



Banner Life Contracting

Please fax these pages toll free to IPG:

877-488-3361

Biographical Information *Form# BK-10*

Copy of State License(s) *(resident/nonresident)*

Proof of Errors & Omission Coverage

Adoption Authorization *Form# AB-30*

Direct Deposit of Commissions *Form# BK-12*

Assignment of Commissions *Form# BK-6*
(If applicable)

Completed W9 form



1701 Research Boulevard
Rockville, Maryland 20850
(301) 279-4800
(800) 638-8428

BIOGRAPHICAL INFORMATION FOR CONTRACT APPLICANT

This form must accompany all contracts submitted to Banner Life Insurance Company.

Please print or type all information.

Section I - CONTRACT TYPE

Please check only one. Contract is for: ☐ individual - complete sections I, II, IV and V.
☐ individual, but "doing business as" - complete all sections.
☐ corporation - complete all sections.

Section II - INDIVIDUAL APPLICANT OR CORPORATE PRINCIPAL REQUIRED INFORMATION

Social Security Number: _____ Sex: ☐ Male ☐ Female
Required

Name: _____
Last First Middle Initial

Date of Birth: _____ E-mail Address: _____
Month Day Year

Business Phone: _____ Fax No.: _____

Business Name: _____

Business Address: _____
Street Suite Number City State Zip

Home Address: _____
Street Apt. Number City State Zip

Home Phone: _____ Web Site Address: _____

☐ I am an officer of the below corporation.

Section III - CORPORATE APPLICANT REQUIRED INFORMATION

Tax ID Number: _____
Required

Corporate Name: _____

Corporate Phone: _____ Corporate Fax No.: _____

Corporate Address: _____
Street Suite Number City State Zip

Corporate E-mail Address: _____ Web Site Address: _____

Primary Principal for Corporate Records: _____

Background information reported on page 2 should provide information for the primary principal and the corporation.

Additional Principals: _____

Office Manager or Primary Contact: _____ Phone No.: _____

Toll-Free Number for Client Calls: _____

**INDIVIDUAL APPLICANTS
DO NOT COMPLETE THIS SECTION.**

Please attach a copy of your license(s) for your state of residence and any other states where you plan to do business with Banner. Please complete the second page of this form as well.

Incomplete information will delay contracting.

Section IV - BACKGROUND INFORMATION REQUIRED FROM ALL APPLICANTS

Please provide a detailed letter of explanation for any "yes" answers below. If this is a corporate application, the questions should be answered by the agency principal.

1. Do you have any unsatisfied judgements, garnishments or liens against you? ☐ Yes ☐ No
2. Are you in debt to any insurance company? ☐ Yes ☐ No
3. Have you ever filed for or been declared bankrupt or insolvent either personally or in business? ☐ Yes ☐ No
4. Have you ever been charged with, convicted of, or plead no contest to:
 - a. any felony or misdemeanor? ☐ Yes ☐ No
 - b. any violation of any state insurance regulations or statutes? ☐ Yes ☐ No
 - c. any violation of federal or state securities or investment related regulations? ☐ Yes ☐ No
5. Are you now or have you ever been the subject of any insurance or investment related customer complaint, investigation or proceeding? ☐ Yes ☐ No
6. Have you ever had your contract or appointment terminated or refused by any insurance or financial services company? ☐ Yes ☐ No
7. Have you ever had a license denied, revoked or suspended by any Securities and/or State Insurance Department? ☐ Yes ☐ No
8. Have you used any other names or aliases? ☐ Yes ☐ No

Remarks: _____

Current or previous employer: _____

Are you now or have you ever been contracted or otherwise associated with Banner Life? ☐ Yes ☐ No
or William Penn? ☐ Yes ☐ No

If Yes, please provide details including agent # and agency name: _____

Do you have Errors and Omissions coverage? ☐ Yes ☐ No

If you are a general agent, does your E&O policy cover agent/broker activity? ☐ Yes ☐ No

E&O Carrier: _____ Policy No.: _____

Effective Date: _____ Expiration Date: _____

I hereby certify that all the information given to Banner Life by me is true and correct without any omissions of any kind. I hereby authorize Banner Life to conduct a background investigation on me, including a review of credit worthiness, now or at any time. I understand that information may be obtained through written correspondence, personal or telephone interviews with family, friends, neighbors, business associates or other acquaintances, companies I have worked for or with whom I have been contracted, and any other persons or organizations contracted to supply such information. I also understand and acknowledge that information received by Banner Life may be shared with the general agency indicated below and I hereby expressly consent to the sharing of such information with the general agencies indicated below. I further hereby certify that if this application is approved, I will comply with all the terms and conditions of the Company's Agent/Agency Agreement, including, but not limited to, the terms and conditions therein relating to the Company's Privacy Policy. A photocopy of this authorization shall be as valid as the original.

Print Name: _____

Signature: _____ Date: _____

Section V - AGENCY HIERARCHY STRUCTURE

I certify that I have reviewed this candidate's information and recommend him/her for contracting.

Please appoint _____ with commission addendum _____

who reports to BDGA (if any): Name _____ Code # _____

who reports to BEGA (if any): Name _____ Code # _____

who reports to BMGA (if any): Name LEWIS M. KELLEY JR. Code # YT60000

who reports to GA (required): Name LIFEMARK PARTNERS Code # T540000

Signature of GA Lewis M. Kelley Jr. Date _____

☐ Assignment of Commission form attached. (Assignee must be appointed by Banner Life.)



1701 Research Boulevard
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AGENT/AGENCY COMMISSION PAYMENT PROFILE

Section I - AGENT/AGENCY INFORMATION

Agent/Agency Name _____

S.S.N. and/or Tax ID # _____

Section II - INSTRUCTIONS

Please complete this form to select your commission payment options including direct deposit electronic funds transfer (EFT), then return it to the Commission Department.

Commission Payment Frequency ☐ Daily (EFT required) ☐ Weekly (EFT required)
 ☐ Standard Method (Three times each month)
 ☐ Bi-Weekly (26 times per year) ☐ Monthly

Minimum Transaction Amount \$ _____ (Note: Minimum must be at least \$50.)

Commission Reporting Options ☐ E-mail ☐ Website

E-mail Address _____

Commission Payment Method ☐ Direct Deposit (EFT) ☐ Check

**PLEASE ATTACH A VOIDED CHECK TO THIS AUTHORIZATION
FOR THE CHECKING ACCOUNT REFERENCED BELOW**

Section III - BANK INFORMATION

☐ Please begin the deposit of my NET EARNINGS to the below account.

PLEASE ALLOW 30 DAYS TO START NEW DEPOSITS

FINANCIAL INSTITUTION: _____

BRANCH ADDRESS: _____

TRANSIT ROUTING NUMBER

ACCOUNT NUMBER

□ □ □ □ □ □ □ □ □ □

□ □

Section IV - AUTHORIZATION

I understand all earnings for all agent numbers associated with the above S.S.N. and/or Tax I.D. number will be processed according to these instructions.

If I have selected direct deposit of net earnings in Section III above, then I agree to the following:

I authorize Legal & General America, Inc. and subsidiaries to deposit commission earnings automatically to the account specified above as they become due and payable, by initiating credit entries to my account electronically or by any other commercially accepted method, and I authorize the financial institution named above to credit the same to my account. If funds to which I am not entitled are deposited to my account, I authorize the financial institution to debit the same to my account. This authority will remain in effect until Banner Life Insurance Company has received written notice from me of its cancellation in such time and manner as to afford Banner Life Insurance Company and the financial institution reasonable opportunity to act on it.

Further, I understand a statement of funds deposited will be sent to my E-mail address of record if E-Mail commission reporting option is selected above. Otherwise, commission statements will only be available at the LGAmerica website.

Further, I understand service charges may be associated with my account and I should contact my financial institution to determine these charges. I also understand that Legal & General America, Inc. and subsidiaries is not responsible, in any way, for these service charges.

Signature _____ Date _____



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ASSIGNMENT OF AGENT/BROKER/GENERAL AGENT FIRST YEAR AND RENEWAL COMMISSIONS

For good and valuable consideration, the receipt of which is hereby stipulated:

I, _____, do hereby sell, assign, transfer, set over and convey
(Agent/Broker/General Agency Name)
to _____ of _____ all of
(Print Name) (City, State)
my right, title, interest, claim or demand in and to any and all first year and renewal commissions including service fees,
if any, for all policies due or to become due and payable to me by BANNER LIFE INSURANCE COMPANY, under the
Agent/Broker/General Agency number _____ (or if a number has not been issued, write
"Pending" above and provide the date you signed your BannerLife Agreement _____).
(Agent/Broker/General Agency Agreement Date)

I understand that this assignment will remain in force and be effective until written notice of the payment of the obligation
for which it is given to secure is filed by said assignee with said Insurance Company. Until such time said Company
is authorized and empowered to pay to said assignee the commissions covered hereby as and when the same become
due and payable under said contract and said Insurance Company is released of and from all other and further liabilities
by reason of payments made to said assignee by virtue hereof.

Agent/Broker/General Agent Authorization

Print Name of Agent/Broker/General Agent Assignor

Print Name and Title of Principal or Authorized
Officer for Agent/Broker/General Agent, if applicable

Signature of Agent/Broker/General Agent or Principal
or Authorized Officer for Agent/Broker/General Agent

Date Signed

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt
payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

or

Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- 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 (IRS) 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, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person ▶

Date ▶

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

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

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

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

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

**BANNER LIFE INSURANCE COMPANY
ROCKVILLE, MARYLAND**

AGENT/BROKER AGREEMENT

1. APPOINTMENT

Subject to the terms, limitations, and conditions of this Agreement, the Agent/Broker is hereby appointed to solicit applications for such policies as are issued by the Company wherever it is duly licensed. The Agent/Broker hereby accepts such appointment and agrees to comply with all underwriting guidelines, rules, and regulations of the Company. The Agent/Broker shall carry out the purposes of this Agreement only when and where proper licensing has been obtained.

2. RELATIONSHIP

Nothing contained herein shall be construed to create the relationship of employer and employee between the Agent/Broker and the Company or between the Agent/Broker and the Brokerage General Agent. It is the express intent of all the parties that the Agent/Broker is an independent contractor for all purposes and in all situations. The Agent/Broker shall not represent that he/she/it is an employee of the Company or of the Brokerage General Agent, nor shall he/she/it in any manner hold himself/herself/itself out to be an employee of the Company or of the Brokerage General Agent. The Agent/Broker shall be free to exercise independent judgment as to the time, place, and manner of exercising the authority granted under this Agreement.

The Company shall at all times have the right to refuse, decline, or withdraw from consideration any application for insurance submitted by the Agent/Broker. The Company may make changes as it deems advisable in the conduct of its business, or discontinue issuing any of its products or policies at any time. No liability to the Agent/Broker or right of action against the Company or against the Brokerage General Agent shall arise from the Company's exercise of the above rights. The Company shall have the right to selectively test market any of its products or policies at its discretion.

3. INDEMNITY

The Agent/Broker shall indemnify the Company and the above named Brokerage General Agent and hold each of them harmless from any and all expenses, costs, attorneys' fees, causes of action, losses, and damages resulting or arising from unauthorized acts done by the Agent/Broker or his/her/its employees.

4. COMPENSATION

Subject to the terms and conditions of this Agreement, the Company will pay the Agent/Broker commissions on premiums paid in cash to the Company for policies issued upon applications procured under this Agreement in accordance with the current Agent/Broker Compensation addendum, which is to be considered part of this Agreement. Commissions will be paid through the Brokerage General Agent named in this Agreement. The Agent/Broker shall not be entitled to any other compensation, remuneration, or benefits of any nature for services rendered other than the commissions specified in the current Agent/Broker Compensation addendum.

"Premiums paid in cash" shall mean only premiums received and accepted by the Company and duly reported in keeping with the Company's established accounting procedures. A premium paid by a check which is not collected is not a "premium paid in cash". No commissions will be allowed or paid on any premiums waived by the Company for any reason, including those waived under a disability provision or under a payor provision.

The Agent/Broker Compensation Schedule shall be subject to change, on notice in writing to the Brokerage General Agent by the Company, but such change shall not affect any commissions on policies issued upon applications received by the Company prior to the date when such change becomes effective. The Company may fix the rates of compensation on any new plan or plans of insurance developed by the Company.

If the Company shall become liable for the return of any premiums for any cause, including, but not limited to, premiums returned under the Company's rights to contest a claim and to limit benefits when the insured dies by suicide, the Agent/

Broker shall repay to the Company on demand the total amount of commissions previously paid to the Agent/Broker on such premiums. The obligation to repay such commissions shall be an indebtedness subject to the indebtedness provision of this Agreement.

For policies on which one or more renewal premiums are paid in advance, commissions shall be payable at the time the premium otherwise would have become due.

No commissions shall be paid on interim term premiums or on flat extra premiums. Any commissions payable on other extra premiums shall be in accordance with rules of the Company at date of issue of the policy for which an extra premium is required

In keeping with Company rules, commissions may be reduced on new policies which are replacements of existing Banner Life policies, or on policies of other companies, or on policies for which the applicant is deemed to have a replacement history.

The Agent/Broker shall be entitled to commissions only on policies which, in the opinion of the Company, were fairly underwritten through the efforts of the Agent/Broker. The Agent/Broker shall not be entitled to any commissions on policies written in violation of any applicable federal or state law or regulation. Where a dispute arises regarding commissions under this Agreement, the decision of the Company shall be binding.

5. INDEBTEDNESS

The Company shall have the right to offset any commissions due, or which may become due the Agent/Broker, against any debts now due, or which may become due from the Agent/Broker to the Company. Such indebtedness shall be a first lien against said commissions. The Agent/Broker shall pay any attorney's fees or other collection cost which the Company may incur in connection with any amounts due to the Company under this Agreement.

6. PRIVACY POLICY

The Agent/Broker shall comply with the rules and policies of the company with regard to maintaining the privacy of all non-public, personal information of applicants, customers, policyowners, and beneficiaries. In addition, the Agent/Broker shall comply with all applicable laws and regulations with regard to maintaining the privacy of all non-public, personal information of applicants, customers policy owners and beneficiaries.

The Agent/Broker agrees and acknowledges that it shall be the responsibility of the Agent/Broker to distribute a copy of the Company's Privacy Policy to the applicant at the time of application and to the policyowner at the time of delivery of the policy.

7. LIMITATIONS OF AUTHORITY

The Agent/Broker shall have no authority to, nor shall he/she/it do any of the following:

- A. Make, waive, discharge or change any term, rate or condition stated in any Company policy, Agreement, or approved form; or
- B. Waive a forfeiture; or
- C. Extend the time for payment of premiums or other monies due the Company; or
- D. Collect money for the Company, except initial premiums and then only in strict compliance with the terms and conditions of this Agreement and of the receipts, policies, or Agreements issued by the Company; or
- E. Bring or defend any legal proceeding in connection with any matter pertaining to the Company's business; or
- F. Offer to pay, directly or indirectly, any rebate of premiums or any other inducement not specified in the policy to any person, except as permitted by the law of the state having jurisdiction over the policy; or
- G. Misrepresent or compare incompletely for the purpose of inducing a policyholder in this Company or in any other company to lapse, forfeit, or surrender insurance; or

- H. Transact business in contravention of the laws and regulations of any insurance department and/or governmental authorities having jurisdiction of all subject matters embraced within this Agreement.

8. ADVERTISING

The Agent/Broker shall comply with the rules of the Company with regard to the use of all advertising matter. The Agent/Broker shall not use, permit, or cause to be used, the name of the Company or any advertising regarding its products in any form of publication or other media without obtaining the prior written authorization of the Company. Nothing in the authorization shall be construed to make the Company liable for the cost of such advertising.

9. ASSIGNMENT

No assignment of this Agreement or any commissions hereunder shall be valid unless authorized in advance, in writing, by the Company. Every assignment shall be subject to and subordinate to any indebtedness and obligation of the Agent/Broker to the Company that may be due or become due.

10. PREMIUMS

The Agent/Broker shall collect only the initial premium on applications or insurance policies solicited under the terms of this Agreement, and shall be responsible for all such monies. Such monies shall be collected only by check or other instrument made payable to the Company. The Agent/Broker is not authorized to receive premiums payable to his/her/its personal order. The Agent/Broker shall not collect premiums in currency or coin unless specifically authorized by a Company Officer for a particular transaction. All premium funds received for or on behalf of the Company shall be segregated and held by the Agent/Broker as a fiduciary. Premium funds shall not be used by the Agent/Broker for any purpose whatsoever, but shall be transmitted to the Company immediately following their receipt.

11. DELIVERY OF POLICIES

No policy shall be delivered unless at the time of delivery the applicant is in the state of health and insurability represented in Parts I and II of the application and any supplements thereto, the first premium has been fully paid, and delivery has been made on or prior to the delivery expiration date. The Agent/Broker shall return to the Company, on the day following the expiration of the delivery period, any policy not so delivered, unless a specific extension of the delivery period has been authorized. If the applicant is not in the state of health and insurability represented in the application when delivery is attempted, the policy shall not be delivered, but shall immediately be returned to the Company with a full written explanation.

12. TERMINATION

This Agreement may be terminated at will, with or without cause, by any party giving to the other parties thirty (30) days notice in writing. If the Agent/Broker breaches this Agreement, violates any insurance laws resulting in the suspension or revocation of his/her/its license, or incurs other disciplinary action by the appropriate regulatory authorities, is unable to obtain renewal of a necessary state license, becomes bankrupt, undergoes dissolution of a corporate or partnership form, dies, or the Brokerage General Agent is terminated, the Company may, at its sole discretion, terminate this Agreement without notice as of the date any one or more of these circumstances occur.

If this Agreement terminates by reason of death, the Company shall pay commissions due, or thereafter becoming due, to the Agent's/Broker's estate, or to a duly authorized Executor/Executrix or Administrator.

If the Agent/Broker is a corporation, or subsequently incorporates and assigns this Agreement to such corporation, this Agreement shall automatically terminate in the event the Corporation ceases to do business as a corporation. All commissions due and thereafter becoming due, shall be payable to its successor or duly appointed representative.

13. VESTING

First year commissions and renewal commissions from the second through the tenth year payable under this Agreement shall be vested, subject to the following:

If at any time prior to or subsequent to termination of this Agreement the Agent/Broker shall do or commit any of the following acts, no commissions shall be thereafter payable to the Agent/Broker, any provision of this Agreement to the contrary notwithstanding:

- A. Withholding or misappropriation for his/her/its own use or for the benefit of others, funds of the Company or its policyowners or applicants.
- B. Fraud, malfeasance, or non-feasance in the performance of any duties imposed on the Agent/Broker under the terms of this Agreement.
- C. Inducing or attempting to induce agents of the Company to leave its service or its policyowners to relinquish their policies.

14. WAIVER

No waiver or modification of this Agreement shall be effective unless it is in writing and signed by a duly authorized Company Officer. The failure of the Company to enforce any provision of this Agreement shall not constitute a waiver by the Company of that provision. The past waiver of a provision by the Company shall not constitute a course of conduct or a waiver of that provision in the future.

15. SUPPLIES

All forms, manuals, and other Company supplies furnished to the Agent/Broker by the Company shall remain the property of the Company at all times, and shall be returned to the Company or its representatives promptly upon demand. If this Agreement is terminated or the return of the Company property is otherwise requested, no further commissions shall be payable to the Agent/Broker until the property has been returned.

16. CHOICE OF LAWS

The laws of the State of Maryland shall govern all matters concerning the validity, performance and interpretation of this Agreement.

17. APPASSIST MARKET SIGNATURE AUTHORIZATION

The Agent/Broker authorizes the Company and its representatives to indicate receipt of the Agent/Broker signature (in either original, facsimile or electronic format) and/or to affix a facsimile of the Agent/Broker signature indicated on the AB-30 Adoption Authorization form on all life insurance applications and related forms processed on behalf of the Agent/Broker by the Company. The Agent/Broker hereby represents the signature to be that of the Agent/Broker, an authorized officer or principal who is licensed to conduct life insurance transactions in jurisdictions in which the Agent/Broker operates. The Agent/Broker hereby acknowledges its obligation to immediately notify the Company should the authorization for use of this signature be terminated or revoked in any jurisdiction.

18. ENTIRE AGREEMENT

This Agreement renders void all previous Agreements, whether oral or in writing, between the Company, the Brokerage General Agent, and Agent/Broker. This Agreement, together with the current Agent/Broker Compensation Schedule and any amendments attached hereto now or in the future, constitute the entire Agreement among the Company, the Brokerage General Agent, and the Agent/Broker. The authority of the Agent/Broker shall extend no further than that which is stated in this Agreement.



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**BANNER LIFE INSURANCE COMPANY
ROCKVILLE, MARYLAND**

Agent/Broker Agreement Adoption Authorization

In consideration of the covenants contained in the Banner Life Agent/Broker Agreement (AB-20 AB Agreement (03/09)), this ADOPTION AUTHORIZATION is executed as set forth below by and among Banner Life Insurance Company, called the Company, the General Agent and the Agent/Broker.

All of the parties hereto acknowledge that they have received and read the Banner Life Agent/Broker Agreement (AB-20 AB Agreement (03/09)).

IN WITNESS WHEREOF, the parties hereto have signed this ADOPTION AUTHORIZATION and agree it is effective as of the date authorized by the Company, i.e, The Contract Date.

Agent/Broker

General Agent

Print Name of Agent/Broker

Lewis M. Kelley, Jr.
Print Name of General Agent

Print Name & Title of Principal or Authorized Officer for Agent/Broker, if applicable

Print Name & Title of Principal or Authorized Officer for General Agent, if applicable

Signature of Agent/Broker or Principal or Authorized Officer for Agent/Broker

Lewis M. Kelley, Jr.
Signature of General Agent or Principal or Principal or Authorized Officer for General Agent

Date Signed

Date Signed

Banner Life Insurance Company

Kevin Harty
Print Name

Vice President, Sales
Title

Signature

Date Signed

AGENT/BROKER APPOINTMENT AGREEMENT

For use when compensation is paid by the general agency.

1. APPOINTMENT

Subject to the terms, limitations, and conditions of this Agreement, the Agent/Broker is hereby appointed to solicit applications for such policies as are issued by the Company wherever it is duly licensed. The Agent/Broker hereby accepts such appointment and agrees to comply with all underwriting guidelines, rules, and regulations of the Company. The Agent/Broker shall carry out the purposes of this Agreement only when and where proper licensing has been obtained.

2. RELATIONSHIP

The Agent/Broker has been selected to represent the Company by appointment through the recommendation of the Company's General Agent.

Nothing contained herein shall be construed to create the relationship of employer and employee between the Agent/Broker and the Company or between the Agent/Broker and the General Agent. It is the express intent of all the parties that the Agent/Broker is an independent contractor for all purposes and in all situations. The Agent/Broker shall not represent that he/she/it is an employee of the Company or of the General Agent, nor shall he/she/it in any manner hold himself/herself/itself out to be an employee of the Company or of the General Agent. The Agent/Broker shall be free to exercise independent judgment as to the time, place, and manner of exercising the authority granted under this Agreement.

The Company shall at all times have the right to refuse, decline, or withdraw from consideration any application for insurance submitted by the Agent/Broker. The Company may make changes as it deems advisable in the conduct of its business, or discontinue issuing any of its products or policies at any time. No liability to the Agent/Broker or right of action against the Company or against the General Agent shall arise from the Company's exercise of the above rights. The Company shall have the right to selectively test market any of its products or policies at its discretion.

3. AUTHORITY

The Company grants the Agent/Broker the authority to do the following:

- A. Solicit applications for insurance policies and annuity contracts;
- B. Collect the full premium by applicant check payable to the Company;
- C. Deliver policies issued by the Company in accordance with the Company's delivery instructions.

It is the responsibility of the Agent/Broker to:

- A. Submit promptly to the Company all applications and initial premiums;
- B. Make all reasonable efforts to:
 - 1. Provide prompt service and all reasonable assistance to the Company's policyholders;
 - 2. Prevent replacement of Banner Life policies and otherwise maintain the Company's policies in force;
- C. Comply with all of the Company's rules, which may change from time to time; and
- D. Comply with all applicable insurance laws and regulations.

4. LIMITATIONS OF AUTHORITY

The Agent/Broker shall have no authority to, nor shall he/she/it do any of the following:

- A. Make, waive, discharge or change any term, rate or condition stated in any Company policy, Agreement, or approved form; or
- B. Waive a forfeiture; or
- C. Extend the time for payment of premiums or other monies due the Company; or
- D. Collect money for the Company, except initial premiums and then only in strict compliance with the terms and conditions of this Agreement and of the receipts, policies, or Agreements issued by the Company; or
- E. Bring or defend any legal proceeding in connection with any matter pertaining to the Company's business; or
- F. Offer to pay, directly or indirectly, any rebate of premiums or any other inducement not specified in the policy to any person, except as permitted by the law of the state having jurisdiction over the policy; or
- G. Misrepresent or compare incompletely for the purpose of inducing a policyholder in this Company or in any other company to lapse, forfeit, or surrender insurance; or
- H. Transact business in contravention of the laws and regulations of any insurance department and/or governmental authorities having jurisdiction of all subject matters embraced within this Agreement.

5. ADVERTISING

The Agent/Broker shall comply with the rules of the Company with regard to the use of all advertising matter. The Agent/Broker shall not use, permit, or cause to be used, the name of the Company or any advertising regarding its products in any form of publication or other media without obtaining the prior written authorization of the Company. Nothing in the authorization shall be construed to make the Company liable for the cost of such advertising.

6. PRIVACY POLICY

The Agent /Broker shall comply with the rules and policies of the Company with regard to maintaining the privacy of all non-public, personal information of applicants, customers, policyowners, and beneficiaries. In addition, the Agent/Broker shall comply with all applicable laws and regulations with regard to maintaining the privacy of all non-public, personal information of applicants, customers, policy owners and beneficiaries.

The Agent/Broker agrees and acknowledges that it shall be the responsibility of the Agent/Broker to distribute a copy of the Company's Privacy Policy to the applicant at the time of application and to the policyowner at the time of delivery of the policy.

7. COMPENSATION

The Company has no obligation to the Agent/Broker for the payment of commissions, expense allowances or any other form of compensation in connection with the services the Agent/Broker performs or the expenses that the Agent/Broker incurs in the solicitation of applications on behalf of the Company. The General Agency is solely responsible to compensate the Agent/Broker for these services.

8. TERMINATION

This Agreement may be terminated at will, with or without cause, by any party giving to the other parties thirty (30) days notice in writing. If the Agent/Broker breaches this Agreement, violates any insurance laws resulting in the suspension or revocation of his/her/its license, or incurs other disciplinary action by the appropriate regulatory authorities, is unable to obtain renewal of a necessary state license, becomes bankrupt, undergoes dissolution of a corporate or partnership form, dies, or the General Agent is terminated, the Company may, at its sole discretion, terminate this Agreement without notice as of the date any one or more of these circumstances occur.

If the Agent/Broker is a corporation, or subsequently incorporates and assigns this Agreement to such corporation, this Agreement shall automatically terminate in the event the Corporation ceases to do business as a corporation.

9. WAIVER

No waiver or modification of this Agreement shall be effective unless it is in writing and signed by a duly authorized Company Officer. The failure of the Company to enforce any provision of this Agreement shall not constitute a waiver by the Company of that provision. The past waiver of a provision by the Company shall not constitute a course of conduct or a waiver of that provision in the future.

10. MATERIALS AND RECORDS

All forms, manuals, and other Company supplies furnished to the Agent/Broker by the Company shall remain the property of the Company at all times, and shall be returned to the Company or its representatives promptly upon demand. If this Agreement is terminated or the return of the Company property is otherwise requested, no further commissions shall be payable to the Agent/Broker until the property has been returned.

11. FEES

The Company will pay the resident state appointment fees. The Agent/Broker is responsible for all other Regulatory fees and expenses.

12. TERRITORY

The Agent/Broker has not been assigned an exclusive territory or market segment.

13. CHOICE OF LAWS

The laws of the State of Maryland shall govern all matters concerning the validity, performance and interpretation of this Agreement and, at the Company's option, may be enforced in Maryland courts.

14. APPASSIST MARKET SIGNATURE AUTHORIZATION

The Agent/Broker authorizes the Company and its representatives to indicate receipt of the Agent/Broker signature (in either original, facsimile or electronic format) and/or to affix a facsimile of the Agent/Broker signature indicated on the ABNCA Adoption Authorization form on all life insurance applications and related forms processed on behalf of the Agent/Broker by the Company. The Agent/Broker hereby represents the signature to be that of the Agent/Broker, an authorized officer or principal who is licensed to conduct life insurance transactions in jurisdictions in which the Agent/Broker operates. The Agent/Broker hereby acknowledges its obligation to immediately notify the Company should the authorization for use of this signature be terminated or revoked in any jurisdiction.

15. MISCELLANEOUS

- A. The company reserves the right to change our policies and procedures at any time, including without limitation changing our contracts, contract limits, underwriting standards or decision to do business in any state.
- B. The term Agent/Broker includes the owners, officers, and employees of the Agent/Broker, if applicable.
- C. This Agreement replaces all prior agreements between the Agent/Broker and the Company concerning the subject matter herein.