



The Baltimore Life
COMPANIES

GENERAL AGENT CONTRACT

This is a General Agent (GA) Contract between the GA referred to below (the "GA") and **The Baltimore Life Insurance Company/Life of Maryland, Inc.** (the "Companies").

I. AGREEMENT

The GA agrees to represent the Companies and to abide by the terms of this Contract. The Companies agree to compensate the GA according to the terms of this Contract and the compensation schedules, attached hereto and made a part hereof. The GA is an independent contractor, and this Contract does not create an employer/employee relationship between the Companies and the GA, or between any of the GA's appointed sub-agents.

II. AUTHORITY AND RESPONSIBILITY OF THE GA

The GA is authorized by the Companies to perform the following duties. The GA agrees to perform these duties according to the Companies' practices and procedures.

- a. Procure and submit to the Companies personally and through sub-agents applications for life insurance, health insurance and annuities. Assure that applications are accurately completed and fully disclose to the Companies all facts which could affect the Companies' decision regarding the issuing of the policy.
- b. Assure that all sales, marketing and service activities involving the Companies or any of the Companies' products which are conducted by the GA and all sub-agents appointed by the GA strictly adhere to the Companies' Market Conduct Training Manual enclosed in this contract kit and thereby can be considered a part of this contract as Exhibit A.
- c. Promptly deliver to the Owner the policies issued on the above applications, provided the initial premium has been paid. If, at the time of delivery, the insured is not in the same health and insurable condition as represented in the policy application, the GA should not deliver the policy but rather should immediately forward to the Companies full details including the nature of disorder, the date of inception, and the extent of treatment. Policies on which the initial premium has not been paid are not to be delivered unless each person insured by the policy is in the same health and insurable condition as represented in the policy application and until the initial premium is paid.

- d. Use best efforts to provide satisfactory service to those policyholders solicited or assigned to the GA.
- e. Recommend agents and sub-agents for appointment to act as an agent of the Companies. All such appointments must be approved at the sole discretion of the Companies.
- f. Use best efforts to supervise agents and sub-agents and have standards in place so as to reasonably assure that its agents and sub-agents are in conformity with the terms of their contracts.
- g. Be responsible for all money received by the GA, RGA, agents and sub-agents contracted by the GA on behalf of the Companies.
- h. Be responsible for any and all indebtedness to the Companies of the GA and all agents and sub-agents contracted by the GA.
- i. Procure and maintain all necessary licenses required for the GA and all GA's agents and/or sub-agents to solicit applications for, or sell or service any of the Companies' policies.
- j. Conform to all applicable laws and regulations governing the solicitation, sale and servicing of life insurance, health insurance and annuities.
- k. Be responsible for all property of the Companies lent or leased to the GA or GA's sub-agents, and conform to the terms of any loan or lease agreement.

III. LIMITS OF THE GA'S AUTHORITY

The GA agrees NOT to perform any acts on behalf of the Companies for which the GA is not authorized, including, but not limited to, the following:

- a. Incur any debt, expense or liability on behalf of the Companies.
- b. Modify or waive any of the provisions of the Companies' policies, applications, contracts, or bind the Companies in any way.
- c. Misquote or incorrectly illustrate any rates or values for any of the Companies' products.
- d. Use any materials, proposals, illustrations, or advertising identified with the Companies or any of the Companies' products, which have not been previously submitted to the Companies for approval and have not received

The Baltimore Life Insurance Company

Advance Commission Agreement

Complete This Form Only If Applying For The Advance Commission Program.

This Agreement is an addendum to the contract by and between the Agent (named below), the Supervising Agent (named below), the Marketing Organization and The Baltimore Life Insurance Company (the company). This addendum provides for the annualization of commissions pursuant to the following conditions:

- 1) The amount of annualization will be 75% of first year commissions on monthly PAC mode.
- 2) The amounts advanced under this Agreement in no way either decreases or increases the amount of compensation which will ultimately become payable to the Agent. Therefore, the amounts advanced are interest-free loans granted to the Agent by the Company, and for which the Agent is liable. Chargebacks can occur as outlined in your Commission Schedule. Should this Agreement be terminated, the Company shall withhold any and all compensation otherwise payable to the Agent until the amounts advanced have been repaid. If, at the sole determination of the Company, such compensation does not appear to be adequate to repay the amounts advanced, the Agent will be liable for the balance due and must reimburse the Company upon written notification. Agent shall indemnify the Company or Supervising Agencies for all costs or harm associated with collection of debit balances including reasonable attorney fees.
- 3) Maximum Annualization Amount: Annualized Commission on a single policy will not exceed \$1,000.00.
- 4) There will be no annualization of commission on policies covering the Agent's own life or those of his immediate family.
- 5) This Agreement shall terminate (a) upon termination of the Agent's Contract, (b) upon termination of the General Agent's Contract, (c) upon written notice by the Company of an intention to terminate the annualization, or (d) in the Company's sole discretion.
- 6) During the period of the Agreement the Company reserves the right, in its sole discretion, to change or modify in any way the percentage of premium annualized.
- 7) Annualization of commissions will not go into effect until this Agreement is signed by the Agent, the Supervising Agent, the Marketing Organization and The Baltimore Life Insurance Company, and only applies to business written and dated subsequent to the signing of this Agreement.

Agent Name (Print)

Signature

Date

Supervising Agent (Print)

Signature

Date

Authorized Marketing Organization Rep.(Print)

Signature

Date

Authorized Baltimore Life Rep. (Print)

Signature

Date

The Baltimore Life Companies

10075 Red Run Boulevard • P. O. Box 1050 • Owings Mills, MD 21117-6050
410-581-6600 • 1-800-628-5433 • www.baltlife.com

DIRECT DEPOSIT AUTHORIZATION

Instructions

- 1. Please complete this form and return to the Corporate Disbursement Department with a void check from the account listed below.
2. If you change your bank account, a new form and a void check will be required. You will be paid by check until your account is changed.

Account Name (As shown on the bank records)

Grid for Account Name input

Social Security Number / Tax I.D. (Required)

Grid for Social Security Number / Tax I.D. input

E-Mail Address

Box for E-Mail Address input

Account Number

Grid for Account Number input

Bank Name, Bank Address, City, State, Zip Code, Telephone No., Bank Transit No. fields

Home Office Use

Secondary I.D. #

Grid for Secondary I.D. # input

Pre-Note Date

Line for Pre-Note Date input

I hereby authorize The Baltimore Life Companies (the Company) to electronically deposit, to the account listed above, amounts to which I may become entitled. If the Company determines that funds were deposited to my account in error, I authorize the bank to return funds to the Company upon request by the Company. Any recourse shall only be against the Company. The Company may discontinue electronic deposits to my account at any time upon written notice to me. I may withdraw or change this authorization at any time by providing written notice to the Company.

(X) Signature (if joint account, joint owner signs below)

Date

(X) Joint Owner's Signature (if required)

Date

- e. Collect any money on behalf of the Companies, except for initial premiums on business solicited by the GA.

IV. COMPENSATION

As compensation for services, the Companies agree to pay the GA according to the "Schedule of Compensation" attached hereto and made a part hereof as follows:

- a. This compensation will be paid only after receipt in the Home Office of premiums. If a premium is refunded for any reason, the GA is responsible to return to the Companies any compensation and fees paid on that refunded premium. The "Schedule of Compensation" may be modified, altered or changed by the Companies in any way upon notice to the GA, and will affect business submitted to the Companies after the effective date of the change.
- b. Overwriting compensation will be paid to the GA on business produced by the GA's agents and or sub-agents. The amount of the overwriting compensations paid to the GA is the difference between the compensation in the "Schedule of Compensation" attached to the GA's Contract and the compensation, if any, paid by the Companies directly to the GA's agents and sub-agents or owing to the GA's agents and sub-agents but paid through the GA. The GA is responsible for and shall account for and keep records of any compensation earned by its agents or sub-agents which Company pays through the GA.
- c. Compensation, which is earned under the terms of this Contract and that is set forth in the "Schedule of Compensation," will be deemed vested, but will be forfeited if the Contract is terminated under the provisions of paragraph V., section e., subsections 1. through 5., or if the GA has not met production requirements at the time of termination as set forth in the "Schedule of Compensation." In the event this Contract is terminated, vested compensation will continue to be paid with the same frequency and on the same basis as compensation paid to active GA's as set forth above.
- d. The Companies may elect to accumulate the GA's compensation payments until a payment in excess of \$100.00 is due. If, in any calendar year, the total compensation due to a GA no longer appointed with the Company is less than \$400.00, all compensation will stop at the end of that calendar year, and the Companies shall have no further liability under this Contract.
- e. Any indebtedness of the GA to the Companies, whether resulting from acts of the GA, acts of the GA's agents, sub-agents or otherwise, shall be the responsibility of the GA and will be a

lien on all compensation payable to the GA. The Companies may apply any compensation payable to the GA to offset indebtedness at any time. The Companies' right to collect payment of any indebtedness owed by GA shall not be limited solely to offsetting compensation owed the GA by Companies. The GA shall remain fully liable for any remaining indebtedness. Any indebtedness which remains outstanding for a period of 60 days after demand by the Companies shall bear interest at a rate of 3% above the prime rate listed in the Wall Street Journal. The provisions of this Paragraph shall survive the termination of this Contract.

- f. Subject to paragraph IV. d. and IV. e. above, upon the death of the GA, this Contract will be vested if at the time of the GA's death the production requirements set forth in the Schedule of Compensation have been met.
- g. No compensation will be paid when an existing policy issued by the Companies on the same life has terminated within six (6) months of the date of the new application being submitted by the GA or the GA's agents or sub-agents. If an existing policy terminates within six (6) months of the date of the new policy on the same life, the GA agrees to refund all compensation that may have been paid on the new policy.

V. TERMINATION

This Contract, together with any riders, supplements and endorsements hereto, shall terminate on the occurrence of any of the following.

- a. Thirty (30) days following the mailing of written notice by either party to the last known address of such other party.
- b. Upon the death of the GA.
- c. Upon the termination of the GA's life or health insurance license.
- d. Upon a material breach of any of the terms of this Contract.
- e. Irrespective of any other provision in this Contract, and whether such events occur prior to or after termination of this Contract, upon the occurrence of any of the events set forth in paragraph V., section e., subsections 1. through 5. The provisions of paragraph V., section e., subsections 1. through 5. shall survive the termination of this Contract.
 - 1. Upon the commission of any act of fraud, theft or misappropriation of funds, involving the Companies, by the GA.
 - 2. Submission to the Companies of information which the GA knows to be false.
 - 3. Failure to disclose to the Companies any medical or personal history of any applicant for any of the Companies' policies of which the GA has knowledge.

4. Inducing any policyholder to terminate any policy with Companies without the prior written approval of the Companies.
5. Upon the GA pleading guilty or nolo contendere or upon being convicted of a crime involving moral turpitude.

VI. GENERAL PROVISIONS

- a. The Companies may reject applications for policies, limit the amount or plan of insurance, or require a higher premium than applied for, if not prohibited by law.
- b. The Companies may alter or withdraw existing plans of insurance, introduce new plans of insurance, and enter or withdraw from territories, upon notice to the GA.
- c. Failure of the Companies to promptly enforce non-compliance with the terms of this Contract does not constitute a waiver of such terms. Further, the waiver by the Companies of any term or right of enforcement contained in this Contract shall not constitute a waiver of any subsequent breach or right of enforcement.
- d. This Contract supersedes any previous Contracts between the GA and the Companies. It does not release the GA from financial obligations owed or assumed prior to its effective date.
- e. No modification, amendment, or assignment of this Contract will be valid unless approved in writing by a Vice President or President of the Companies.
- f. The GA shall maintain professional liability insurance and provide Companies evidence of such coverage upon request.

- g. The financial obligations of this Contract shall be binding upon the parties, their heirs, successors and assigns.
- h. GA shall indemnify Companies fully for any costs, liability or harm (including reasonable attorney's fees incurred in connection therewith or in connection with enforcing this indemnity) suffered by Companies as a direct or indirect result of GA's breach of any of the terms of this Agreement.
- i. This Contract shall be interpreted according to the laws of the state of Maryland.
- j. The provisions of this Contract shall be deemed severable. In the event any provision in this Contract is determined to be unenforceable or invalid, such provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and such determination shall not affect the validity and enforceability of any other provisions in this Contract.
- k. The Companies reserve the right in their sole discretion when settling disputed claims or complaints of a policyholder to refund any premium or premiums paid on a policy or contract produced under this Contract directly by the GA or by an agent or sub-agent of the GA. If such a refund is made, other than as part of the benefits provided by the policy or contract, the GA shall be charged with and/or shall repay to the Companies, any compensation paid to GA or GA's agents or sub-agents on the premium or premiums so refunded.

Signature of General Agent

Date

Signature of Appointing Agent/Agency

Date

The Baltimore Life Insurance Companies

Date

—NOT EFFECTIVE UNTIL SIGNED BY COMPANIES—

THE BALTIMORE LIFE COMPANIES APPOINTMENT REQUEST

I. PERSONAL DATA

Full Name Mr. Mrs. Ms. _____
Last First Middle Jr./Sr. Maiden
Social Security Number _____-_____-_____ Birth Date ____/____/____ Birth Place _____
Agency/Corporation Name _____ Corporation Partnership Other
Business Tax Identification Number _____

Administrative (policies, reports, copies of correspondence)	Personal (other correspondence)
Send To _____ Street _____ City _____ State _____ Zip _____ Business Phone ____ (____) _____ - _____ Fax Phone ____ (____) _____ - _____	Send To _____ Street _____ City _____ State _____ Zip _____ Business Phone ____ (____) _____ - _____ Fax Phone ____ (____) _____ - _____

Compensation and Tax Reporting (commission checks and 1099MISCs, etc.)

Payable To (Payee) _____
Street _____ City _____ State _____ Zip _____
Business Phone ____ (____) _____ - _____ Fax ____ (____) _____ - _____
Tax Identification Number for This Payee _____

PRESENT PRIMARY COMPANY _____

- 1) Has your insurance license ever been suspended or revoked? Yes No
- 2) Have you had an unpaid debit balance with another insurance company? Yes No
- 3) Have you been terminated by any insurance company for cause, wrongful act? Yes No
- 4) Have you ever been convicted of, currently charged with, or pleaded "nolo contendere" (*no contest*) to, a felony or misdemeanor involving insurance, investments, taxes, or other financial transactions? Yes No
- 5) Have you ever filed for bankruptcy? Yes No

(If you answer "Yes" to any question, please provide details on separate paper.)

Prior to the appointment or contracting of any Agency, Companies require the receipt of employment and credit history from said Agent. Nothing in this authorization restricts Companies from seeking additional information from Agent relating to his/her appointment with Companies.

I authorize Companies to provide the below-described General Agency with all information Companies obtain relating to my application to contract with Companies, including my consumer credit report and/or investigative consumer report.

I certify that all statements of information provided on this Appointment Request form are true and correct. I understand if any of the information is found to be untrue, it will be a basis for my termination.

Certification: I certify that I am not subject to backup withholding under provisions of Section 3406(a)(1)(c) of the Internal Revenue Code. I am not subject to backup withholding either because (a) I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends or (b) the IRS has notified me that I am no longer subject to backup withholding, and I am a US person (including a US resident alien).

Under penalties of perjury, I certify that the information on this form for the purpose of tax reporting is true, correct and complete.

Signature of Applicant _____ Date _____

General Agencies Authorized to Receive Information _____

II. CURRENT LICENSING DATA

LICENSE NUMBER _____ EXPIRATION DATE _____

TYPE OF LICENSE

Agent Broker Solicitor Other Corporate Partnership Other

INSURANCE LINES

Life Accident & Health Life, Accident & Health

III. LICENSE/APPOINTMENT REQUESTS (NOTE: APPOINTMENT REQUESTS MUST INCLUDE COPIES OF AGENT LICENSES)

Check type of license(s) and insurance line(s) you are requesting:

TYPE OF LICENSE

Agent Broker Solicitor Other Corporate Partnership Other

INSURANCE LINES

Life Accident & Health Life, Accident & Health

States Applying For: (Indicate Resident or Non-Resident Appointment) _____

AUTHORIZATION AND DISCLOSURE FORM

The purpose of this form is to authorize The Baltimore Life Insurance Company and Life of Maryland, Inc. (the Companies), their authorized representatives, and the supervisor (or agency, if applicable) to obtain a "consumer report" or an "investigative report" on the person named below (the proposed Agent) for purposes of evaluating whether that person will be contracted as an Agent with the Companies.

Definitions

1. A "consumer report" and an "investigative report" shall have the same meaning as defined in the Fair Credit Reporting Act.
2. A "supervisor" or "agency" shall mean the entity or person that receives override compensation based on the business written by the Agent, and that is responsible for any indebtedness of the Agent. The supervisor or agency will generally execute, along with the Agent, the agent contract that the person listed below will execute with the Companies, if the Agent is contracted by the Companies.
3. "Agent" shall mean any entity or person that seeks to be contracted by the Companies, without regard to how the entity or person is contracted; i.e., Managing General Agent, General Agent, Agent, Sub-Agent.

I (Name) _____, SS#, _____ hereby authorize The Baltimore Life Insurance Company and/or Life of Maryland, Inc., and my supervisor (or agency, if applicable) to view, copy, procure, be furnished copies, or be given details of all information in my consumer report and my investigative report. The information in my consumer report will include information by a credit reporting agency bearing on my consumer credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living which will be used for the purpose of establishing my eligibility to be contracted by the Companies as an Agent. The information in my investigative report shall include information on my character, general reputation, personal characteristics, or mode of living obtained through personal interviews with neighbors, friends, associates of me, or others with whom I am acquainted.

A copy of this authorization shall be as valid as the original. I also release the Companies and any person or organization complying with this authorization from any liability in connection with information furnished pursuant to this authorization.

I UNDERSTAND THIS AUTHORIZATION ALLOWS PROCUREMENT OF A CONSUMER OR INVESTIGATIVE REPORT FOR PURPOSES OF CONTRACTING AS AN AGENT WITH COMPANIES.

Signature: _____

Address: _____

Date: _____

California, Minnesota, and Oklahoma Applicants: Please check here to have a copy of your consumer report sent directly to you by Trans Union at the address listed above.

The Baltimore Life Insurance Company • Life of Maryland, Inc.
10075 Red Run Boulevard • Owings Mills, Maryland 21117-4871 • www.baltlife.com

*This signed form and accompanying contract
MUST be returned to the Companies in order
to process your request for appointment.*