

CONTRACTING DOCUMENT

Please complete the attached document with all requested information. Also, write the information clearly so that we may read it.

Once complete please return to:
agency@tbc-mail.com

Producer and Agency Data Sheet

A. General Information

Name (as appears on license):

Gender: Male Female

Social Security Number:

Date of Birth:

Business Address:

City:

County:

State:

Zip Code:

Business Phone:

Business Fax:

Email:

Website

Current Resident Address:

City:

County:

State:

Zip Code:

Residence Phone:

Cell Phone:

B. Licensing Information

(Producer must have an active license in the state in which he/she is appointed. Attach a copy of your Producer license and the Agency license if applicable.)

List states to be appointed:

Agent will be billed for all resident & nonresident appointment fees.

Resident License #:

License State:

Non Resident License #:

License State:

License #:

License State:

License #:

License State:


License type: Individual Agency

License Lines: Life

Accident & Health

Primary Markets:

Years in Insurance Sales:

Are you the principal of an agency where appointment is needed?  Yes No

Agency Name:

Agency Tax ID:

Address:

Street

City

State

Zip Code

Agency Resident License Number:

Agency Resident License State:

C. Request Advanced Commissions

Yes

No

D. Producer's Statements

- | | | |
|---|-----|----|
| 1. Have you ever plead nolo contendere (no contest) or been found guilty of a felony? | Yes | No |
| If said felony conviction was related to dishonesty or breach of trust, have you received, subsequent to such conviction, written consent from an authorized insurance regulator that you may be employed in the insurance industry? If yes, attach a copy of such consent. | | |
| 2. Have you ever plead nolo contendere (no contest) or been found guilty of a misdemeanor other than a traffic violation? | Yes | No |
| 3. Are you now, or have you ever been, party to a legal hearing (including lawsuits initiated by private or government parties) related to your business affairs? | Yes | No |
| 4. Are you now, or have you ever been, under sanction in any manner, or a party to regulatory agency investigation relating to your business affairs? | Yes | No |
| 5. Are you indebted to any insurance company, or does any insurance company claim you owe them a debt? | Yes | No |
| 6. Are you now, or have you ever been, a party to an allegation of the misappropriation of money, funds, premiums, or other property? | Yes | No |
| 7. Has any contract that you held with any insurance companies been terminated for cause (not including productivity)? | Yes | No |
| 8. Has any policy or application for errors and omissions insurance on your behalf ever been declined, cancelled, or renewal refused? | Yes | No |
| 9. Have you ever had any of the following: sought protection from creditors, declared bankruptcy, been subject to an assignment for the benefit of creditors, had a lien or judgment, had a creditor charge off an account/payables as bad debt or uncollectible, or had any other problems in your credit history? | Yes | No |
| 10. Are you under any legal order/judgment to make monetary payments to another person or business entity or have you ever had your wages garnished? | Yes | No |

If you answered "YES" to any of the questions above, please provide a detailed explanation. If needed, please attach additional information in a separate document:

I hereby represent and warrant to 5Star Life Insurance Company ("5Star Life") that the execution by me of an agency contract with 5Star Life will, in no manner, breach or violate any existing contractual relationship between me and any other party or entity. Under penalties of perjury, I certify that the number shown on this form is my correct taxpayer identification number. This form authorizes any individual or company to give 5Star Life, or its authorized representative, any and all information with reference to my character, credit, business reputation, criminal records, employment history, and I release said individual or company from any and all liability whatsoever which results, or might result, from the disclosure of such information. A photocopy of this authorization shall be as effective as the original.

Entering my name below constitutes my digital signature, and is intended by me to have legally binding effect. By signing in this manner, I am certifying that the statements contained in this application are true and correct to the best of my knowledge and belief. I understand that any false statements on this application may be considered sufficient cause for rejection of this application or for termination if such false statement is discovered subsequently.

Signature:

Date:

I have reviewed this agent's background information and recommend him/her for contracting.

Regional Director / IMO Signature:

Producer Contract and Schedule of Commission

This contract is effective _____ mm/dd/yy, is by and between 5Star LIFE INSURANCE COMPANY, Alexandria, VA, and _____, Producer. In this contract the Producer will be referred to as "you" or "your" and 5Star Life Insurance Company will be referred to as "Company," "us," "we," or "our." It is agreed by the parties as follows:

1. PRIOR CONTRACT. The execution of this contract terminates and renders void all prior agency contracts for life insurance made between you and us, except that it shall not be construed to affect or impair (a) any claim by you against us for compensation provided for in such contracts on business heretofore written and (b) any debts, claims, or liens of any kind, whether for money or otherwise, by us against you under any such contract.

2. INDEPENDENT CONTRACTOR. You are an independent contractor and nothing in this contract shall be construed to create the relationship of principal and agent or master and servant or employer and employee. You warrant that you are duly deemed by each jurisdiction in which you conduct the business of insurance and appointed by the Company as its insurance producer. This contract is expressly contingent on you maintaining such license and appointment, including taking training required of appointed, licensed insurance producers.

3. APPOINTMENT. We appoint you personally and through your producers to procure applications for life insurance contracts as are issued by us subject to our Rules and Regulations. You and your producers agree to abide by our Rules and Regulations now or hereinafter in force, which Rules and Regulations shall constitute a part of this contract.

4. PRODUCERS. Your producers include: (a) producers and brokers assigned to you by us and (b) producers and brokers appointed by you and subject to the terms of this contract, provided you maintain a valid license and appointment as our producer in each state in which you appoint any such producers. Each producer whom you appoint must execute a written contract directly with us, and such contract shall be effective only when also executed by us. You have no authority to modify or amend any part of such contract. Although we may be required to appoint a person on our behalf in a particular state, such appointment shall not affect the fact that he/she is actually your producer. We reserve the following rights at our discretion without liability to you:

- (a) to refuse to contract with any proposed producer and
- (b) to terminate the contract of any of your producers with or without cause.

5. AUTHORITY. Your right, power, or authority on our behalf shall exist only as expressly stated in this contract. No right, power, or authority shall be implied either from the grant or denial of powers specifically mentioned herein or the failure to mention any right or power herein. You agree that you and your producers are without authority to do or perform and expressly agree not to do or perform the following acts on our behalf: (a) incur any indebtedness or liability; (b) make, alter, or discharge contracts; (c) waive forfeitures; (d) quote rates other than as quoted by us; (e) extend the time for payment of any premium; (f) waive premium in cash; (g) guarantee dividends; (h) deliver any policy certificate more than thirty (30) days after issuance by us; or (i) deliver any policy unless the applicant is in the health described in the application and in good health. Further, you agree that you and your producers shall not: (j) violate the insurance laws of any state in which you may be soliciting applications for insurance; (k) withhold any of our, the policyholder's, prospective policyholder's, or applicant's monies or property; (l) rebate or offer to rebate all or any part of a premium on our insurance policies; (m) induce or attempt to induce any of our policyholders to discontinue payment of premiums or to relinquish any insurance policy; (n) induce or attempt to induce any of our producers or brokers to leave our service; (o) perpetrate any fraud against us, our policyholders, prospective policyholders, or applicants; or (p) violate any Company rule or requirement or any legal obligations that pertains to your activity or status as an insurance producer. In the event unauthorized act (j),(k), (l), (m), (n), (o), or (p) shall occur, whether before or after termination of this contract, our obligation to pay commissions and any other compensation under this contract and any other contract with you shall cease and terminate immediately, without any waiver of our right to recover other damages as a result of such unauthorized act.

We reserve the right to:

- i. reject applications;
- ii. limit the amount or type of life insurance products offered to you;
- iii. require higher premiums than applied for;
- iv. unilaterally adjust, modify or exchange any and all terms of this Contract, including provisions for commissions, and/or compensation schedules of any kind;
- v. withdraw or alter existing coverage forms;
- vi. introduce new policies or procedures;
- vii. establish agencies and/or appoint representatives within the city and/or state in which you are licensed.

6. MONIES. All monies collected, received, or which otherwise come into the control of you or your producers, which belong to us, our policyholders, prospective policyholders, or applicants shall be securely held, and shall not be used for any personal or other purposes whatsoever, but shall be immediately paid over to us. You guarantee the payment to us of all monies intended for or owing to us, our policyholders, prospective policyholders, or applicants that are collected, received, or otherwise come into the control of you or your producers.

7. COMMISSIONS. You shall be paid commissions on premiums paid to and received by us, as set out in the Schedule of Commission accompanying and forming a part of this contract. the Company may, at any time, terminate or amend any Schedule of Commission, or issue a new Schedule of Commission. Any new or amended Schedule of Commission will be subject to the terms and conditions of this contract, and will apply only to coverage for which applications are written on or after the effective date of said new or amended Schedule of Commission. the Company will make available to you any new or amended Schedule of Commission by posting it on your producer website. Your commissions shall be reduced by the amount of any commissions to which your agents are entitled whether we pay such commissions to the producers or to third parties. Commissions shall be payable hereunder only in accordance with our Rules and Regulations and shall not be allowed on premiums waived or commuted by reason of death, disability, or exercise of coverage options. Commissions that become payable shall be paid to you, your executors, administrators, or assigns; however, neither this contract nor any benefits to accrue hereunder shall be assigned nor transferred, either in whole or in part, without our written consent.

The ~~Company~~ reserves the right to withhold commissions payable, at its sole discretion, in certain circumstances. Such circumstances could include, but are not limited to, situations in which the possibility for a large amount of chargebacks or lapses exists, and a possible shortfall of commissions earned to pay for such chargebacks.

8. DISPUTED COMMISSIONS. In all cases where your claim to commissions is disputed for any reason, we shall have the right to decide and settle the dispute, and our decision shall be binding and conclusive.

9. FIRST YEAR AND RENEWAL COMMISSIONS. First year and renewal commissions are subject to the following modifications:

- (a) commissions for conversion of term policies or changes from one form of insurance to another (whether issued originally by this or a prior or predecessor company), or
- (b) commissions for the rewriting or replacement of policies (whether issued originally by this or a prior or predecessor company), are not covered by this contract but may be quoted upon request to us and may be changed from time-to-time or eliminated by us in our sole discretion; and (c) if a policy is reinsured, we may modify the rate of first year and renewal commissions and the period for which renewals will be paid.

10. TERMINATION. Either party may terminate this contract by giving the other party fifteen (15) days' written notice to such party's last known address. This contract shall terminate immediately in the event of (a) your death, (b) your breach of any provision of this contract, or (c) our withdrawal from the territories where you are licensed. Such termination shall not impair your right to receive commissions on policies previously procured except as provided in this contract. After termination of this contract, all debts hereunder are due and payable immediately without further notice or demand. In addition, if we terminate this contract because of your breach of any provision of this contract, such termination will be a t"ermination for cause."

11. COMMISSIONS AFTER TERMINATION. After termination of this contract you shall not be entitled to receive commissions hereunder unless all debts are fully repaid by you to us within thirty (30) days from the date such debts are due. Commissions payable hereunder after the termination of this contract shall be payable only so long as such commissions exceed \$300. If such commissions are less than \$300 during any calendar year, no further commissions will be paid to you after the end of the calendar year.

12. RESERVATIONS. We reserve the following rights at our discretion without liability to you: (a) to change commissions on any policy form or rider upon furnishing notice to you, but such change shall not affect applications received by us prior to such notice, (b) to withdraw any policy forms, (c) to change our premium rates, (d) to reject applications for insurance without specifying cause, and (e) to adopt rules and practices from time to time relating to any matter not otherwise covered in this contract.

13. ADVERTISING. You and your producers shall not issue or authorize any advertisement, circular, news release, or other communication using our name or our product names (whether written, oral, audio, or visual) without prior written approval by us.

14. LEGAL ACTION AND INDEMNITY. You agree to defend, indemnify, and hold harmless the Company, its directors, employees, officers, shareholders, parents, subsidiaries, affiliated companies, predecessors, successors, assigns, producers, servants, and all others associated with its interests (collectively referred to in this paragraph as "the COMPANY"), for any claim, lawsuit, regulatory, administrative, or legal action or proceeding brought against the COMPANY arising from or relating to your activity or status as an agent for 5Star LIFE. You agree that your defense obligation under this paragraph includes your agreement to pay for all expenses of any regulatory, administrative, or legal action, or any combination thereof, initiated by or against us and arising from or relating to your status as an agent for the Company. **YOU AGREE THAT YOUR DUTY TO DEFEND AND INDEMNIFY COMPANY IS WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF, INCLUDING, IN WHOLE OR IN PART, PREEXISTING CONDITIONS, STRICT LIABILITY, REGULATORY LIABILITY, STATUTORY LIABILITY, BREACH OF WARRANTY (EXPRESS OR IMPLIED), ANY THEORY OF TORT, ANY THEORY OF BREACH OF CONTRACT, ANY THEORY OF DECEPTIVE TRADE PRACTICES, ANY AGENCY THEORY, OR ANY THEORY OF NEGLIGENCE OF ANY PARTY, INCLUDING THE NEGLIGENCE OF THE COMPANY AND/OR YOUR NEGLIGENCE, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR MALICE RELATING TO YOUR ACTIVITY OR STATUS AS A PRODUCER FOR THE COMPANY.** You further agree that all expenses of the COMPANY'S defense will be borne by you, but that the COMPANY will have the right to choose its own counsel and direct its own defense at your expense. You agree not to institute any regulatory, administrative, or legal proceeding on our behalf without our written approval. You further agree that this defense and indemnity agreement complies with Virginia law, and that you will never contend that this agreement does not satisfy Virginia law concerning indemnity agreements. You further agree that this defense and indemnity agreement shall be construed under the laws of the state of Virginia. Notwithstanding anything to the contrary in this paragraph, the COMPANY shall not demand from you any amount that may be recovered against the COMPANY in any action, and any attorney's fees and other expenses that may have been paid by the COMPANY therein, in any case where the COMPANY determines you were not at fault and should not be held responsible.

15. ADVANCEMENTS, COMMISSION FORFEITURE, AND DEBTS. Any sums that may be advanced to you or your producers by reason of our practice to advance against future commission earnings or for any other reason shall be and become a debt from you to us, due and payable on demand. You shall also be liable for any claims we may have against you or your producers, or both, and such claims shall be considered a debt payable on demand. All debts shall bear interest at the highest rate permitted by law. We shall have a first lien on all compensation payable hereunder or any supplement or amendment hereto for any debt due us from you, and we may at any time deduct from any monies due you under this contract, or from any other source, any debts due from you to us. We have the right to demand that any debts be paid by you at any time. In the event we shall, either during the continuance of this agreement or after its termination, refund premiums under any policy certificate for any reason, you shall forfeit all rights to compensation on said policy certificate and immediately repay us on demand the amount of commissions received on the premiums so refunded. You agree to pay any collection fees that we may incur in collecting all debts due from you to us, including reasonable attorney's fees and court costs.

COMMSCHED I R 0210

16. NON-WAIVER. Forbearance or negligence by us to insist upon compliance by you with the terms and provisions in this contract shall not be construed as or constitute a waiver thereof.

17. CONSTRUCTION, MODIFICATION, AND VENUE. This contract shall be governed by and construed in accordance with the laws of the commonwealth of Virginia. All parties agree that any possible ambiguity found in the terms, provisions, and/or construction of this contract shall not be construed against the drafter of this contract. All agreements between the parties are contained in this contract, and no modification of this contract shall be binding on either party unless made in writing in accordance with our policy and procedure. Any suit arising out of this contract shall be instituted in Fairfax County, Virginia and tried under Virginia law. Unless otherwise provided, all matters to be performed under this contract shall be performable at our offices in Alexandria, Virginia. Any amount due to either party under this contract shall be payable at our offices in Alexandria, Virginia.

18. SEVERABILITY AND SURVIVAL. In the event that any court of competent jurisdiction shall hold any provision or clause of this contract to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

EXECUTED as of the date first written above.

Acknowledged, Accepted, and Agreed to: **5Star LIFE INSURANCE COMPANY**

Producer

5Star Life Insurance Company

Signature:

Signature:

Date:

Date:

Regional Director / IMO

Signature:

Date:



EFT Form

5 Star Life Insurance Company is pleased to offer you the convenience of electronic funds transfers (EFT) for your commission payments. Commissions payable to you can be automatically deposited to your bank or savings account.

Your commissions will begin to be automatically transferred to the designated bank/savings account after a pre-note testing period.

Be sure to attach a copy of a voided check from your checking account (or a deposit slip from your savings account) after you have completed this form. If you are unable to attach, you may fax to 720-294-6421.

I hereby authorize 5 Star Life Insurance Company to electronically deposit into my checking/savings account all commission payments that are payable to me. I authorize 5 Star Life Insurance Company to electronically deduct from my checking/savings account, as a correcting adjustment, any deposits it may electronically transmit to my checking/savings account in error. This authority remains in force until 5 Star Life Insurance Company receives written notice from me

terminating this service or notice from me changing the account information for this service.

I agree to provide written notice to 5 Star Life Insurance Company of any bank/savings account information changes prior to their effective date so that 5 Star Life Insurance Company can act on them before the next commission payment is due me. I understand that 5 Star Life Insurance Company is not responsible for any payments made prior to its receipt of written change notice.

Please complete the following:

Agent Name:

5 Star Life Insurance Company Agent Number:

I am requesting: EFT for the first time Change in my existing EFT instructions.

I have a(n): Checking Account Savings Account Investment Account

Name(s) on my Bank/Savings Account:

Account Number: Routing Number (9 digits max):

Financial Institution Name:

Financial Institution Address:

City: State: Zip Code:

Financial Institution Phone Number:

Agent Signature: Date:

Producer's Code of Conduct

As a representative of 5Star Life Insurance Company, ("the Company") my responsibility is to:

- Conduct myself in the highest character with honesty, integrity, and fairness at all times.
- Provide information to clients in a professional manner which is honest, relevant, and designed to meet the client's needs.
- Understand and accurately represent the Company's products and services.
- Ensure my personal interests do not conflict with those of clients or the Company.
- Render prompt and quality service both before and after the sale to clients and their beneficiaries.
- Learn and follow all Company policies and procedures related to my role as a producer.
- Keep information with respect to applicable laws and regulations and to observe them in the practice of my profession.
- Replace life insurance, health insurance, or a financial product of a client, only when it is in the client's interest.
- Foster good will, courtesy and consideration in the treatment of policyholders and the general public while maintaining respect for the Company.
- Meet all continuing education requirements.
- Endorse and support the Insurance Marketplace Principles of Ethical Market Conduct including:
 - Conduct business according to high standards of honesty and fairness and to render that service to its customers which, in the same circumstances, would demand for itself.
 - Provide competent and customer-focused sales and service.
 - Engage in active and fair competition.
 - Provide advertising and sales materials that are clear as to purpose and honest and fair as to content.
 - Provide for fair and expeditious handling of customer complaints and disputes.
- Maintain a system of supervision and review that is reasonably designed to achieve compliance with the Principles of Ethical Market Conduct.

Signature

Date

Printed Name

Acknowledgement and Authorization for Consumer Reports

5Star Life Insurance Company

In connection with your application for employment (including contract for services), with 5Star Life Insurance Company, you understand that consumer reports or investigative consumer reports may be requested about you including information about your character, general reputation, personal characteristics and mode of living, employment record, education, qualifications, criminal record, driving record, credentials, and/or credit and indebtedness, and may involve personal interviews with sources such as supervisors, friends, neighbors, associates, public record or various Federal, State, or Local agencies. A consumer report containing injury and/or medical information may be obtained after a tentative offer of employment has been made.

You hereby authorize the obtaining of such consumer reports and investigative consumer reports at any time after execution of this authorization. By signing below, you hereby authorize without reservation, any party or agency contacted by this employer, or the consumer reporting agency acting on behalf of the employer, to furnish the above mentioned information. You further authorize ongoing procurement of the above mentioned reports at any time during your continued employment or contract for services. You also agree that a fax or photocopy of this authorization with your signature shall be accepted with the same authority as the original.

For California, Minnesota or Oklahoma applicants only, If you would like to receive a copy of the consumer report, if one is obtained, please check this box.

For California applicants only, If public record information is obtained without using a consumer reporting agency, you will be supplied a copy of the public record information unless you check this box waiving your right to obtain a copy of the report.

Printed Name:

Signature:

Date:

Social Security #:

Current Address:

City

State Zip

Other Names Used:

Include Maiden or Name Changes, No Direct Derivatives Ex: Susan vs. Sue, David vs. Dave, etc.

Driver's License #:

State:

Date Of Birth:



5Star Life Insurance Company

909 North Washington Street
Alexandria, VA 22314

Agent Name (print): _____

Agent ID _____

PRODUCER COMPENSATION SCHEDULE ORD10

This Compensation Schedule is part of your Contract and is subject to all provisions thereof. Compensation will be paid on premiums paid from applications procured by you on which the Company has issued a policy and while this Compensation Schedule is in effect. Compensation shown below is expressed as a percentage of premiums paid to the Company.

AFBA Products

	Year 1	Year 2
FED TERM (LT20)	85%	0
FIRST PROTECT (LT15)	85%	0
CHILDREN'S PROTECT (LT16)	63%	0
SENIOR PROTECT (LT121)	75%	0
FED PROTECT (FP121 / LT121-SP)	75%	0
MILITARY BETTER ALTERNATIVE (BA5)	75%	0

The Company may, at any time terminate, modify, or issue a new Compensation Schedule or addendum. Any resulting change in compensation will be effective with respect to any policy issued thirty (30) days or more after the Company has mailed notice to you.

Accepted:

Agent Signature (date)

Regional Director Signature (date)

Approved:

5Star Life Insurance Company Officer (date)

Compensation Schedule - ORD