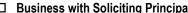
# PROTECTIVE LIFE PRODUCER APPOINTMENT KIT

PRODUCER:		DATE:	_20
PHONE:	EMAIL:		
•	tached packet and sign ir , please attach the follow	-	. When all
[ ] A copy of you	ır current state license		
[ ] A copy of you	ır current E&O		
[ ] A 'voided' ch	eck to be used for the EFT	of your commissions	
WHEN YOU HAVE THIS ONE OF THE FOLLOWII	PACKET COMPLETE – P NG;	PLEASE SEND IT TO US	3 USING
<u>Email</u> :	contracts@donboozer.	<u>com</u>	
<u>Fax</u> :	940-315-8434		
<u>Snail Mail</u> :	Don Boozer & Associates 2524 Lillian Miller Parkwa Suite 115 Denton TX 76210		
Phone:	1-800-543-0886		
Notes:			

Must Wait States: GA, NC, PA, UT, WA In these states we much get you appointed before you can submit your application.

Type of Contract: (choose one)





# **Agent Application**

First Name/Middle Name/Last Name	Preferred Name		Birth Date (mm/dd/yyyy)	Place of Birth			
Social Security No.		Gender: □ Male □ Female					
If this application is for a Corporation, please supply Ta	Spouse						
	Designations:						
Email Address (Mandatory)		□ CLU □ Ch	FC □ CFP □ MDRT	□ NQA □ Other			
If Soliciting Agent, Pay Commissions To:							
Business Name (If Applicable)		Business Type (	(Inc., Sole Proprietor,	Partnership):			
Business Mailing Address		Business Street Address (If Different)					
Street / P.O. Box		Street / P.O. Box					
Suite		Suite					
City State Zip		City State Zip					
Residence		Residence Phor					
Street / P.O. Box		Business Phone					
Suite							
		Business 800 Number					
City State Zip							
What is your target market?		Business Fax N	umber				
☐ Middle ☐ Upper Middle ☐ Other	ther						
How many years have you been licensed?							

PL- Agent Application 08/2011

Read carefully and please answer the following: If any changes occur after the date of this application, please notify Protective Life immediately. □ lagree 1. Have you ever been or are you currently contracted with Protective Life Insurance Company? ☐ Yes □ No 2. Do you hold a Securities license? ☐ Yes □ No If "Yes", please provide your Broker/Dealer name. 3. May Protective Life publicize your name and photo in Company publications? ☐ Yes □ No 4. Is your agency owned by a bank or credit union or will sales of the life or annuity products be transacted in a bank or credit union? ☐ Yes □ No If "Yes", please explain. 5. Are you currently, or have you ever been a party to a lawsuit, arbitration or other legal or judicial proceeding? ☐ Yes □ No If "Yes", please explain. 6. Have you ever had an insurance license denied, revoked or suspended? □ Yes If "Yes", please explain. 7. Are you currently being investigated or have you ever had any disciplinary action taken against you or terminated other than for lack of production by another insurance company, a state insurance department, the NASD, SEC or any other regulatory authority? ☐ Yes □ No If "Yes", please explain.

PL- Agent Application 08/2011

В.	another insurance company?  □ Yes □ No  If "Yes", please explain.
9.	Have you ever been convicted of (or plead no contest to) a felony or misdemeanor?  *The Federal Violent Crime Control & Law Enforcement Act of 1994 prevents people who have been convicted of a felony from participating in the business of insurance.  □ Yes □ No  If "Yes", please explain.
10.	Have you ever had a claim against your errors and omissions policy?  ☐ Yes ☐ No
	If "Yes", please explain.
11.	Have you had a complaint filed against you in the past ten years that resulted in a fine or penalty, censure, cease and desist order, or consent order?  ☐ Yes ☐ No  If "Yes", please explain.
12.	Have you completed Anti-Money Laundering in the past 24 months?  ☐ Yes ☐ No  If Yes, with whom? Please attach certificate if other than LIMRA.
	Weekly Direct Deposit for Commissions: (Preferred method) Yes No If Yes, complete the PL-DIR-DEP 08/2011 form and attach. (Producers not on Direct Deposit will be sent a check only at month end. A minimum commissions payable amount of \$100 is required before a check will be sent.)
	Errors & Omissions Coverage
	Carrier Name:
	Liability Amount:Policy Number:
	Policy Effective Date:Policy Expiration Date:

agree to provide evidence of such coverage to the Company when requested. Failure to maintain adequate Errors and Omissions coverage may result in the suspension or termination of this Agreement.

I attest I will maintain Errors and Omissions insurance with a liability limit of \$1,000,000 or greater. I also

PL- Agent Application 08/2011



### **Authorization and Certification of Statements**

I hereby apply to Protective Life Insurance Company ("Protective") to sell life and other insurance products. If this application is accepted, I agree to solicit business for Protective in accordance with the terms of the Independent Agent Agreement or the Independent Soliciting Agent Agreement, the terms of which are incorporated into this application by reference. I agree Protective has no obligation to approve this application and I release Protective from all liability if it does not contract me. I agree to take all steps reasonably necessary to become and remain knowledgeable about all Protective products that I sell. I agree not to solicit business for Protective until I am properly licensed and/or appointed, unless allowed by law to do so in a given state.

Protective is committed to providing customer-focused service founded on our three preeminent values of Quality, Serving People, and Growth. Protective expects you to follow in the ethical conduct of business. Protective has also committed itself to uphold the ACLI Market Conduct Principles listed below. Your signature below indicates your agreement to read and follow Protective's guidelines and the ACLI Market Conduct Principles. I further agree to follow the guidelines outlined in the Ethical Market Conduct Guidelines which are included in the complete contract packet.

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

I hereby certify that the statements contained in the Application are true and complete to the best of my knowledge and belief. I understand that any false statement on the application may be considered as sufficient cause for rejection of this application or for termination if such statement is later discovered to be false.

I authorize Protective to obtain background information about me that includes, but is not limited to: a credit report, criminal background report, a report of debit balances with other insurance carriers, and a report of state, federal disciplinary actions against me. I understand that Protective will use this information to determine my suitability to represent Protective.

Information furnished in this application or derived from other sources may be shared with individuals and entities involved in your recruitment to Protective. I understand that background information gathered about me will not be shared with me, and that in the event my application is denied, I may request copies of my background information provided to Protective by reporting agencies directly from those agencies.

I agree that authorizations granted herein will continue as long as I am contracted with Protective.

I understand that the Independent Agent Agreement/Independent Soliciting Agent Agreement contains a binding arbitration provision that may be enforced by the parties, and that by signing below I am giving up any rights I may possess to have any dispute under this application and Independent Agent soliciting agreement litigated in a court or jury trial.

	X
Date	Applicant Signature



### **COMMISSION DIRECT DEPOSIT**

For Business or Individuals receiving commission, please complete this form.

With Protective Life's Commission Direct Deposit, your commission earnings will be deposited directly into the account specified below.

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

Please complete this form and return it to the following address: (Soliciting Agents should not complete this form.)

Protective Life Insurance Company Commission Service Department E-mail: plbcontracting@protective.com Fax: (205) 268-3169

#### **Commission Direct Deposit Authorization**

I authorize Protective Life Insurance Comparentry made in error to the account listed below		initiate, if necessary, a debi	t entry for any credit
Financial Institution Name		Account Number	
Routing Number			
Your Signature	Print Name		 Date



# Request for Taxpayer Identification Number and Certification

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

internal	i i ic vci	ide del vide									
	Nam	e (as shown on your income tax return)	_				_				
ge 2.	Busi	ness name/disregarded entity name, if different from above									
Print or type See Specific Instructions on page		ck appropriate box for federal tax sification (required): Individual/sole proprietor C Corporation S Corporation	☐ Pa	artnershi	р	] Trus	st/estate	e			
Print or type Instructions		Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partners	ship) ► 						Exem	pt pa	yee
i i	Ιп	Other (see instructions) ▶									
l Decific	Addı	ress (number, street, and apt. or suite no.)	Reques	ter's nar	ne and	d add	ress (op	tiona	)		
See <b>S</b>	City,	state, and ZIP code									
	List	account number(s) here (optional)									
Par	t I	Taxpayer Identification Number (TIN)									
Enter	your <sup>·</sup>	TIN in the appropriate box. The TIN provided must match the name given on the "Name"	' line	Social	secu	rity n	umber				
reside	ent ali	ckup withholding. For individuals, this is your social security number (SSN). However, for en, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other s your employer identification number (EIN). If you do not have a number, see <i>How to ge</i> i				-[		_			
TIN or											_
		account is in more than one name, see the chart on page 4 for guidelines on whose		Emplo	yer id	entifi	cation	numb	er		_
numb	er to	enter.			-						
Par	t II	Certification							•		
Under	r pena	alties of perjury, I certify that:									
1. Th	e nun	nber shown on this form is my correct taxpayer identification number (or I am waiting for	a numb	er to b	e issu	ied to	o me), a	and			
Se	rvice	subject to backup withholding because: (a) I am exempt from backup withholding, or (b) (IRS) that I am subject to backup withholding as a result of a failure to report all interest or subject to backup withholding, and									
3. I aı	m a L	J.S. citizen or other U.S. person (defined below).									
interes genera instruc	ise yo st pai ally, p ctions	on instructions. You must cross out item 2 above if you have been notified by the IRS the bulk have failed to report all interest and dividends on your tax return. For real estate transact, acquisition or abandonment of secured property, cancellation of debt, contributions to busyments other than interest and dividends, you are not required to sign the certification, is on page 4.	actions, o an ind	item 2 ividual	does retire	not a ment	apply. t arranç	For n geme	nortgaç nt (IRA	ge N), an	d
Sign Here		Signature of U.S. person ▶ Da	te ►								

#### **General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

#### **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.

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. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**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.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



# AGENT COMMISSION SCHEDULE UNIVERSAL LIFE PLANS

## For Policies With Application Signed Date On Or After January 1, 2013

## **NEW SALES**

BASE PLAN	ISSUE AGE RULES	FIRST YEAR COMMISSION See Special Rule 1 & 2	RENEWAL COMMISSION 2nd - 10th Policy Years See Special Rule 2 & 3	SERVICE FEE 11th Policy Year and After See Special Rule 3
Protective Advantage Choice UL	В	90.00% of Stipulated Annual Premium up to Target Premium plus 2.00% of Excess Premium over Target Premium	1.50% of Each Premium Paid	1.00% of Each Premium Paid
Protective Custom Choice UL Lifetime	В	90.00% of Stipulated Annual Premium up to Target Premium plus 2.00% of Excess Premium over Target Premium	1.50% of Each Premium Paid	1.00% of Each Premium Paid
Protective Custom Choice UL 10 Year	В	70.00% of Stipulated Annual Premium up to Target Premium plus 1.00% of Excess Premium over Target Premium	0% of Each Premium Paid	0% of Each Premium Paid
Protective Custom Choice UL 15 Year	В	80.00% of Stipulated Annual Premium up to Target Premium plus 1.00% of Excess Premium over Target Premium	0% of Each Premium Paid	0% of Each Premium Paid
Protective Custom Choice UL 20 Year	В	85.00% of Stipulated Annual Premium up to Target Premium plus 1.00% of Excess Premium over Target Premium	0% of Each Premium Paid	0% of Each Premium Paid
Protective Custom Choice UL 25 Year	В	85.00% of Stipulated Annual Premium up to Target Premium plus 1.00% of Excess Premium over Target Premium	0% of Each Premium Paid	0% of Each Premium Paid
Protective Custom Choice UL 30 Year	В	85.00% of Stipulated Annual Premium up to Target Premium plus 1.00% of Excess Premium over Target Premium	0% of Each Premium Paid	0% of Each Premium Paid
Protective Survivor UL	В	90.00% of Stipulated Annual Premium up to Target Premium plus 1.50% of Excess Premium over Target Premium	1.00% of Each Premium Paid	0% of Each Premium Paid
Protective ProClassic UL	В	90.00% of Stipulated Annual Premium up to Target Premium plus 4.00% of Excess Premium over Target Premium	4.00% of Each Premium Paid	1.00% of Each Premium Paid

BASE PLAN	ISSUE AGE RULES	FIRST YEAR COMMISSION See Special Rule 1 & 2	RENEWAL COMMISSION 2nd thru 5th Policy Year See Special Rule 2 & 3	RENEWAL COMMISSION 6th thru 10th Policy Year See Special Rule 2 & 3	RENEWAL COMMISSION 11th Policy Year and After See Special Rule 2 & 3
Protective ProClassic UL With Enhanced Cash Surrender Value	В	45.00% of Stipulated Annual Premium up to Target Premium plus 1.50% of Excess Premium over Target Premium	10.00% of Stipulated Annual Premium up to Target Premium plus 1.50% of Excess Premium over Target Premium	1.50% of Stipulated Annual Premium up to Target Premium plus 1.50% of Excess Premium over Target Premium	0% of Stipulated Annual Premium up to Target Premium plus 0% of Excess Premium over Target Premium

#### Issue Age Rules:

- A If the issue age is 66 or over, commissions will be based on the target premium for issue age 65.
- B Full target commissions will be paid on all issue ages.

#### **SPECIAL RULES - ALL UNIVERSAL LIFE PLANS**

- 1. No commissions will be paid on permanent or Temporary Flat Extra premiums.
- 2. First year and renewal commissions for table rated policies will be paid on the policy's target premium subject to the age rules listed above on this commission schedule. The difference between the commissionable target premium and the "actual" target premium will be used to determine excess premium commissions. If issue age is 66 or greater, commissions on a table rating attached to a CIR will be based on the target premium for issue age 65.
- 3. No renewal or service fee percent of premium commission will be paid at attained age (joint equal age) 100 and thereafter for all Universal Life products.
- 4. All commissions on Unloaned Policy Value and Average Monthly 1035 Loan Balance will be paid at the end of the policy year.

#### **RIDERS AND BENEFITS - UNIVERSAL LIFE**

First Year Commissions on Riders (CIR, Family Term, Children's Term) and Benefits (Disability, ADB, PIR) will be paid on the Commissionable Target Premium for that rider.

Commissionable Target Premium is based on the issue age of the base plan. The Commissions paid will be at the same rate as the policy to which they are attached.

If issue age is 66 or greater, CIR commissions will be based on the target premium for issue age 65.

First Year Commission on Guaranteed Insurability Riders (GIR) and Flexible Coverage Rider (FCR) will be paid at excess commission rates.

#### **ADDITIONS TO EXISTING PLANS**

#### **INCREASES**

Commissions on increases for Non-Target premium plans will be based on an amount per \$1,000 of increase in the Specified Amount over the previous highest specified amount on the policy. The amount per \$1,000 of increase will be determined by the plan of insurance on which the increase is being made.

Commissions on increases for Target Premium plans are based on increases in annual target premium. Increases are fully commissioned provided the target premium is increased to cover the new addition at the time the increase is made. The premium which is received is pro rated between the original coverage and the increase, and first year commission is only paid on the pro rata part of the premium applied to the increase. [For example, if a policy is increased from \$100,000 to \$150,000, the original coverage is two-thirds and the increase is one-third. If the insured does not increase the target premium and continues paying \$100.00 per month, two-thirds (\$66.67) is applied toward the base policy and one-third (\$33.33) is applied toward the increase. The agent would receive a renewal commission on \$66.67 and a first year commission on \$33.33.]

Commissions on increases will be based on the original issue age of the insured.

#### **RIDERS AND BENEFITS**

If a Supplemental Benefit such as PIR, Disability Benefit, ADB is added to a Universal Life policy after issue, commissions on the Benefit will be at the rate being paid on the base policy at the time the Benefit is added. If a Benefit is added after the policy is out of the first year, only renewal rate commissions will be paid on the benefit. If it is added during the first policy year, first year commissions will be paid on the Benefit for the remainder of the first policy year.

If a Family Term Rider, Children's Term Rider or Covered Insured Rider is added to a Universal Life policy after issue, first year commissions will be paid on this coverage, provided the target premium is increased.

#### **COMMISSION CHARGEBACKS**

If a policy is terminated as a result of the "free look" provision, 100% of any commissions paid will be charged back.

In the event a fixed life insurance policy shall terminate within six months from the date of issue, the full compensation paid thereon shall be charged back. In the event a termination takes place after the sixth month and before the thirteenth month after the date of issue, fifty percent of the compensation will be charged back.

\*In the event that a Protective ProClassic UL with Enhanced Cash Surrender Value insurance policy shall terminate within twenty-four months from the date of issue, 100% of the compensation paid thereon shall be charged back. In the event a termination takes place after the twenty-fourth month and before the thirty-sixth month after the date of issue, 50% of the compensation will be charged back.

If a face amount or rider benefit is decreased or discontinued within six months from the date of issue or increase, 100% of the commissions attributable to that decrease or discontinuation will be charged back. If a face amount or rider benefit is decreased or discontinued after the sixth month and before the thirteenth month from the date of issue or increase, 50% of the commissions attributable to that decrease or discontinuation will be charged back.

#### **GENERAL PROVISIONS**

- Commissions on policy changes, exchanges, term conversions, PIR options or similar activities will be paid in accordance with Company rules and procedures in effect at the time the transaction occurs. Please see the Policy Revisions Manual for detailed commission information.
- An agent who causes an orphan policyholder to reinstate a lapsed policy will receive the renewal commissions
  and any first year commissions to which any agent would have been entitled. (However, where annualization of
  first year commissions has already occurred, we will not pay two first year commissions. Therefore, the only
  commissions to which the reinstating agent would be entitled would be renewal commissions.)
- 3. The Company has the right to modify the commission which otherwise would be payable on any portions of insurance reinsured.
- 4. First year, renewal, or service commissions are not payable on any policy in effect under one of the non-forfeiture options.
- 5. For any policy not included in this Schedule, the commission will be as determined by the Company.



# AGENT COMMISSION SCHEDULE WHOLE LIFE AND TERM LIFE PLANS For Policies With Application Signed Date On Or After January 1, 2013

All Commissions, Renewal Commissions and Service Fees are subject to the provisions and terms of your Agent Agreement.

#### **NEW SALES**

BASE PLAN/BAND	FIRST YEAR	RENEWAL COMMISSION 2ND - 10TH POLICY YEAR	SERVICE FEE 11TH POLICY YEAR & AFTER
HeritageGuardSingle Premium Whole Life Issue Ages 45-80	7.50% of Premium	0% of Premium	0% of Premium
HeritageGuardSingle Premium Whole Life Issue Ages 81-85	3.75% of Premium	0% of Premium	0% of Premium
Non-Par Whole Life	90.00% of Premium	8.00% of Premium	3.00% of Premium
Protective CRITICAL answer SM	75.00% of Premium	4.00% of Premium	2.00% of Premium
Protective Survivorship Term 10	75.00% of Premium	0% of Premium	0% of Premium
Protective Survivorship Term 20	90.00% of Premium	0% of Premium	0% of Premium
Protective Survivorship Term 30	95.00% of Premium	0% of Premium	0% of Premium

#### **SPECIAL RULES**

- 1. No commission is paid on Permanent or Temporary Flat Extra Premiums.
- First year commissions will be paid on the premium charged for a Table Rating at the same rate as the
  policy to which it is attached. Renewal commissions will be paid at the same rate and on the same basis
  as the policy to which it is attached.
- 3. The policy fee is not commissionable for the Protective CRITICAL answer<sup>SM</sup> products.
- 4. No commission is paid on Guaranteed Insurability Riders (GIR) or Flexible Coverage Rider (FCR) premiums.

#### **RIDERS AND BENEFITS**

First year commissions on riders (Family Term, Children's Term) and benefits (WP, ADB) will be paid at the same rate as the policy to which they are attached and will be paid on the premium charged for each rider or benefit. Renewal commissions will be paid at the same rate and on the same basis as the policy to which they are attached.

When these riders or benefits are added to a policy already in force, the same rate of commission as is then being paid on the policy to which they are attached will apply to the premium for the additional rider or benefit. (For example, if a Waiver of Premium or Family Term Rider is added after the first policy year, only renewal commissions will be paid.)

#### **COMMISSION CHARGEBACKS**

If a policy is terminated as a result of the "free look" provision, 100% of any commissions paid will be charged back.

In the event a fixed life insurance policy shall terminate within six months from the date of issue, the full compensation paid thereon shall be charged back. In the event a termination takes place after the sixth month and before the thirteenth month after the date of issue, fifty percent of the compensation will be charged back.

If a face amount or rider benefit is decreased or discontinued within six months from the date of issue or increase, 100% of the commissions attributable to that decrease or discontinuation will be charged back. If a face amount or rider benefit is decreased or discontinued after the sixth month and before the thirteenth month from the date of issue or increase, 50% of the commissions attributable to that decrease or discontinuation will be charged back.

#### **GENERAL PROVISIONS**

- Commissions on policy changes, exchanges, term conversions, PIR/GIR options, or similar activities will be paid in accordance with Company rules and procedures in effect at the time the transaction occurs. Please see the Policy Revisions Manual for detailed commission information.
- 2. An agent who causes an orphan policyholder to reinstate a lapsed policy will receive the renewal commissions and any first year commissions to which any agent would have been entitled. (However, where annualization of first year commissions has already occurred, we will not pay two first year commissions. Therefore, the only commissions to which the reinstating agent would be entitled would be renewal commissions.)
- The Company has the right to modify the commission which otherwise would be payable on any portions of insurance reinsured.
- 4. First year, renewal, or service commissions are not payable on any policy in effect under one of the nonforfeiture options.
- 5. For any policy not included in this Schedule, the commission will be as determined by the Company.