



COVERAGE THAT'S EXTENSIVE, NOT EXPENSIVE

REPRESENTING

Liberty Bankers Life

Please send all contracting paperwork to:

**Med South
1077 13th Street SE
Hickory, NC 28602**

New Agent Contracting Checklist

Please make sure the following is complete before sending to Home Office

Each Agent will need:

- 1. New Agent Data Sheet.** This will need to be completed and signed by the agent. The MGA, or GA, recruiter will need to sign on the “Recommended” line. *Please be aware that we cannot run backgrounds without having a physical home address – a PO Box cannot be used.*
- 2. Agent Direct Deposit Form.** If the agent wants his commissions direct deposited into his bank account, this form needs to be completed along with a blank voided check or deposit slip. *If this form is not returned, the agent will receive a check in the mail.*
- 3. GA or Agent Agreement.** The agent will need to sign as “applicant”. MGA, and GA if applicable, need to sign in their respective place.
- 4. Commission Schedule.** The agent will need to sign as “applicant”. MGA, and GA if applicable, need to sign in their respective place.
- 5. Compliance Policy.** This needs to be signed and completed by the agent and returned with his contracting paperwork.
- 6. Include a Copy of Current Life License.** If commissions are to be paid to a corporation, please include copy of corporate license, as well as the individual license. *Liberty Bankers Life will pay for resident appointment fees only. If any other non-resident state appointments are requested, please submit the appropriate fees.*
- 7. Forward to Med South.** All contracting paperwork may be mailed, faxed, or emailed to **Contracting**. All questions should be directed to Med South at 888-727-6682.

Med South
1077 13th Street SE
Hickory, NC 28602

FAX: 888-900-2206
EMAIL: contracting@medsouthrx.com



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Hickory, NC 28602**

LIBERTY BANKERS LIFE INSURANCE COMPANY

NEW AGENT DATA SHEET

Name _____ Male () Female () Home Phone () _____

Home Address ** _____ City _____ State _____ Zip _____
 (**NOTE: Home Physical Address must be provided in order to run background check)

Business Address _____ City _____ State _____ Zip _____

Social Security Number _____ Date of Birth _____ Spouse's Name _____

Business Phone () _____ Fax Phone () _____

Email Address: _____

LICENSE DATA	Currently Licensed No Yes If yes, complete following: a. State of Resident License _____ b. Resident License No. _____ c. Licensed for Life Only Life and A & H Other d. Business will be conducted as Individual Partnership Corporation e. Partnership/Corporation Name _____ Tax ID# _____
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PLEASE REMEMBER TO ENCLOSE A COPY OF YOUR CURRENT LIFE LICENSE

LICENSE QUESTIONS		YES	NO		YES	NO
	Are you indebted to any Insurance Company, Agency of Manager? (Including debit balance)	<input type="checkbox"/>	<input type="checkbox"/>	Have you ever been fined or had a license to Solicit insurance refused, suspended, or revoked?	<input type="checkbox"/>	<input type="checkbox"/>
	Have you ever been convicted of a crime?	<input type="checkbox"/>	<input type="checkbox"/>	Are you a defendant in any suit or legal action. or the subject of any regulatory action?	<input type="checkbox"/>	<input type="checkbox"/>
	Have you ever filed bankruptcy?	<input type="checkbox"/>	<input type="checkbox"/>	Have you ever been refused a bond?	<input type="checkbox"/>	<input type="checkbox"/>
				<i>NOTE: If the answers to any of these questions is YES, you must attach a letter of explanation</i>		

PREVIOUS INSURANCE EXPERIENCE	DATES EMPLOYED	INSURANCE COMPANY NAME CITY & STATE	LATEST MONTHLY EARNINGS	CURRENT DEBIT BALANCE

I HEREBY certify that the foregoing statements are true and correct to the best of my knowledge and belief, grant permission to the Company or any of its General Agents to verify such answers. I release any person or company contacted from liability with respect to the content of any information given. I understand that any false statement may be considered sufficient cause for rejection of this application or for termination if discovered subsequent to my becoming contracted.

I understand that more information may be required to complete my file. I understand that this may include obtaining a credit report and by signing this form I am authorizing the Company to do so. I also understand that any information obtained by the Company will be made available to me upon my written request.

SIGNATURE _____
DATE

Recommended by: _____



P.O. Box 341989, Austin, Texas 78734 1(800)604-8002

Agent Name: _____ Agent Number: _____

Address / City / State / Zip: _____

Phone Number: _____ Social Security or Tax ID Number: _____

I hereby request that until I notify Liberty Bankers Life Insurance Company otherwise, each commissions payment, commencing with the next payment due, shall be paid by Electronic Fund Transfer (EFT) to:

Name of Financial Institution: _____

Address / City / State / Zip: _____

Phone Number: _____

For credit to my (please choose one) Checking Savings

ABA Routing Number: _____ **Account Number:** _____

Please Attach a Voided Check or Deposit Slip Here

I authorize Liberty Bankers Life Insurance Company to make deposits to the bank account noted above. I shall deem receipt by said Financial Institution of such credit entries as receipt by me. In the unlikely event of a deposit error, I authorize the Company to make adjustments to correct the error. This authority is to remain in full force and effect until Liberty Bankers Life Insurance Company has received written notification from me of its termination in such time and in such manner as to afford Liberty Bankers Life Insurance Company a reasonable opportunity to act.

Agent Signature: _____ Date: _____

Liberty Bankers Life Insurance Company

1800 Valley View Lane, Suite 300
Dallas, Texas 75234
(469) 522-4200 / FAX (469) 522-4430

AGENT AGREEMENT

THIS AGREEMENT is entered into by and between **LIBERTY BANKERS LIFE INSURANCE COMPANY** ("Company"), _____ ("Master General Agent"), _____ ("General Agent") and the undersigned Agent ("Agent").

WHEREAS Company is an Oklahoma life insurance company authorized to write life insurance in all states except Connecticut, District of Columbia, Hawaii, Maine, Massachusetts, Minnesota, New Hampshire, New Jersey, New York, Rhode Island, Vermont, Wyoming, American Samoa, Guam, Puerto Rico and The US Virgin Islands; and

WHEREAS Agent is licensed as a life Agent in the state(s) where he will do business; and

WHEREAS Company and Agent desire to enter into an agreement whereby Agent shall be authorized to solicit applications for life insurance contracts and annuity contracts issued by Company (collectively "Policies");

In consideration of the mutual covenants in this Agreement, it is agreed that:

AUTHORITY

1. Agent shall have the authority to solicit applications for Policies in accordance with the terms of this Agreement. Agent is entitled to solicit only those Policies for which a commission schedule is in effect and has been delivered to Agent by Company ("Commission Schedule"). Company may withdraw, supplement or amend any Commission Schedule at any time and may deliver to Agent via General Agent or Master General Agent additional Commission Schedules relating to new Policies. Company may, at its discretion, withdraw any Policy from sale at any time.
2. Agent shall use his best efforts and exercise his best judgment as to the persons or businesses to be solicited and the time, place and manner of solicitation. In the performance of his duties hereunder, Agent shall be an independent contractor acting on his/her own behalf and for his/her own account. Agent shall have no authority, expressed or implied, to act in any manner or by any means for or on behalf of Company in any capacity other than that of an independent contractor, and no authority to act in any manner except as herein expressly set forth or as it may from time to time be requested in writing by Company. Agent is not authorized or empowered to waive, release or vary the terms of any Policy or in any manner grant indulgence to any policyholder. No authority may be implied from the authority expressly granted herein.
3. Agent shall conform with all rules, manuals, Commission Schedules, and guides of Company as may from time to time be provided to Agent by Company via General Agent or Master General Agent.

4. Agent shall have no authority to amend or modify any of the terms, or conditions of the Policies, or any rates set forth on the applicable Commission Schedule. Agent shall have no authority to commit Company to any payment or course of action or obligate Company in any manner.
5. Agent may sell policies other than the Policies of Company. However, in the event Agent sells such policies, Company shall have no responsibility for the nature, quality or the service of such policies. NOTWITHSTANDING anything to the contrary contained herein, Agent hereby agrees to indemnify and hold harmless Company, its shareholders, directors, officers, employees, Master General Agent, General Agent, and agents from and against any claim, demand, liability, action or cause of action of whatsoever kind or nature arising out of or in any manner connected with the sale by Agent of any policies other than those of Company.
6. Agent shall not deliver any Policy unless, to the best of his/her knowledge and belief, the applicant is in insurable condition for the applicable Policy at the time of delivery, and unless the first premium has been fully paid. Company may refuse to process any application or issue or amend any Policy.
7. Agent has the authority to accept premiums on Policies in accordance with the rules set forth herein or otherwise provided by Company. Any such premiums collected by Agent shall be made payable to Company and shall be immediately delivered to Company or its General Agent in the full amount received. **Agent is not authorized to accept on behalf of Company any premium checks which are made payable to Agent or General Agent.**
8. Agent shall, at Company's request and in accordance with Company's instructions, account for all Policies, receipts, premiums, and any other monies received, and/or property and supplies, including rate books, applications, and all other books and papers connected with Company's business. Company may, at any time, audit and make copies of such records and accounts.

COMMISSIONS

1. Agent shall be compensated under this Agreement by Commissions ("Commissions") payable at the Master General Agent's address according to the applicable Commission Schedule relating to Policies which are produced by Agent. Company shall only pay Commissions on premiums which are due and received by Company, and such Commissions shall be compensation in full for all services performed and all expenses incurred by Agent for the solicitation of Policies.
2. Company may, at any time and from time to time, change the Commission Schedule for any or all Policies; provided however, that the Commission for any Policy shall not be less than that set forth in the Commission Schedule in effect for such Policy at the issue date. Furthermore, Company may, at its discretion, withdraw any Policy from sale at any time.
3. Commissions shall not be paid on premiums waived or commuted by reason of death or disability of the insured or exercise of Policy options by the policyholder, unless Company otherwise agrees in writing to pay Commissions.

4. Commissions in an amount less than twenty-five dollars (\$25.00) may be held by Company and all such amounts held shall be paid to Agent at the end of each pay period. After termination without cause, no further compensation will be paid if the total amount of commissions is less than \$100.00 in any calendar year subsequent to the year in which this Agreement terminated.
5. Company may demand proof of the delivery of the Policy to the policyholder and/or proof of the expiration of the "Free Look" period before paying Commissions on the related Policy.
6. Payments of all Commissions earned by the sale of Policies shall be made solely to Master General Agent or, at the option of Company, to his designee.
7. Agent shall indemnify, defend, and hold Company and its assigns harmless from and against any losses, damages, claims, suits, penalties, fines, forfeitures, legal fees, related costs, and other costs and expenses arising from or relating to any suit, claim or demand brought against Company by any party other than Agent for the payment of Commissions.
8. Commission adjustments: (a) Replacements: With respect to any Policy issued to replace an existing Policy, Company shall adjust Agent's Commission payable on the reissued Policy unless Company, at its discretion, otherwise agrees to pay some portion or all of such Commissions. (b) Lapses: With respect to Policies which are cancelled for any reason within the first year following the Policy effective date, Company may charge back to Agent the unearned first-year Commission, if any, paid on such Policy. (c) Cancellation: In the case of misrepresentation or misunderstanding at the time of solicitation or application for any Policy or upon delivery thereof, or upon exercise of a right granted pursuant to the terms of the "Free Look" provision of any Policy, Company may return the premium paid thereon and cancel the Policy. Company may charge back to Agent the entire compensation paid on such Policy. (d) Return of Commissions: Agent shall return to Company or its General Agent within five (5) days of written demand the applicable portion (or all) of any Commissions with respect to any Policy which is (i) not issued, (ii) not taken out, or (iii) subject to the application of either clause (a), (b) or (c) immediately above.
9. Prior to paying any Commission(s) to a corporate Agent, Company may require evidence satisfactory to it that such Agent is authorized by applicable state law to solicit Policies on behalf of, and to have any Commissions (if any) paid to, such corporation and that such corporation (i) is duly organized, validly existing and in good standing under the laws of the state of its incorporation, (ii) is qualified to transact business in and is in good standing under the laws of each state in which Policies are solicited or is otherwise exempt by applicable law from such qualification, (iii) has a current and valid license to solicit Policies in every state in which a Policy is solicited, and (iv) has otherwise complied with all laws and regulations applicable to the licensing of corporations in such states, including, without limitations, the payment of all applicable fees and charges.

TAXES, BONDS, LICENSES, AND EXPENSES

1. Agent hereby represents that he has a current and valid license in every state in which a Policy is solicited by Agent and Company is licensed.

2. Agent will pay all initial licensing fees that may be required in any jurisdiction in which Agent solicits Policies. Agent will pay Agent licensing renewal fees. Agent will pay all fees including, but not limited to, bonding fees, examination fees and license renewal fees.
3. Company will bear expense of application forms, medical examination forms, and the various papers necessary to writing and servicing Policies.

ADVERTISING

At Company's discretion, Company will furnish to Agent via General Agent or Master General Agent all forms, advertising materials, circulars and other printed matter requested by Agent. Agent is prohibited from using any other advertising material for solicitation of Policies without first receiving Company's written approval. Within five (5) days following termination of this Agreement, all unused supplies shall be returned to General Agent or Master General Agent, as applicable.

LIENS AND OFFSETS

1. Company may offset against any claim of Agent for Commissions, any loans and advances made by Company to Agent or any loan or advance which Agent has guaranteed and which is in default.
2. Company may offset any indebtedness to Company of Agent against any Commissions due hereunder to Agent.
3. Company shall have no obligation to pay any Commission to Agent, or his assigns or designees, under this Agreement or under any other agreement with Company now or hereafter existing as long as Agent is indebted to Company.

ASSIGNMENTS

This Agreement, including the payment of Commissions payable thereunder, may not be assigned by any party hereto, without the written consent of all the other parties.

LITIGATION

Agent agrees to indemnify and hold Company harmless from and against any costs, losses, damages, claims, fines, expenses, legal fees, or related costs that Company may incur arising from or relating to any suit, claim, demand, action, or proceeding relating to the subject of insurance and resulting from any act, omission or misrepresentation on the part of Agent. Agent shall not bring a cause of action against any applicant for a Policy, any of Company's policyholders or any of Company's agents in connection with the solicitation of an application for a Policy, the receipt of an application for a Policy, or the issuance of a Policy without the prior consent of Company.

TERMINATION

1. Without Cause: This Agreement may be terminated at any time by Master General Agent, General Agent, Agent or Company without cause upon thirty (30) days' written, oral,

telephone, or telegraphic notice. If such notice is not in writing, it shall be promptly confirmed in writing. In the event this Agreement is terminated without cause, Company will pay Commissions via Master General Agent to General Agent on premiums received as of the date of termination and will thereafter continue to pay Commissions pursuant to the applicable Commission Schedule(s) on premium received for Policies in force upon date of termination of this Agreement.

2. For Cause: This Agreement may be terminated by Company at any time for cause if, at Company's discretion, Agent (a) wrongfully withholds any funds or Policies from Company; (b) willfully and knowingly fails to comply with the laws, or regulations of any insurance regulatory authority; (c) fraudulently misrepresents any Policy, product or service offered by or through Company; (d) willfully and knowingly fails to comply in any manner with the terms of this Agreement; (e) defrauds Company; (f) fails to acquire any license required by law in connection with the solicitation and/or sale of an insurance product; (g) causes his/her license as an agent to be revoked by any state or other insurance regulatory agency; (h) willfully and knowingly furnishes to Company false information of a material nature; (i) induces any agent or employee of Company to terminate his/her agreement with Company; (j) attempts to induce policyholders of Company to relinquish their Policies (except in those cases where such relinquishment is in the best interest of the policyholder); (k) endeavors to induce any agent or employee of Company to do any of the preceding acts. Company shall terminate this Agreement for cause by sending to Agent at his last known address or at Master General Agent's address a written notice of such termination which shall be effective immediately upon mailing. Upon termination for cause by Company, Agent shall have no further rights under this Agreement to any Commissions otherwise payable under the terms of this Agreement.
3. If this Agreement is terminated without cause and cause is later determined to exist, then rights of Agent under this Agreement shall end from the date of the action giving rise to termination for cause.
4. Death of Agent: This Agreement shall be automatically terminated upon the death of Agent. Upon the termination of this Agreement due to the death of Agent, all Commissions payable hereunder shall be paid by Company to Agent's estate at Master General Agent's address.
5. Bankruptcy of Agent: This Agreement shall be automatically terminated upon the bankruptcy of Agent. Upon the termination of this Agreement due to the bankruptcy of Agent, all Commissions payable hereunder shall be paid by Company to the Trustee acting on behalf of creditors at Master General Agent's address..

RIGHTS OF THIRD PARTIES

This Agreement is for the exclusive benefit of the parties hereto, and except as otherwise expressly provided herein, no other person or entity, including agents or creditors of any party

hereto, shall have any right or claim against any party hereto or be entitled to enforce any provision of this Agreement against any party.

WAIVER

The failure of Company to insist upon strict compliance with any of the terms of this Agreement shall not constitute a waiver of any such conditions or obligations.

PRIOR AGREEMENTS

This Agreement constitutes the entire agreement between Company and Agent and supersedes any and all contracts, stipulations and agreements, written or oral, existing between Company and Agent prior to its effective date.

AMENDMENTS

No modification, amendment, change or waiver of this Agreement, or any part thereof, shall be valid unless in writing and signed by Agent, General Agent, Master General Agent and a duly authorized officer of the Company.

MISCELLANEOUS

1. Agent does not have the exclusive right to any product or sales territory.
2. This Agreement shall be binding upon and inure to the benefit of Company and upon Master General Agent, General Agent and Agent.
3. Wherever used, the singular number shall include the plural and the plural the singular where the context requires, and the use of any gender shall be applicable to all genders.

GOVERNING LAW AND JURISDICTION

This Agreement shall be subject to, interpreted and governed by, the laws of the State of Oklahoma, and each party hereto agrees that the venue for any litigation shall be in Oklahoma City, Oklahoma.

WITNESS the following signatures:

APPLICANT

(name of corporation if licensing)

BY: _____

(signature of principal "corporate" or individual)

(print name)

MASTER GENERAL AGENT

name of Master General Agent

BY: _____

(signature of principal "corporate" or individual)

(print name)

GENERAL AGENT

name of General Agent

BY: _____

(signature of principal "corporate" or individual)

(print name)

**LIBERTY BANKERS
LIFE INSURANCE COMPANY**

BY: _____

(signature of authorized employee)

(effective date)

(agent number)



Liberty Bankers Life
Insurance Company

COMPLIANCE POLICY STATEMENT OF UNDERSTANDING

I acknowledge having access to a copy of the “*Conduct and Compliance Guide for the Producer*” for Liberty Bankers Life Insurance Company, Winnfield Life Insurance Company, Mid-Continent Preferred Life Insurance Company, American Reserve Life Insurance Company and The Capitol Life Insurance Company (“Companies”). The link to this document is:

http://libertybankerslife.com/repository/unmanaged_content/Publications/2008 Producers Guide.pdf

I acknowledge that I have read and understand the contents of the “*Conduct and Compliance Guide for the Producer*” and understand that if I do not comply with its provisions, it will be a violation of my contract and may result in, without limitation, the cancellation of my contract(s) with Companies.

I acknowledge that Companies insist upon strict adherence to all applicable state, federal, and military regulations regarding the solicitation and sale of life insurance and annuities and I understand that I am individually accountable for my own actions.

I acknowledge that I must be professional in my sales presentations and that I must accurately and completely describe the insurance product being offered and help the purchaser understand the terms and conditions of the insurance product being offered.

I acknowledge that this agreement does not alter or amend my contract(s) with Companies or create an employment relationship with Companies. This agreement does not change the at-will relationship between Companies and me. The contract(s) between Companies and me may be terminated at any time by either party upon notice, as set forth in the contracts(s).

Signature

Print Name

Date

RETURN A SIGNED COPY OF THIS DOCUMENT WITH YOUR SIGNED CONTRACT