act.

This disclosure information from the Company must be in writing and mailed to you, along with the written summary of your rights, within five (5) business days after receipt by the Company of your written request.

Also, the Company may share the information contained in the investigative consumer report and other information in your file with any Jefferson Pilot Financial company unless you direct us not to disclose the information.

Federal and state laws prohibit discrimination in contracting because of race, color, religion, age, sex, national origin, or disability. The Age Discrimination in Employment Act prohibits discrimination against individuals aged 40 and over.

I affirm that the foregoing answers are true, correct, and complete. I agree that this application shall remain the property of the Company and hereby authorize said company to make a thorough investigation of the information disclosed herein and release from all liability or responsibility all persons, companies, or corporations supplying such information. I agree that a photographic copy of this authorization shall be as valid as the original.

JP Advisors Corp

Name of Marketing Organization

Print Name of Applicant

X

Signature of Applicant



Underwriting Company:
Jefferson Pilot LifeAmerica Insurance Company, 100 N. Greene St. #5120 Greensboro, NC 27401

AUTHORIZATION TO OBTAIN A CONSUMER REPORT

As part of the contract process for Jefferson Pilot LifeAmerica Insurance Company, a Consumer Report may be obtained on every candidate for contract.

I authorize Jefferson Pilot LifeAmerica Insurance Company to obtain a current Consumer Report as a condition of contract. I understand that all information received will be held in strictest confidence and that if I am turned down because of the information contained in this report, I will receive a copy of the report and a copy of my rights under the Fair Credit Reporting Act.

DATE

NAME (Print)



NAME (Signature)

Please note: Your signature is required on both parts (A) and (B) of Form FA-00117 to complete your contracting requirement.



Annuity Commission Schedule — Annuity Marketing Organization

AGENT - LEVEL 5

PLEASE NOTE: This schedule amends all previous schedules. The commission rates below are shown at current commission payouts and may reflect Special Product Promotions. Special Product Promotions are subject to change at any time. Please contact Annuity Marketing Support at 1-888-895-4830 for information about current Special Product Promotions and their effect, if any, on commission rates below.

	<u>Plan</u>	<u>Ages</u>	<u>1st Year</u>	<u>Renewal</u>	<u>Years</u>	
(1)	Planning-For-Value - Flex 7 ¹ Non-Qualified	(0-75)	5.00%	2.50%	2	
				1.00%	3-5	
		(76-80)	3.75%	1.75%	2	
				1.00%	3-5	
		(81-85)	2.50%	1.25%	2	
			1.00%	3-5		
	Planning-For-Value Flex7 ¹ Qualified	(0-70)	5.00%	2.50%	2	
				1.00%	3-5	
		(71-75)	3.75%	1.75%	2	
				1.00%	3-5	
(76-80)		2.50%	1.25%	2		
		1.00%	3-5			
	(81-85)	1.75%	1.00%	2-5		
(2)	Planning-for-Value Single 5 ¹ Non-Qualified	(0-75)	2.125%	0.50%	*	
		(76-80)	1.50%	0.50%	*	
		(81-85)	0.875%	0.50%	*	
	Qualified	(0-70)	2.125%	0.50%	*	
		(71-75)	1.50%	0.50%	*	
		(76-80)	0.875%	0.50%	*	
		(81-85)	0.625%	N/A	N/A	
	(3)	SPIA - Life Option Period Certain	(15-85)	3.00%	N/A	N/A
			(0-95)	3.00%	N/A	N/A

* Renewal commissions are payable at the beginning of each 5 year renewal period.

This schedule is for premium amounts up to \$1,000,000.00.

The commissions on any contract not herein specified shall be determined by the Company. The Company reserves the right to change any commissions on this schedule upon written notice.

Issue age for all deferred annuities is the age last birthday of the Owner.

1. Death of the Owner during the first 12 months will result in a 100% commission chargeback the first 6 months and 50% commission chargeback the next 6 months.

For Agent Use Only