



This application must be completed for each Agent's appointment with CLIC. Please PRINT your answers legibly. All questions must be answered. Any incomplete answers will delay the appointment process. Photocopies of appropriate licenses must be sent to CLIC with this application. **Please send the completed form and license to the address or fax number above.**

1. Name \_\_\_\_\_  
First Middle Last

1a. Business Name (if different) \_\_\_\_\_  
*(If commissions are to be paid to your business, include a copy of the license issued to your business.)*

2. Address: Home \_\_\_\_\_  
Street City County State Zip

Business \_\_\_\_\_  
Street City County State Zip

Mailing \_\_\_\_\_  
Street City County State Zip

E-mail \_\_\_\_\_

3. Telephone Numbers: Home ( ) \_\_\_\_\_ Business ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_

4. Date of Birth \_\_\_\_\_ Social Security / Tax Identification Number \_\_\_\_\_

5. Have you ever held a contract with Liberty Bankers Life Insurance Company or The Capitol Life Insurance Company?  Yes  No Agent No. \_\_\_\_\_

6. For which states do you wish non-resident appointments? \_\_\_\_\_  
*(Attach a copy of current licenses. You will be responsible for payment of any required fees for non-resident appointments.)*

**If you answer "yes" to any of the following questions (except number 14 and 15), please provide COMPLETE details on a separate sheet and obtain Home Office approval of your appointment prior to selling CLIC products.**

7. Have you ever been refused an original or renewal license or had a license suspended or revoked for any type of insurance license by any state?  Yes  No

8. Have any formal charges been filed with the insurance department of any state arising out of your activities in the insurance business, or have you ever been cited to appear before the insurance department of this or any other state for an infraction of the insurance laws or for unfair practices?  Yes  No

9. Has any insurance company ever canceled any contract of employment or your agent's appointment for any reason other than non-production?  Yes  No

10. Does any insurer or agent claim that you are indebted to them under any agency contract or otherwise? If "yes," give amount of debt and how the debt will be repaid.  Yes  No

11. Are you currently involved in any litigation or are there any unsatisfied judgements or liens (including state or federal tax liens) against you?  Yes  No

12. Do you currently have a pending bankruptcy or have you ever declared bankruptcy?  Yes  No

13. Have you ever been convicted of any crime, other than minor traffic offenses?  Yes  No

14. Do you have a securities license issued by the NASD?  
If "yes," enter your C.R.D. Number \_\_\_\_\_  Yes  No

15. Do you have Errors & Omissions Coverage?  
If "yes," name of carrier and amount \_\_\_\_\_  Yes  No

Referred to CLIC by: \_\_\_\_\_

**AGENT'S DECLARATION AND AUTHORIZATION**

I certify, under penalty of perjury, that all answers and responses to questions and inquiries contained in this application are true, correct and complete. I further certify that I have read and am familiar with the sections of the insurance code for the state in which I am seeking appointment and that I am withholding no information which would affect my qualification for this appointment with The Capitol Life Insurance Company ("CLIC"). I further agree to conduct myself/agency in accordance with the terms of the contract(s) issued to me. I agree that CLIC has no obligation to approve this request, and I release CLIC from all liability if they decline this request and refuse to appoint me. I understand that if this Application for Agent's Appointment is approved, my relationship with CLIC will be that of an independent contractor and that no employee/ employer relationship will be created by the General Agent Contract. I agree that by accepting commission from CLIC, I acknowledge my acceptance of all terms and conditions of the General Agent Contract. I acknowledge that I have read and understand the contents of "Conduct and Compliance Guide for the Producer" and will comply with its provisions. I authorize all CLIC affiliated companies to share any pertinent information they may have obtained regarding my financial, business, legal, tax or work performance or any information obtained under the Fair Credit Reporting Act, including copies of licenses and applications for purposes of appointment under this agreement.

As evidence of my desire to obtain a General Agent's Contract with CLIC, I empower CLIC and its affiliates to retrieve information from all personnel records, educational institutions, government agencies, companies, corporations, credit reporting agencies and law enforcement agencies at the federal, state or county level, relating to my past activities, to supply any and all information concerning my background, and release from any liability resulting from providing such information. The information received may include, but is not limited to, residential, achievement, job performance, litigation, personal history, credit reports, driving history, disciplinary and conviction records.

By my signature below, I hereby release any individual or institution, including its officers, employees, or related personnel, both individually and collectively, from any and all liability for damages of whatever kind, which may, at the time, result to me, because of compliance with this authorization and request to release information or any attempt to comply with it. A copy of this authorization is as valid as the original. This authorization is valid until you receive written revocation from me.

Under penalties of perjury, I certify that:

- a) The Social Security Number or Taxpayer Identification Number shown on this form is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me), and
- b) I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

X  
Applicant/Agent Signature

\_\_\_\_\_  
Date

**TO BE COMPLETED BY HOME OFFICE**

Application accepted by The Capitol Life Insurance Company



Brad Phillips, President

Commission Schedule Form Number \_\_\_\_\_

Agent Number \_\_\_\_\_ Effective Date of Agreement \_\_\_\_\_

Countersigned \_\_\_\_\_

(The Agent Agreement will be of no force or effect unless this application is countersigned by an authorized employee of the Company)

# GENERAL AGENT CONTRACT

This contract is made on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between THE CAPITOL LIFE INSURANCE COMPANY, ("CLIC"), with its home office located at 1605 Freeway, Suite 710, Dallas, Texas 75234 and \_\_\_\_\_, its non-exclusive GENERAL AGENT, ("you").

## 1. APPOINTMENT

**Appointment.** CLIC hereby appoints you on a non-exclusive basis to solicit applications for insurance policies and annuity contracts (individually a "Policy," collectively the "Policies") issued by CLIC. This appointment shall also include the sub-agents and brokers, if any, which are or may be appointed and assigned to you by CLIC as approved hereunder.

**Territory.** It is understood and agreed that this Contract does not grant any exclusive territory to you or your agency and does not impose upon you any territorial limit of operation.

**Relationship.** This Contract is not a contract of employment and does not create the relationship of employer and employee between CLIC and you. You are not expected or obliged to devote full time and effort to the business of CLIC or to represent CLIC exclusively. It is understood and agreed that this Contract calls for results and does not purport to control the time or manner of your performance. Rather, you are an independent contractor and shall exercise your own judgment and discretion in the conduct of the business contemplated under this Contract, subject to the provisions herein. You specifically recognize and accept responsibility for payment of any applicable taxes levied by federal, state or local authorities as a result of compensation arising hereunder.

## 2. YOUR AUTHORITY

Your powers and authority are limited to only those expressly provided under this Contract. Any and all such powers and authority shall continue only during the duration of this Contract and shall terminate on the date of termination hereof.

**Solicitation.** You will actively solicit and present applications for the Policies to CLIC for acceptance, both personally and through properly licensed sub-agents and brokers appointed and assigned by CLIC to you from time to time. Coverage applied for must meet suitability requirements in accordance with applicable laws and regulations.

**Recruiting.** You may recruit and recommend the appointment by CLIC of sub-agents and brokers. You shall have no authority to make any such appointment on behalf of CLIC, and no purported appointment shall be valid unless and until sub-agent or broker has been appointed by CLIC and has executed a contract on a form provided and signed by CLIC. CLIC shall not be obligated to appoint any sub-agent or broker or to assign any sub-agent or broker to you, and CLIC expressly reserves the exclusive right and sole discretion to terminate the appointment of any sub-agent or broker at any time. The assignment of any sub-agent or broker to you shall be terminated immediately upon the earlier of the termination of this Contract or termination of the contract between CLIC and such sub-agent or broker.

**Limitation of Authority.** You shall have no power or authority to, and hereby agree and warrant that you will not, do anything not expressly authorized herein including, but not limited to, any of the following:

- a) Waive, alter, amend, modify or discharge any policy or contract of CLIC,
- b) Waive forfeiture under any policy,
- c) Quote rates other than as provided in writing by CLIC,
- d) Extend the time for payment of any premium due CLIC,
- e) Receive any funds for the benefit of CLIC, except for initial premiums,
- f) Incur any liability, obligation or indebtedness on account of CLIC,
- g) Endorse or negotiate any checks or other instruments payable to the order of CLIC, or
- h) Voluntarily accept service of process on behalf of CLIC.

## 3. DUTIES AND RESPONSIBILITIES

You and all sub-agents and brokers assigned to you shall fairly, truthfully and properly represent CLIC and its products and services and shall faithfully perform all the duties within the scope of the appointment under this Contract. In particular, but without limitation, you agree to perform the duties set forth below:

- a) **Premiums.** You shall collect and receive, or cause to be collected and received, the initial gross premium on Policies secured by you or by sub-agents and brokers assigned to you by CLIC, and shall immediately remit all such premiums to CLIC. You agree to hold in trust and separate from any other funds all premiums and other funds collected and received by you for the benefit of CLIC. All such premiums and other funds shall at all times remain the property of CLIC and shall be immediately forwarded to CLIC without offset or deduction.

- b) **Compliance.** You will comply with all rules and regulations provided to you by CLIC in performing your obligations hereunder.
- c) **Legal Compliance.** You will keep in good standing all licenses that you need to solicit applications for Policies to be issued by CLIC. You will comply fully with all regulations, rulings, circular letters, proclamations and statutes, federal, state or local, which are applicable to your appointment and status hereunder.
- d) **Acts of others.** You shall be responsible and liable for the acts and omissions of the sub-agents and brokers assigned to you by CLIC and any damages and obligations arising therefrom, which acts and omissions shall, for purposes of this Contract, be deemed to be those of you and not of CLIC.
- e) **Bond.** You shall, upon demand by CLIC, promptly furnish and maintain, at your expense, a security bond satisfactory to CLIC for the payment of any and all amounts which are or become due or payable to CLIC under this Contract or under any prior or subsequent agreement between you and CLIC.
- f) **Processing of Applications.** You shall immediately forward to CLIC all applications for the Policies that you may receive. We will pay all customary underwriting costs, including all reasonable costs, expenses and fees for obtaining such medical and other information we consider necessary to determine the insurability of applicants for Policies. If a Policy is issued as applied for and you personally are unable to deliver said Policy to the applicant for any cause whatsoever, or the applicant fails or refuses to accept the Policy as issued, or if you cause us in any way to incur unnecessary underwriting costs, then we reserve the right to offset from your compensation any and all such underwriting expenses.
- g) **Delivery of Policies.** You agree not to deliver a Policy unless you can reasonably determine that the proposed insured is in as good health as at the time of application, and unless the first premium has been fully paid. You agree to return any Policy which cannot be delivered within thirty (30) days for any reason to the CLIC's home office at the end of the thirty (30) day delivery period.
- h) **Servicing Business.** You will provide for all usual and customary services to insureds and policyholders including prompt delivery of Policies, appropriate responses to inquiries and to complaints from insureds or policyholders or members of the public and to comply with any service standards set forth in any exhibit. You will maintain sufficient supplies and equipment and a staff of competent and trained personnel to produce, develop, underwrite and supervise the Policies covered by this Contract.
- i) **Privacy.** You agree that any nonpublic personal information on any customer or consumer of CLIC is provided for the sole purpose of performing routine and essential transactions at the request of CLIC. You further agree that said information is considered confidential and will not to be disclosed to any other person or entity without the express written consent of CLIC.

#### 4. INDEBTEDNESS

The following obligations shall be due and payable to CLIC on demand:

- a) **Failure to Remit Premiums.** You shall reimburse CLIC and hold it harmless from any loss that may result from your failure to remit premiums collected.
- b) **Repayment of Commissions.** If CLIC refunds any premiums received on policies solicited by you, then you shall immediately reimburse CLIC for any commissions received.
- c) Any commissions that are charged back as provided in the Commission Schedules, as amended, that are part of this Contract.
- d) If you are a partnership or corporation, those amounts due to CLIC shall be a debt to all of the partners or to all of the officers, directors and shareholders of the corporation.

We may offset any indebtedness owed by you, or any sub-agent or broker assigned to you, against any sums due or becoming due to you under the terms of this Contract.

#### 5. COMPENSATION DURING TERM OF CONTRACT

**Commission Schedules.** Attached hereto as part of this Contract are Commission Schedules that specify the percentages of premium that will be paid to you as commissions in connection with the sale of the Policies by you. Commissions shall be paid only with respect to premiums actually received by CLIC. Commissions payable hereunder will be reduced by any commissions paid to any sub-agent or broker appointed to you by CLIC on business written by such sub-agent or broker.

**Changes in Commission Schedules.** CLIC shall have the exclusive right and sole discretion at any time to unilaterally terminate any Commission Schedule or to modify all or any portion of any such Schedule, or the rate, amount or method for determining the commission or compensation, provided such action is uniformly taken with respect to all persons to whom such Commission Schedules apply. Such modifications or terminations shall become effective no less than thirty (30) days from the date CLIC gives you written notice and, unless otherwise agreed to by you and CLIC in writing, shall have no effect on compensation resulting from policies with an effective date prior to the effective date of such modification or termination.

**Accumulation of Commissions.** If commissions payable to you in any period amount to less than fifty dollars (\$50), CLIC may defer payment until the accumulated commissions due to you amount to at least fifty dollars (\$50).

Policies substituted for others upon the same life and modified forms of Policies shall be determined by such practices and regulations as CLIC shall establish from time to time, and shall not be affected by the Commission Schedules. No commissions shall be allowed to you with reference to preliminary term insurance, temporary extra premiums of five years or less, or premiums waived or commuted by reason of death, disability or exercise of Policy options.

**Licensing.** You will pay the fee for your initial resident license and appointment fee. You will bear the cost of any nonresident license and appointment fee for you and any sub-agents and brokers assigned to you by CLIC. You will bear the cost of all renewal resident license fees and the costs associated with license maintenance for you and any sub-agents and brokers assigned to you by CLIC. CLIC will pay the resident renewal appointment fee for you or any sub-agent or broker if you or the applicable sub-agent or broker has met CLIC's requirement for paid business in the preceding twelve (12) months.

**Company Forms.** CLIC will provide you, at CLIC's cost, with application forms, brochures and the various forms necessary to write and service Policies. You will be responsible for all other business expenses.

**Advertising and Sales Promotion.** CLIC will furnish, at CLIC's cost, all blanks, advertising materials, circulars and other printed sales material. CLIC will consider your suggestions or requests for specialized solicitation material, but none may be used without CLIC's prior written approval.

**Premium Refunds.** If CLIC shall refund any premium received by us in accordance with Article 4 (b) hereof, you shall immediately repay CLIC any commissions received by you with respect to such premium.

## 6. VESTING OF COMMISSIONS

All first year and renewal commissions are vested unless this Contract is terminated "for cause."

## 7. TERMINATION OF THIS CONTRACT

This Contract may be terminated without cause and for any reason by either party upon fifteen (15) days written notice delivered or mailed to the other party at its last known address.

This Contract shall automatically terminate as of your date of death or incompetency. In the event of such death or incompetency, any compensation due you shall be paid when due to your lawful spouse, if living and co-habiting with you, otherwise to your estate.

CLIC may terminate this Contract "for cause" by sending to your last known address a written notice of such termination, which shall be effective immediately upon mailing of such notice, if you do any of the following acts:

- a) Fail to strictly observe any company rule, regulation, requirement or instruction, whether written or unwritten,
- b) Violate any state insurance law, regulation or policy,
- c) Withhold any money, policy receipt or property of CLIC,
- d) Rebate or offer to rebate all or part of a premium on a policy of insurance issued by CLIC in violation of the anti-rebate laws of the state in which the Policy is issued,
- e) In the sole judgment of CLIC, establish a pattern of inducing or attempting to induce policyholders of CLIC to discontinue payment of premiums or relinquish all or part of any Policy,
- f) Induce or attempt to induce any agent, sub-agent or broker to leave CLIC's service,
- g) Violate any criminal law or statute,
- h) Make any material misrepresentation or perform any fraud or dishonesty affecting CLIC or its policyholders, or
- i) Breach or violate any provision of this Contract.

CLIC shall have, for each and every such act or omission, the right to terminate this Contract "for cause," and you shall, as of the date of termination, unconditionally forfeit all rights, claims and demands whatsoever you have against CLIC. This forfeiture includes both first year and renewal commissions or other compensation or payment, whether accrued and not payable at the date of termination or to accrue after the date of termination, under this or any previous Contract, agreement or supplementary or amendatory contract or agreement between you and CLIC, but nothing herein shall be construed to affect the rights or claims of CLIC against you under this Contract or otherwise.

**Effect Of Termination.** Upon any termination of this Contract, any and all of your obligations to CLIC shall mature, accelerate and become immediately due and payable in full notwithstanding any agreement to the contrary, and you shall immediately and without further notice return all then undelivered policies and all other property furnished or provided to you by CLIC

If, subsequent to termination of this Contract, you shall misappropriate or impair any funds or property of CLIC or any funds received on account of CLIC, or fail to remit any funds due or property of CLIC within ten (10) days after receipt of demand therefore, CLIC shall be fully

and completely discharged with respect to any and all its obligations under this Contract, including, but not limited to, the payment of any commissions.

**Minimum Payment.** Following termination of this Contract, no Renewal Commissions or Service Fees will be paid to you following any calendar year in which the total amount of such Commissions and Service Fees due to you shall amount to less than three hundred dollars (\$300).

**8. ENTIRE CONTRACT**

This Contract and the Commission Schedules, as amended, and Application for Agent's Appointment and Contract attached hereto contain the entire understanding between the parties and supercedes all prior contracts and agreements there between, whether written or oral, on all matters. No modification of any provision of this Contract, except modifications of the Commission Schedules, shall be effective unless evidenced in a writing signed by you and CLIC.

**9. NOTICE**

Any written notice required under this Contract shall be deemed received on the date mailed, if sent properly addressed to the last known address of the other party by prepaid certified mail, return receipt requested and, if otherwise given, on the date actually received.

**10. APPLICABLE LAW AND VENUE**

This Contract shall be governed by the laws of the state of Texas, and any interpretation of the language, intent, performance or obligation of this Contract shall be done in accordance with the laws of the state of Texas. This Contract is performable in Dallas County, Texas, and any suit, action or proceeding by either party to this Contract must be initiated and brought in Dallas County, Texas. All sums or amounts due or to become due to either party are payable in Dallas, Dallas County, Texas.

**11. ASSIGNMENT**

You may not assign this Contract, or any compensation accruing to you hereunder, or any interest herein except with the written consent of CLIC.

**12. WAIVER**

Failure of CLIC to insist upon strict compliance with any of the provisions of this Contract or any of the rules or regulations of CLIC shall not be construed as a waiver thereof, but such provisions, rules and regulations shall continue to be in full force and effect.

**13. SEVERABILITY**

Any provision of this Contract which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision contained herein, and such other provisions shall remain in full force and effect.

THE CAPITOL LIFE INSURANCE COMPANY  
DALLAS, TEXAS

\_\_\_\_\_  
Agent Name (print or type)

By: \_\_\_\_\_  
Authorized Representative

**X** \_\_\_\_\_  
Applicant/Agent Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date