

Western Reserve Life Contracting Instructions

Some of these forms will be used for some situations and not for others. Please follow the instructions below that pertain to your situation, and remember, "required" means that the forms must be submitted for your contract to be processed.

Individual Contract - a contract in which commissions are paid directly to an agent.

- Complete Page pages 1-3 of the Producer Appointment Application and sign page 3 (Form # AC00261)(Required). ***Do not complete the section labeled, "Fixed Business Only"***
- Complete and sign the Authorization Agreement for Direct Deposits (ACH Credits)(Form # LD529 WRL ACH) (Required)
- Complete/sign the Producer Agreement (Required)
- Complete and sign the LIMRA Anti-Money Laundering Training Certification Form (Required)
- Copy of legible voided check for Direct Deposit (Required)
- Current copy of license(s)

Corporate Contract – a contract in which all commissions are paid to the corporation and the corporation distributes commissions from within.

- Complete Page pages 1-3 of the Producer Appointment Application and sign page 3 (Form # AC00261)(Required). ***Be sure to complete the "Fixed Business Only" Section, with all pertinent corporate information.***
- Complete and sign the Authorization Agreement for Direct Deposits (ACH Credits)(Form # LD529 WRL ACH) (Required)
- Complete/sign the Producer Agreement (Required)
- Complete/sign the Entity Certificate of Authority (Required)
- Copy of legible voided check for Direct Deposit (Required)
- Complete and sign the LIMRA Anti-Money Laundering Training Certification Form (Required)
- Current copy of corporate and individual license(s)

Licensed-Only Contract – a contract in which the corporation receives all the commissions and credits from every sale. The agent will not be paid by the home office.

- Please call on how to complete the forms.

Transfers – Transfers are reviewed by Western Reserve on a case-by-case basis.

Please forward all necessary forms to:

**THE RECRUITING ENTITY WHO SUPPLIED
YOU WITH THESE DOCUMENTS**



**PRODUCER APPOINTMENT APPLICATION
FOR VARIABLE LIFE AND FIXED LIFE PRODUCTS**

Western Reserve Life Assurance Co. of Ohio

Administrative Office:
P.O. Box 5068
Clearwater, FL 33758-5068
800-443-9975, ext. 6564
Fax 727-299-1864
www.westernreserve.com

Internal Use Only:

W/S
Name: _____
W/S #: _____

Please print legibly in black ink (or type), complete form in its entirety, and sign.

PERSONAL DATA

LAST:			FIRST:			MI:			DATE OF BIRTH
DAYTIME/PRIMARY TELEPHONE () () ()			HOME/ALTERNATE TELEPHONE () () ()			FAX # () () ()			
SOCIAL SECURITY NO.		BROKER-DEALER AFFILIATION		SEX <input type="checkbox"/> Male <input type="checkbox"/> Female		PROFESSIONAL DESIGNATIONS <input type="checkbox"/> CFP <input type="checkbox"/> ChFC <input type="checkbox"/> CLU <input type="checkbox"/> FLMI			

INTERNET E-MAIL ADDRESS:
(Please provide e-mail address as Licensing & Compensation communicates electronically with agents whenever possible. Email messages sent in clear text over the public Internet *can* be observed by an unintended third party. If you wish to keep your information private, please **do not send sensitive personal information or requests for sensitive personal information via e-mail** for any reason. If you have inquiries regarding your personal information, you may contact us via telephone, fax or letter.)

BUSINESS ADDRESS (If business mailing address is a P.O. Box, please also provide a street address in the SHIPPING ADDRESS section below)

STREET: _____ STE #: _____

CITY: _____ STATE: _____ ZIP: _____

SHIPPING ADDRESS (if different than Business Address)

STREET: _____ STE#: _____

CITY: _____ STATE: _____ ZIP: _____

HOME ADDRESS (Mandatory for background investigative report requirements. If address is same as business address above, please write "Same.")

STREET: _____ APT #: _____

CITY: _____ STATE: _____ ZIP: _____

FIXED BUSINESS ONLY

If contracts governing fixed business are to be issued and commissions disbursed under a corporation, partnership, or agency please complete the following:

Corporation Partnership Other
 LLC Agency/DBA

Name _____

Tax ID # _____ Is Corporation/Partnership/Agency insurance licensed?
 YES NO If yes, where? _____

LICENSE INFORMATION

NON-RESIDENT APPOINTMENTS DESIRED: _____

FINANCIAL INFORMATION	(FAILURE TO ANSWER QUESTIONS OR DISCLOSE INFORMATION MAY RESULT IN A DELAY IN PROCESSING YOUR APPOINTMENT.)	
A. Have you personally or a firm that you exercised management control over, or owned 10% or more of the securities of, failed in business, made a compromise with creditors, filed a bankruptcy petition or been declared bankrupt? (Attach copy of original filing and/or discharge.)	YES	NO
	<input type="checkbox"/>	<input type="checkbox"/>
B. Have you been convicted of, or pleaded guilty or nolo contendere ("no contest") to a felony or misdemeanor involving: insurance, investments or a related business, fraud, false statements or omissions, wrongful taking of property, or bribery, forgery, counterfeiting or extortion, or breach of trust? (Attach complete details for "yes" answers.)	<input type="checkbox"/>	<input type="checkbox"/>
C. Have you been convicted of, or pleaded guilty or nolo contendere ("no contest") to any other felony or misdemeanor? (Attach complete details for "yes" answers.)	<input type="checkbox"/>	<input type="checkbox"/>
D. Has any State Insurance Department, any other State or Federal Regulatory Agency, or the SEC, FINRA or any other Self Regulatory Agency ever entered an order against you relative to a violation of insurance or investment-related regulations or statutes? (Attach complete details for "yes" answers.)	<input type="checkbox"/>	<input type="checkbox"/>
E. Has any State Insurance Department or other State or Federal Regulatory Agency ever denied, suspended or revoked your license or registration? (Attach complete details for "yes" answers.)	<input type="checkbox"/>	<input type="checkbox"/>
F. Do you have any outstanding or unsatisfied collections, judgments and/or liens, including tax liens, totaling \$50,000 or more? (Attach complete details for "yes" answers, e.g. a copy of IRS repayment schedule, etc.)	<input type="checkbox"/>	<input type="checkbox"/>
G. Do you currently have an outstanding debit balance with any other insurance carrier(s)? (Attach complete details for "Yes" answers, including original debit balance amount, and verification from carrier stating current outstanding amount, along with a copy of repayment plan.)	<input type="checkbox"/>	<input type="checkbox"/>
H. Has a bonding company denied, paid out on or revoked a bond for you? (Attach complete details for "yes" answers.)	<input type="checkbox"/>	<input type="checkbox"/>

PRODUCER'S CONDITIONAL AGREEMENT

Western Reserve Life Assurance Co. of Ohio ("Company")
 Producer ("Insurance Agent", "I", "Me", "My", "You")

If the Company consents to my appointment as an insurance agent, I will comply with the following conditions:

1. Unless I hold a personal contract with the Company which governs fixed insurance products, the Company has no obligation to pay me for commissions or any form of compensation whatsoever in connection with the services performed and expenses incurred by me in the solicitation of applications for insurance products issued by the Company, it being expressly understood that I will be compensated pursuant to a separate agreement between me and my current Broker-Dealer or Agency and I will have no right, remedy or recourse against the Company for any compensation. Unless otherwise notified by the Company in writing, this Agreement will remain in effect upon my transfer to another Broker-Dealer or Agency having a Selling Agreement in effect with the Company, provided my appointment with the Company has not been terminated. It is further understood that no commissions are payable on a policy which replaces, exchanges, or terminates another policy of the Company unless such replacement is accomplished in accordance with the Company rules in force at that time. The understandings in this paragraph will not apply to the sale of any products for which I have entered into a separate agreement with the Company.
2. I will comply with all applicable laws and regulations of the states in which I am licensed including, but not limited to, obtaining and maintaining any necessary licenses for the solicitation of insurance.
3. I will not alter, modify, waive or change any of the terms, rates or conditions of any advertisements, receipts or policies of the Company in any respect. I will not use any advertising or sales material relating directly or indirectly to the Company or the Company's products unless it is provided by the Company or approved by the Company in writing prior to use.
4. I will deliver any policy sent to me within thirty (30) days from the postmark date such policies are mailed by the Company.
5. I will promptly remit to the Company any and all monies received by me on behalf of the Company as payments on policies, and I have no right or authority to receive or collect monies for and on behalf of the Company at any time or for any purpose except the initial premium necessary to put the policy in force.
6. The Company may, with or without cause and without liability to me whatsoever, cancel my appointment at any time, and upon termination of this Agreement I will immediately deliver to the Company all records, sales and advertising material, stationery, business cards, computer software and other supplies connected with the Company's business.
7. I will comply with the ethical concepts as set forth in the Company's Code of Professional Conduct for producers and employees. The topics below and other principles and standards to use in your daily conduct can be found in the Practical Guide to Professional Conduct located on the Company's website. These policies, procedures and guidelines can be changed from time to time:
 - I will comply with all applicable laws and regulations to protect the privacy of nonpublic information that I have about an applicant, owner, insured, beneficiary or other person who seeks to obtain, obtains or has obtained a product or service from the Company. If I receive any such nonpublic information from the Company, I will maintain the confidentiality of such information and understand that I am prohibited from using such information other than to carry out the purpose for which such information was disclosed to me. I agree to take reasonable measures to secure and safeguard such nonpublic information in my possession (including appropriate destruction and disposal methods).
 - I will comply with the Company's rules for imaging and transmission of documents.
 - I will comply with the Company's anti-money laundering policies and reporting requirements and understand that failure to comply may result in termination of my appointment.
 - I will comply with all applicable laws, regulations and company policies pertaining to requirements that products be suitable for the purchaser.

- I hereby request that the Company apply for my license and/or appointment to represent the Company as an insurance agent in my resident state and the non-resident state(s) indicated.
- I further certify that the information contained in this application is true and complete to the best of my knowledge and belief.
- I have received the "Investigative Consumer Report Disclosure" and "A Summary of Your Rights Under the Fair Credit Reporting Act".
- **If I have been notified by the IRS that I have previously given an incorrect taxpayer identification number, my signature below constitutes my certification under penalties of perjury to the following: (1) the taxpayer identification number on this form is my correct taxpayer identification number; and (2) I am not subject to backup withholding; and (3) I am a U.S. person (including a U.S. resident alien).**

I acknowledge that the IRS does not require my consent to any provision of this form other than the certification required to avoid backup withholding.

AUTHORIZATION FOR RELEASE OF INFORMATION

To Whom it May Concern:

I hereby authorize any employer, insurance company, managing agent, educational institution, financial institution, consumer reporting agency, criminal justice agency, insurance department or individual having any information relating to my activities to release such information to the Company, or any affiliated company, or any consumer reporting agency acting for and on behalf of the Company or for and on behalf of any other affiliated company. This information may include, but is not limited to, employment and job performance history, academic records, credit records, disciplinary, arrest and conviction records, and personal history, including information as to character, general reputation and mode of living.

I agree that a photographic, electronic, or computer imaged copy of the authorization shall be valid as the original and is valid and acceptable for the duration of my appointment with the Company.

<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> (Signature – Full Name)	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> (Date)
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> (Print Name)	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> (Social Security Number)



Western Reserve Life Assurance
Co. of Ohio
Administration Office:
P.O. Box 5068
Clearwater, Florida 33758
Home Office: Columbus, OH
Distributor: Transamerica Capital, Inc.
www.westernreserve.com

PRODUCER AGREEMENT (Fixed Products)

This is a Producer Agreement ("Agreement"), effective on the Date of Contract set forth below, between **Western Reserve Life Assurance Co. of Ohio** (referred to as "we", "us" or "the Company") and the **Producer** named below (referred to as "you"). The terms of this Agreement are as follows:

1. APPOINTMENT

We appoint you to sell our Company's fixed life insurance products ("policy" or "policies") pursuant to the terms of this Agreement. You will comply with all applicable laws and regulations of the states in which you are licensed, including but not limited to, obtaining and maintaining any necessary licenses for the solicitation of insurance and to diligently devote yourself to the business of this appointment.

1.1 TERRITORY; NON-EXCLUSIVITY

Unless otherwise specified by us, you are authorized to solicit applications for our policies in any jurisdiction in which we are licensed to transact insurance and in which you are licensed and authorized to represent us in accordance with applicable state laws and regulations. We reserve the right to limit your territory at any time.

You are not obligated to represent us exclusively, and this Agreement does not give you exclusive rights in any area.

1.2 INDEPENDENT CONTRACTOR

You are an independent contractor. Nothing contained in this Agreement is to be construed to create the relation of employer and employee between the Company and you. You may exercise your own judgment as to the time and manner in which you may perform the services required to be performed by you under this Agreement. We may, from time to time, prescribe rules and regulations concerning the conduct of the business covered by this Agreement which do not interfere with such freedom of action.

2. SOLICITATION OF APPLICATIONS

We will inform you from time to time which policies you are authorized to sell. Solicitation of applications for insurance authorized under this Agreement will be performed by you or by assigned producers in accordance with the terms of their agreements with us.

An assigned producer is a person who has been designated by us to solicit applications for insurance under your direction.

2.1 PRODUCERS

You may recommend that we enter into sales agreements with other producers for sale of our policies, but we are not obligated to do so. We will not enter into such an agreement unless you and we agree regarding whether the recommended person will be designated as an assigned producer. You have no authority to modify or amend any such agreement.

At our option, we may refuse to contract with or appoint any proposed producer and may terminate any agreement with or appointment of a producer. Except as otherwise agreed, payment of all commissions and other compensation earned by assigned producers will be made directly by the Company.

From time to time, we may prescribe rules regarding the transfer of assigned producers.

2.2 LICENSING

Neither you nor any assigned producer may engage in any activities under this Agreement unless and until you or they are properly licensed and appointed to perform such services in the particular state or jurisdiction involved in accordance with all applicable laws and regulations, including, but not limited to, any certification or continuing education requirements.

You agree to undertake and pay for all actions necessary to acquire and maintain any necessary licenses for yourself. We will take the necessary actions, including the payment of applicable fees, to appoint you to represent us in the state in which you reside. We will appoint you to represent us in additional states at your expense.

2.3 NON-REPLACEMENT COVENANTS

While this Agreement is in effect and for a period of five (5) years after termination of this Agreement, you agree that you will not encourage, aid or abet any other insurer or broker-dealer, or their customers, clients, employees, agents or registered representatives, to engage in a pattern or practice of replacing or attempting to replace any WRL Variable or Fixed Policies with fixed or variable policies of other life insurance companies.

3. RESPONSIBILITIES OF THE PRODUCER

You are responsible for the actions and performance of your employees in connection with this Agreement. The Company may, from time to time, notify you of laws, governmental regulations and Company rules and regulations which may be applicable to your activities or the activities of producers who act through you. You agree to promptly communicate this information to your employees and producers, as appropriate. You agree to review policy applications submitted through you, and you agree to notify the Company if you become aware of actions by employees or producers which violate laws, governmental regulations or Company rules and regulations. You agree to notify the Company if you learn of the conviction of any of your employees or producers of any felony or other serious crimes. The Company agrees that it will not hold you liable for any matter of which you were not aware and of which you could not reasonably have been expected to have been aware in the normal course of your business activities.

3.1 COMPANY REGULATIONS

To the extent they do not conflict with the terms of this Agreement, you will conform to the rules and regulations of the Company now or hereafter in force. Such rules and regulations will constitute a part of this Agreement. This provision shall not be construed to alter the relationship of the parties as provided in Section 1.2 above.

3.2 LIMITATION OF AUTHORITY

You will not alter, modify, waive or change any of the terms, rates or conditions of any advertisements, receipts, or policies of the Company in any respect. You will not use any advertising or sales material relating directly or indirectly to the Company or the Company's products unless it is provided by the Company or approved by the Company in writing prior to use. You have no authority to obligate us in any manner whatsoever nor to receive monies due to us, except as otherwise provided in this Agreement or as may be authorized in writing by us.

3.3 COMPANY RECORDS

All documents, records, software and other data and information, in whatever form they may be, which pertain to the Company's policyholders or any other business of the Company, are and will remain the property of the Company. Any such property in your possession shall be at any time and all times open to inspection by the Company or its authorized representative, and upon termination of this Agreement you will promptly turn all such property over to the Company or its authorized representatives.

You acknowledge that all documents, records, software and other data, information and supplies referred to in this Section 3.3 are confidential and proprietary to the Company, and you agree to preserve the confidentiality and privacy of the Company in all of the same; and you further agree that you will not, without the Company's prior written consent, release or disclose any of the same or their contents to any person, or otherwise use any of the same or their contents in any manner, except in furtherance of the business of this Agreement or as required by legal process.

Nothing contained in this section (3.3) is intended to restrict your right to retain possession of your records and other materials relating solely to your producers and solicitors.

3.4 COLLECTION AND REMITTANCE OF COMPANY MONEY

Where authorized by us, you may accept premiums in accordance with our rules and regulations in force at the time of payment. We have the right at any time to revoke such authority in whole or in part and to limit it in any way. ALL MONIES OR SECURITIES RECEIVED BY YOU AS FULL OR PARTIAL PAYMENT OF PREMIUMS OR FOR ANY OTHER ITEM WITHOUT EXCEPTION, SHALL BE HELD BY YOU IN TRUST SEPARATE FROM YOUR OWN OR OTHER FUNDS AND WILL BE IMMEDIATELY DELIVERED AND PAID TO THE COMPANY. Such remittances must be applied to the relevant item. You are not authorized to deposit any such monies or checks in your own account or any trust account, nor to accept any check made payable to you for any premium or other item.

You will promptly remit to the Company any and all monies received on behalf of the Company as payments on policies, and you have no right or authority to receive or collect monies for and on behalf of the Company at any time or for any purpose except the initial premium necessary to put the policy in force.

3.5 ADVERTISING

You agree that you will not place into use, or distribute to any person, any advertising, sales material or other document (including, without limitation, illustrations, telephone scripts and training materials) referring directly or indirectly to the Company or to any Company policy, or cause, authorize or permit any producer or other person to do so, without our prior written consent. You agree that you will not use the name of the Company on any business card, letterhead or marquee or in any directory listing, or in any other manner, or cause, authorize or permit any producer or other person to do so, without our prior written consent. You agree that you will not use any of the Company's names, logos or trademarks without our prior written consent.

3.6 INDEMNIFICATION

You agree to indemnify us and hold us harmless from any liability, loss, cost, claim or damage, including legal and other expenses and attorneys' fees reasonably incurred, caused by your breach of any provision of this Agreement or by your negligence or misconduct or the negligence or misconduct of any of your employees, officers, or other persons who act on your behalf.

3.7 ERRORS AND OMISSIONS

You are encouraged to maintain errors and omissions insurance covering your activities under this Agreement. If we should require you to carry such insurance at any time, the following will apply:

- (i) You agree to maintain in force, at your own expense, while this Agreement is in effect, errors and omissions insurance covering your business in an amount specified by us from time to time.
- (ii) You agree to provide us with copies of the current binders evidencing the issuance of the errors and omissions insurance required under Section (i) at the time of execution of this Agreement, and within ten business days of each date such insurance is discontinued, suspended, reduced or terminated for any reason.

3.8 CODE OF PROFESSIONAL CONDUCT

You agree to comply with the ethical concepts as set forth in the Company's *Code of Professional Conduct for Producers and Employees*. The topics below and other principles and standards to use in your daily conduct can be found in the Practical Guide to Professional Conduct located on the Company's website. These policies, procedures and guidelines can be changed from time to time.

Privacy - You agree to comply with all applicable laws and regulations to protect the privacy of nonpublic information that you have about an applicant, owner, insured, beneficiary or other person who seeks to obtain, obtains or has obtained a product or service from the Company. If you receive any such nonpublic information from the Company, you will maintain the confidentiality of such information and understand that you are prohibited from using such information other than to carry out the purpose for which such information was disclosed to you. You agree to take reasonable measures to secure and safeguard such nonpublic information in your possession (including appropriate destruction and disposal methods when appropriate).

Anti-Money Laundering - The Company has implemented an anti-money laundering program which includes requirements for reporting suspicious activity and providing anti-money laundering training to the Company's employees, insurance agents, and insurance brokers. You agree to comply with the Company's anti-money laundering policies and reporting and training requirements and understand that failure to comply with the Company's anti-money laundering program may result in termination of your appointment.

Electronic Imaging and Transmission of Documents and Information - You agree to comply with the Company's rules for electronic imaging and transmission of documents.

Suitability - You agree to comply with all applicable laws, regulations and company policies pertaining to requirements that products be suitable for the purchaser.

4. COMPANY RIGHT OF ACTION

We are not obligated to accept any business produced by you or by an assigned producer. We may reject applications for insurance without specifying the reason therefor, as well as settlements tendered or made thereunder, or cancel any policy for any reason and return the premium thereon or any part thereof.

We in our sole discretion may at any time and from time to time do the following:

- (i) modify or amend any policy form;
- (ii) fix or change maximum and minimum limits on the amount for which any policy form may be issued;
- (iii) modify or alter the conditions or terms under which any policy form may be sold or regulate its sale in any way;
- (iv) discontinue or withdraw any policy form from any geographic area or market segment, without prejudice to continuation of such form in any other area or market segment; or
- (v) cease doing business in any area.

5. COMPENSATION

For each policy sold by you, we will pay you commissions as set forth in the applicable Commission Rate Schedule. You may also be eligible for compensation under other programs established by us from time to time. Payment of commissions and any other compensation will be subject to the terms and conditions of this Agreement and to our rules and regulations in effect from time to time. Such rules and regulations may be changed by us at any time without notice and without your consent.

The commissions and any other compensation payable by us to you will be payment in full for all services performed by you. Except as we may otherwise agree, you are not entitled to reimbursement for any expenses incurred by you.

5.1 PAYMENT OF COMMISSIONS AND OTHER COMPENSATION

General - The "applicable Commission Rate Schedule" means the Commission Rate Schedule published by us from time to time for the type of policy involved. Commission Rate Schedules are subject to change without notice. Copies may be obtained at any time.

Repayment of Commissions - If any commission or other compensation to which you are not entitled under the terms of this Agreement is paid to or retained by you, you will pay the same to the Company upon demand. If we refund premium or return policy values or waive surrender charges on any policies for any reason, then no commissions will be payable with respect to said premiums and any commissions previously paid must be returned to us. In case of any provision requiring a refund of commissions or other compensation, we may, at our election, debit your account for the amount of the refund without demand or notice, or may demand the refund, or both, but debiting your account in such manner will not relieve you of your obligation to make the refund.

Policyholder Service - If you are unwilling or unable to provide an acceptable level of service to any policyholder, you will not be entitled to continued commissions with respect to such policyholder.

Changes in Compensation - We reserve the right to change the rate of commissions and/or any other compensation payable under this Agreement. Any such change will apply only to policies issued or other triggering events occurring after the effective date of the change.

When Due - Commissions will be paid in accordance with our normal commission processing schedule. Commissions will be payable only on premiums paid in cash to and accepted by us on policies which were produced by you. No premium will be considered paid in cash to the Company until it has been actually collected and transmitted to us and recorded on our records. Commissions and other compensation will accrue only as such premiums otherwise would become due. Premiums may include fees or charges that are not commissionable.

Commissions Paid in Advance - If we pay you a commission or other compensation on a premium which is or becomes due but which has not yet actually been paid to the Company, and if such premium is not paid in cash to the Company, you will refund any commission or other compensation which you have received on such premium.

Split Commissions – If an application is procured by you and other agents of the Company, the commission will be divided among you and the other agents as indicated in the new business application unless the Company receives written instructions to the contrary signed by you and each other agent.

Conditions - Commissions and any other compensation under this Agreement will be payable to you only if and so long as you are in existence and are continuously and properly licensed and appointed in accordance with applicable state laws and regulations to transact insurance business for us and we may legally pay such commissions and other compensation.

Accounting Year - We reserve the right at any time and from time to time, without notice to you, to change the period comprising our accounting year or subdivisions thereof.

Securities Products - We will not pay commissions to you for selling our securities products that are listed in an agreement that is in effect between the Company, its principal underwriter, and a broker-dealer of which you are a registered representative, except that we may elect to do so if we are an affiliate of your broker-dealer. In the event that your broker-dealer requires fixed product commissions to be paid directly to the broker-dealer, commissions due under this Agreement will be paid to the broker-dealer. In either case, payment by us to your broker-dealer will fully discharge us of our obligations with respect thereto.

Your Account - We will send you periodic statements of your account. If the net amount due to you at any time is less than the amount specified by us from time to time, commissions will not be paid until this amount is reached.

Replacement – It is further understood that no commissions are payable on a policy which replaces, exchanges, or terminates another policy of the Company unless such replacement is accomplished in accordance with the Company rules in force at that time. The understandings in this paragraph will not apply to the sale of any products for which you have entered into a separate agreement with the Company.

5.2 **NO VESTING**

Upon termination of this Agreement, with or without cause, payment of commissions shall cease immediately.

6. **LIEN AND OFFSETS**

You grant us a first lien on all commissions and any other compensation payable by us to you under this Agreement or under any other existing or future agreement with us, as security for the payment of any existing or future debit balance or other indebtedness of yours to us. We may at any time and from time to time, with or without notice or judicial action, exercise our lien by offsetting such indebtedness against any commissions and other compensation otherwise due to you under this Agreement or under any agreement between you and us or one of our affiliates. These liens shall not be extinguished by the termination of this Agreement or any other agreement.

All debit balances and other indebtedness of yours to us will be debited to your account, but debiting your account will not relieve you of your obligation to repay the indebtedness. You may not offset against any such indebtedness any compensation accrued or to accrue under this Agreement or under any other agreement with us.

You will be liable to us for payment of any debit balance of an assigned producer, whether or not incurred by reason of a wrongful act of the assigned producer, including indebtedness incurred in connection with the conduct of business under this Agreement. All debit balances or other indebtedness owed to the Company by an assigned producer will be debited to the assigned producer's account.

In the event we recover from you any debit balance or other indebtedness of an assigned producer, we will assign to you our rights against the assigned producer with respect to such debit balance or other indebtedness to enable you to pursue recovery from the assigned producer.

While an assigned producer has a debit balance for which you are responsible, we will not pay any commissions or other compensation on business produced by the assigned producer while operating under your supervision which may accrue to the assigned producer's account without your consent. At any time in our sole discretion, we may debit your account with the debit balance of the account of any assigned producer, and such action may be taken whether or not we have endeavored to secure payment of the debit balance from the assigned producer. If we elect to debit your account with the debit balance of an assigned producer's account, then any credit thereafter accruing to such assigned producer's account will in like manner be reflected as a credit to your account.

We will be under no obligation to pay any commissions or other compensation to you, your heirs, executors, administrators or assigns, under this Agreement or under any other existing or future agreement with us now or hereafter existing as long as your account has a debit balance. Any debit balance of your account shall be payable to us upon demand and shall bear interest, payable monthly, at the rate declared by us from time to time. Any future change in

interest rate may, at our option, be applied to the then remaining balance of any debit balance theretofore created as well as to debit balances thereafter created.

7. DISPUTES AND LITIGATION

Both parties agree to cooperate fully with each other in the resolution of all matters arising out of the business of this Agreement. Any disputes between you and us will be settled through binding arbitration.

7.1 COMPLAINTS AND CLAIMS

You agree to notify us promptly of any complaint, claim or dispute involving an applicant, policy, policyholder or producer.

You will not litigate any dispute with an applicant or policyholder, on any matter relating to the business of this Agreement, without our prior written consent.

We may settle any claim against us or you arising out of the business of this Agreement. If you disagree with our settlement, you may seek arbitration pursuant to Section 7.2.

7.2 DISPUTE RESOLUTION

The parties agree that this Agreement involves "commerce" within the meaning of the Federal Arbitration Act, and that any dispute between the parties arising out of or related to this Agreement will be resolved by binding arbitration in accordance with this Section and the rules for arbitration of commercial disputes of the American Arbitration Association. The arbitration will take place in St. Petersburg, Florida, unless we and you mutually agree to another location. The arbitration will be determined by one neutral arbitrator as agreed upon by the Company and you. If the parties fail to appoint an arbitrator on a timely basis or are unable to agree on the choice of an arbitrator on a timely basis, the arbitrator will be appointed by the office of the American Arbitration Association in the city where the arbitration takes place, or by another mutually agreeable arbitration service. The arbitrator's decision will be binding on the parties and the decision will be final with no right of appeal. The award of the arbitrator may be entered as a final judgment in any court which has jurisdiction thereof. The cost of arbitration, including the fees of the arbitrator, will be borne by the party or parties as the arbitrator decides.

EACH PARTY HERETO HEREBY WAIVES THE RIGHT TO A TRIAL BY EITHER A JURY OR A COURT, INCLUDING BUT NOT LIMITED TO A TRIAL OF ANY ISSUE CONCERNING THE VALIDITY OF THIS SECTION 7.2 OR ANY PORTION THEREOF, AND THE RIGHT OF APPEAL FROM THE ARBITRATOR'S AWARD. EACH PARTY HERETO WAIVES ANY CLAIM TO RECOVER PUNITIVE DAMAGES AND NON-COMPENSATORY DAMAGES AGAINST THE OTHER PARTY.

8. TERMINATION AND SUSPENSION

We or you may terminate this Agreement at any time, with or without cause, immediately upon notice as provided in this Agreement. Your death, bankruptcy or dissolution will automatically terminate this Agreement.

Upon notice to you, we may suspend your authority to act under this Agreement.

From time to time, we may establish minimum production requirements applicable to this Agreement.

9. NOTICES AND COMMUNICATIONS

All notices and other binding communications under this Agreement shall be deemed to be validly given if sent by mail, by fax, or by email to the other party at the address or numbers of either party as set forth in this Agreement or as subsequently changed in accordance with this Agreement, except as required by law.

10. MISCELLANEOUS PROVISIONS

Certain provisions of this Agreement are emphasized for the convenience of the reader. Nevertheless, all provisions apply equally. The headings and titles of paragraphs contained in this Agreement are for convenience only and have no effect upon the construction or interpretation of any part of this Agreement.

10.1 ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties relating to the sale of the policies. This Agreement, as of its effective date, revokes and supersedes any previous agreement or arrangement between the parties relating to the sale of the policies.

10.2 AMENDMENTS

We will not be bound by any promise, agreement, understanding or representation heretofore or hereafter made unless the same is made by an instrument in writing, signed by one of our officers, which expresses by its terms an intention to modify this Agreement.

10.3 FORBEARANCE

Forbearance or neglect on the part of the Company to insist upon compliance with the terms of this Agreement or the rules and regulations of the Company shall not be construed as or constitute a waiver thereof.

10.4 AGREEMENT NON-ASSIGNABLE

You may not assign this Agreement or any of the rights, authorities and benefits provided hereunder without our prior written consent.

10.5 SEVERABILITY

This is a severable agreement. If any provision of this Agreement would require or permit a party to take action prohibited by applicable federal or state law or prohibit a party from taking action required by applicable federal or state law, then it is the intention of the parties hereto that such provision shall be enforced to the extent permitted under the law, and, in any event, that all other provisions of this Agreement shall remain valid and duly enforceable as if the provision at issue had never been a part of this Agreement.

10.6 INDEPENDENT AGREEMENT

The compensation provided by this Agreement is separate from any compensation or consideration provided under any other agreement you may have with us or with one of our affiliates. Except as set forth in our applicable rules and regulations, your activities under this Agreement will not be taken into account for purposes of any compensation or benefits under any such agreement.

10.7 APPLICABLE LAW

This Agreement shall be construed in accordance with the laws of the State of Florida, without giving effect to principles of conflict of laws.

10.8 SURVIVAL

The following provisions (including all subparts thereof) will survive the termination of this Agreement: Sections 2.3, 3, 3.8, 5, 6, 7, 10.4, 10.5, 10.6, 10.7.

10.9 EXECUTION

This Agreement will be of no force or effect unless countersigned on behalf of the Company by an authorized representative of the Company in the space provided below. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which constitute one and the same instrument.

11. CORPORATIONS; PARTNERSHIPS

The additional provisions set forth below will apply if you are a corporation, partnership, or any entity other than an individual.

11.1 OFFICIAL ACTIONS

You may designate one or more individuals to deal with us on your behalf. Such designation must be made by your board of directors if you are a corporation or by any general partner if you are a partnership. In the absence of a designation, we may (but are not obligated to) deal with your president or any vice president (if you are a corporation) or any general partner (if you are a partnership).

11.2 CHANGES

You agree to inform us of any changes in your legal structure, and of any changes in your officers or partners. You also agree to inform us of any transfer of your stock or partnership interests.

11.3 STATUS

We may, from time to time, require you to provide us with evidence of your continued existence and good standing.

By signing below, you certify that: you are not in violation of the Violent Crime Control and Law Enforcement Act of 1994 (the "1994 Crime Act") if the Company enters into this Agreement with you and that you will immediately advise the Company of any situation that would cause you to be in violation of the 1994 Crime Act. You have read and understand the Company's Code of Professional Conduct and agree to abide by its terms. You agree to foster high standards of ethical behavior and to adhere to the Company's policies and procedures concerning the sale of our insurance products. You acknowledge that you have read and understand this Agreement, and agree to be bound by its terms.

COMPLETE SECTION 1 OR 2 OF THE FOLLOWING:

1. INDIVIDUAL PRODUCER

Printed Name

Signature

E-mail address

Address-Street

City, State, Zip

Note: If completing section 2, the Guaranty portion must be completed in order to process the agreement.

2a. NON-INDIVIDUAL PRODUCER
(Corporation, Agency, etc.)

Name of Entity

Printed Name of Authorized Officer

Signature of Authorized Officer

Title

E-mail address

Address – Street

City, State, Zip

2b. GUARANTY

The undersigned hereby unconditionally guarantees the full and timely payment of any and all indebtedness of the Non-Individual Producer to the Company.

Printed Name of Authorized Officer

Signature of Authorized Officer

Title

Date of Contract

**WESTERN RESERVE LIFE
ASSURANCE CO. OF OHIO**
570 Carillon Parkway
St. Petersburg, FL 33716-1202

Signature

Diane E. Rogers
Vice President

Date of Contract



AUTHORIZATION AGREEMENT FOR DIRECT DEPOSITS (ACH CREDITS)

PLEASE FOLLOW THESE STEPS:

- Complete the authorization form below in its entirety
- Attach a **voided check** (other than a starter check) from your individual or business checking account
- Return **BOTH** the authorization form and your voided check to:

Western Reserve Life	OR	FAX to 727-299-1765
Attn: WRL Compensation MB 335W		Attn: WRL Compensation
PO Box 5068		
Clearwater, FL 33758-5068		

- Keep a copy of this form for your records
- If faxed, please send the completed form and voided check on separate pages

Company Name: Western Reserve Life Assurance Co. of Ohio	
<p>I hereby authorize Western Reserve Life ("WRL") to initiate credit entries to my CHECKING account indicated below at the financial institution ("DEPOSITORY") named below. This authorization will remain in full force and effect until WRL receives written notification of its termination in such time and in such manner as to afford WRL and DEPOSITORY a reasonable opportunity to act on it. All below fields should be completed and N/A should be used for fields that do not apply.</p>	
DEPOSITORY NAME:	BRANCH:
CITY:	STATE & ZIP:
ROUTING NO.:	ACCOUNT NO.:
<p>PLEASE NOTE: For taxing purposes the individual name (and SSN provided) or business entity name (and TIN provided) on this form must agree with the individual or business entity name on the contract held with WRL. Commissions will be paid, on behalf of the contracted individual or business entity, to the bank account information provided above and on the voided check.</p>	
<p><u>(As contracted with WRL):</u> BUSINESS ENTITY OR INDIVIDUAL NAME:</p>	TIN OR SSN:
ADDRESS:	AGENT/BROKER #:
CITY:	STATE & ZIP:
PHONE:	FAX:
EMAIL:	
DATE:	SIGNATURE:

INFORMATION

Execute every line. If not applicable, so indicate.

In consideration of the Insurance Company initiating and/or maintaining one or more Agreements (e.g. Producer, Selling) with the Entity named below, I/We the undersigned, Authorized Persons, certify as follows:

The full title or name of the Entity

Type of Entity: Corporation Partnership Limited Liability Company

If Partnership: General Limited Qualified Retirement Plan Charitable Organization

The date Entity was established

State where Entity was established

Date of last Amendment to Entity's Governing Documents

The Tax Identification Number for the Entity

The Authorized persons may act: Singly Jointly

AUTHORIZED PERSONS

There are no Authorized Person(s) for the Entity other than the undersigned.

I/We agree to inform the Insurance Company in writing, of any amendment to the Entity's Governing Documents, any change in the composition of the Authorized Person(s), or any other event which could materially alter the Certifications made.

The Insurance Company reserves the right to request a copy of the Entity's Governing Documents (e.g. articles of incorporation, bylaws, partnership agreements, operating agreements) and other documents in addition to this executed form when deemed necessary.

The Insurance Company is authorized to accept instruction from those individuals listed below, on behalf of the aforementioned Entity.

I/We hereby certify under penalty of perjury that the undersigned are all the Authorized Person(s). (All Authorized Person(s) must sign. Attach extra page if necessary.)

Should only one person execute this agreement, it shall constitute a representation that the signatory is the sole person authorized to act for the Entity.

Authorized Person

Authorized Person

Address

Address

Phone Number

Phone Number

Authorized Person Signature

Authorized Person Signature

Witness

Witness

Date

Date

