



"Diversified Insurance and Financial Services Since 1978"

PIC Contracting

- Make sure all pages are completed and signed
- Attach License(s) and E&O
- Make sure your up-line's signature as well as your signature are both on the signature page of the Agent's Agreement (last page of packet)

Please forward completed paperwork to :

BMC Agency, Inc
ATTN: Hillary Hatcher
1529 Sam Rittenberg Blvd., Ste 200
Charleston, SC 29407

843.763.1602 FAX ATTN Hillary Hatcher

hillaryh@bmcagency.com EMAIL



BMC Agency
1529 Sam Rittenberg Blvd. Suite 200
Charleston SC 29407

Professional Insurance Company
 In California, PIC Life Insurance Company
 175 Addison Road
 Windsor, CT 06095

PRODUCER INFORMATION FORM

**Please do not combine the corporation/agency information with the soliciting-producer information.
 A separate form must be filled out for each.**

Full Name

Social Security Number or TIN	Date of Birth	E-Mail	Website
Home Address (#, Street, City, State, ZIP Code)		Home Phone Number	Home Fax Number
Business Address (#, Street, City, State, ZIP Code)		Business Phone Number	Business Fax Number

Note: One of the above addresses must be a street address.

Which is your preferred mailing address? <input type="checkbox"/> Home <input type="checkbox"/> Business	Type of taxable entity: <input type="checkbox"/> Individual/Sole Proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership
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Resident License State	Resident State License Number	Resident State License Line of Business
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Additional State Licenses (Include License Number and Line of Business)

Resident Address(es) For The Last Seven (7) Years (#, Street, City, State, ZIP Code) (Attach additional sheets if necessary)

Employment History For The Last Seven (7) Years (Employer, Address, Dates Employed) (Attach additional sheets if necessary)

Active Appointments With Other Insurance Companies, including other Sun Life and Health Insurance Company (U.S.) affiliates (Company Name, Contact Name & Phone Number) (Attach additional sheets if necessary)

Errors and Omissions Insurance (Coverage is mandatory. Please attach a copy of your E & O certificate or policy summary page.)			
Amount	Policy Number	Carrier	Policy Expiration Date

Have you used any other names or aliases in the last seven (7) years? Yes No If yes, Please list any/all such names: _____

Please indicate to whom commissions will be paid:

For Agencies Being Contracted And Appointed

List names and titles of all officers, partners, principals and controlling persons (If corporation/partnership):

Name	Title	Name	Title
_____	_____	_____	_____
_____	_____	_____	_____

List names of all soliciting-producers who will be soliciting business on behalf of the corporation. Please fill out a separate PIF for each person along with the Assignment and Acknowledgement section on the back of this form:

I am requesting to represent (and be appointed and contracted with, as applicable) the following (*check all that apply*):

- Professional Insurance Company (in CA, PIC Life Insurance Company)
 (Individual Supplemental or Voluntary Life, Hospital Indemnity, Disability Income, Cancer)

(Note: The company or companies indicated above are hereafter referred to as "the Company")

Business Practices (Please Answer All Questions)

(If you answer 'yes' to any questions below, please provide details.)

- 1. Have you ever had an insurance or securities license denied, suspended, cancelled or revoked? Yes No
- 2. Has any regulatory body ever sanctioned, censured, penalized or otherwise disciplined you? Yes No
- 3. Has any state, federal or self-regulatory agency filed a complaint against you, fined, sanctioned, censured, penalized or otherwise disciplined you for a violation of their regulations or state or federal statutes? Yes No
- 4. Has a bonding or surety company denied, ever paid on, or revoked a bond for you? Yes No
- 5. Has any E&O carrier ever denied, paid claims on, or cancelled your coverage? Yes No
- 6. Have you personally ever filed a bankruptcy petition or declared bankruptcy in the prior ten years? Yes No
- 7. Within the prior ten years, has any insurance or securities brokerage firm with whom you have been associated filed a bankruptcy petition or been declared bankrupt either during your association or within 5 years after termination of such association? Yes No
- 8. Are there any unsatisfied judgements, garnishments or liens against you? Yes No
- 9. Are you in debt to any insurance company? Yes No
- 10. Have you ever been convicted of, or pled guilty or nolo contendere to, any felony or misdemeanor other than a minor traffic offense? Yes No
- 11. Are you currently a party to any litigation or subject of any investigations? Yes No
- 12. Have you ever had an appointment with another insurance company denied or terminated for cause? Yes No

Acknowledgment

I acknowledge and agree that this *Producer Information Form* does not constitute a contract. I acknowledge the continuing legitimate business need of the Company and of Sun Life Financial and its affiliates for additional financial and personal background information and hereby consent to the Company obtaining such information from time to time as it deems necessary through independent investigation and/or through a consumer report obtained from a consumer reporting agency. I consent to the Company's sharing the information contained in this *Producer Information Form* or any other information the Company may obtain, including consumer reports, with Sun Life Financial and its affiliates for the purpose of establishing my eligibility and/or continuing eligibility for appointment with the Company and/or Sun Life Financial or one or more of its affiliates. I further consent to the disclosure of this *Producer Information Form* and background information to government or regulatory agencies.

I authorize the employers and insurance companies listed herein, and in any background reports pertaining to me, to release any and all information concerning my previous employment and appointments and any pertinent information they may have, personal or otherwise, and release all parties from all liability for any damage that may result from furnishing same. Finally, I acknowledge and agree that my appointment will, in part, be based upon this *Producer Information Form* and background information, and that any representation made herein which is found to be inaccurate or incomplete shall be grounds for termination of my appointment.

I hereby certify under penalty of perjury that the information provided herein is accurate and complete. I have read, understood, and agree to comply with all applicable written procedures and rules the Company has or may establish to govern the conduct of its business as well as all applicable laws and regulations.

By signing below, I hereby acknowledge and agree that I have reviewed the terms and conditions of the producer contract and agree to adhere to the same.

Signature: _____ Date: _____
Mandatory

All soliciting-producers must complete the following Assignment and Acknowledgment form.

Assignment and Acknowledgment

I, _____, represent that I am an employee/representative of _____ and under the terms of my employment agreement, I am, as a condition of employment, obligated to assign policies to my employer for good and valuable consideration. I hereby assign to the above named corporation/company all of my rights, title and interest in and to any and all of the first year and renewal commissions and any other compensation that may become payable under any contract(s) I have as an agent with Sun Life Financial of Windsor, Connecticut or Professional Insurance Company (in CA, PIC Life Insurance Company hereafter referred to as "PIC") of Frisco, Texas.

Sun Life Financial or PIC shall be fully discharged and released by the payment of commissions and other compensation in accordance with the terms of this Assignment.

Sun Life Financial or PIC retains all rights under its contract(s), including, but not limited to, the right of set-off. Sun Life Financial or PIC further reserves the right to make required deductions for social security, various taxes, company benefit plans, other insurance charges and miscellaneous items.

I agree that all the premiums due for business written under any and all contracts with Sun Life Financial or PIC will be remitted to Sun Life Financial or PIC without the deduction of commissions and that I will not accept any payment or commissions from any Sun Life Financial or PIC group office.

Sun Life Financial or PIC assumes no responsibility for the validity of this assignment.

Signature: _____ Date: _____
Assignor

Received and duplicate filed in Windsor, Connecticut this _____ day of _____, 20_____.

Sun Life Financial / Professional Insurance Company (dba PIC Life Insurance Company in CA)

By: _____

BMC Agency
1529 Sam Rittenberg Blvd. Suite 200
Charleston SC 29407

Professional Insurance Company
In California, PIC Insurance Company
175 Addison Road
Windsor, CT 06095

DISCLOSURE OF INTENT TO OBTAIN CONSUMER REPORTS

This is to advise you that Professional Insurance Company (In California, PIC Life Insurance Company) and its affiliates may obtain one or more consumer reports with respect to establishing your eligibility for employment, appointment, promotion, reassignment, and/or retention as an employee, agent and/or representative of Professional Insurance Company (In California, PIC Life Insurance Company), or one or more of its affiliates.

If requested, the report will be obtained from the investigative consumer-reporting agency named below:

Business Information Group, Inc.
P.O. Box 130
Southampton, PA 18966
(800) 260-1680

The report may contain information regarding your character, general reputation, personal characteristics and mode of living. The nature and scope of the report is: financial and credit history, criminal records search, licensing and disciplinary action history, and employment history verification.

California Residents: I acknowledge receipt of the attached summary of Section 1786.22 of the California Investigative Consumer Reporting Agencies Act outlining my rights under California law in connection with the investigative consumer report. Pursuant to the California Investigative Reporting Agencies Act, you have the right to request a copy of the investigative consumer report from the agency named above. You also may request a copy of the report from Professional Insurance Company (In California, PIC Life Insurance Company) by checking:

I request that Professional Insurance Company (In California, PIC Life Insurance Company) send me a copy of the investigative consumer report.

Minnesota and Oklahoma residents: Under Minnesota and Oklahoma law, you have a right to request a copy of the investigative consumer report from the agency named above. Select the following box if you would like to receive a copy

I have received and understand the attached summary of my rights under the Federal Fair Credit Reporting Act.

AUTHORIZATION TO OBTAIN CONSUMER REPORTS

The undersigned hereby authorizes Professional Insurance Company (In California, PIC Life Insurance Company) and its affiliates to procure one or more consumer reports and share the information obtained therefrom with each other with respect to establishing your eligibility for employment, appointment, promotion, reassignment, and/or retention as an employee, agent, and/or representative of Professional Insurance Company (In California, PIC Life Insurance Company), or one or more of its affiliates.

Date

Signature

Print Name

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	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	<input type="checkbox"/> Exempt from backup withholding	
	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. 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.

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

Social security number								
or								
Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

1. 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**
2. 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**
3. I am a U.S. person (including a U.S. resident alien).

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 ▶
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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.

U.S. person. 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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

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.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515**, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a **nonresident alien or a foreign entity** not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments (29% after December 31, 2003; 28% after December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will **not** be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate **Instructions for the Requester of Form W-9**.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note: *You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).*

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note: *If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.*

Exempt payees. Backup withholding is **not required** on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2);
2. The United States or any of its agencies or instrumentalities;
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities;
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities; or
5. An international organization or any of its agencies or instrumentalities.

Other payees that **may be exempt** from backup withholding include:

6. A corporation;
7. A foreign central bank of issue;
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;

9. A futures commission merchant registered with the Commodity Futures Trading Commission;
10. A real estate investment trust;
11. An entity registered at all times during the tax year under the Investment Company Act of 1940;
12. A common trust fund operated by a bank under section 584(a);
13. A financial institution;
14. A middleman known in the investment community as a nominee or custodian; or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, **1** through **15**.

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13 . Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹ See **Form 1099-MISC**, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are **not exempt** from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner **LLC** that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)** on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note: See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at www.ssa.gov/online/ss5.html. You may also get this form by calling 1-800-772-1213. Use **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at www.irs.gov.

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Writing "Applied For" means that you have already applied for a TIN **or** that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** on page 2.

Signature requirements. Complete the certification as indicated in **1** through **5** below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item **2** in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item **2** of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ **You must show your individual name**, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: *If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.*

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



GENERAL AGENT CONTRACT

A. DESIGNATION

The General Agent named below is herein referred to as You or Your. *PROFESSIONAL INSURANCE COMPANY*, a Texas corporation, is herein referred to as the Company. This General Agent's Contract, including any supplements, amendments, or agreements attached hereto, is herein referred to as the Contract, and is entered into between You and the Company.

B. APPOINTMENT

1. The Company hereby appoints You as General Agent to secure personally or through Your licensed and duly appointed General Agents applications for insurance policies and annuity contracts to be issued by the Company, provided You hold the requisite licenses and have been approved through the Company's appointment process. You accept the appointment, subject to the terms and conditions hereof. This Contract does not grant exclusive rights in any territory for the sale of any products.
2. You are authorized, subject to the prior written consent of the Company, to appoint and train General Agents to solicit and write applications for such insurance and annuity contracts as the Company shall issue.
3. Each Agent You submit for appointment shall enter into a written Contract with You and the Company, on approved forms, without modification thereof. The Company may approve or reject any General Agent You submit. You also agree, upon receipt of written consent from the Company, to terminate all Company Contracts or licenses of any General Agent previously appointed by You.
4. The Company may loan monies representing advance commissions to You or any General Agent You appoint, subject to the approval of the Company and based upon Company rules thereof. The Company may, at any time, discontinue making loans, reduce the amounts which may be loaned, or change the terms and conditions for making such loans to You or any General Agent You appoint.

C. RELATIONSHIP

Nothing contained herein is intended to create the relationship of employer or employee between You and the Company. You shall, at all times, be an independent contractor. You shall be free to exercise Your own judgement as to the time, place, and means of performing all acts hereunder, but You shall conform to the Company rules and regulations concerning the solicitation of insurance or annuity contracts, without restricting Your freedom of independent judgement in any way.

D. RESPONSIBILITIES AND LIMITATIONS

1. **GENERAL.** During the continuation of this Contract, You agree that You and the General Agents You appoint shall (a) promptly deliver policies sent to You or Your General Agents for delivery; (b) be governed by all Company rules and instructions; (c) solicit only in the states in which You and Your General Agents are licensed to do business; (d) comply with all municipal, state and federal laws, orders, rules and regulations; and (e) be responsible for obtaining and maintaining the necessary licenses and appointments to sell the Company's products in the states in which You and Your General Agents operate, whether resident or non-resident.
2. **MONIES HELD IN TRUST - BOND.** Checks, drafts of money orders taken by You, on behalf of the Company, shall be made payable to the order of "PROFESSIONAL INSURANCE COMPANY" and may not be endorsed or cashed by You. All monies You receive or collect on behalf of the Company shall be held in a fiduciary capacity for its benefit and shall be immediately forwarded to the Company. The Company reserves the right to require a surety bond satisfactory to the Company.
3. **LIMITS OF AUTHORITY.** You are not authorized to waive, alter, or change any provision or condition of the Company's insurance policies or annuity contracts, General Agent contracts, literature, or receipts; modify or extend the amount of any premium payment due the Company, except initial premiums and additional first-year premium collected when a policy is delivered. You shall not enter into any contract, incur any expense or obligation of any character whatsoever, or cause or permit the insertion or distribution in any publication or otherwise, of any advertising or publicity matter in any way involving the Company without the prior authority of the Company.
4. **APPLICATIONS AND POLICIES.** The Company may, at its discretion, reject applications or refund premium for insurance policies or annuity contracts submitted by You or Your General Agents without specifying the cause, and withdraw, substitute, or change any insurance policy annuity contract, or premium rate used by the Company.
5. **INDEBTEDNESS TO THE COMPANY.** You will be responsible for the payment to the Company of all monies which (a) You or any General Agent You appoint collect on the Company's behalf; (b) are loaned to You or to any General Agent You appoint by the Company; (c) are due the Company because of commissions paid to You or any General Agent You appoint upon premiums which the Company thereafter returned; and (d) are paid to You or any General Agent You appoint, which are now due under this Contract. Until the Company receives all such monies from You or any General Agent You appoint, the same shall be a debt payable on demand, and for which You are personally liable. Should this Contract terminate, the Company may declare the entire amount of indebtedness due the Company, by You or Your General Agents, immediately due and payable. Such unpaid indebtedness shall accrue interest from the date of termination of Your Contract at the bank prime interest rate then in effect.
6. **INDEBTEDNESS TO THE RAD.** Should You or any General Agent You appoint fail to repay any indebtedness due the Company, pursuant to the terms of this Contract, and the RAD named below repays such indebtedness to the Company, then You shall be responsible for the repayment to the RAD upon demand of all such monies expended by the RAD to discharge the indebtedness, together with interest, at the bank prime interest rate then in effect.
7. **LIEN.** As security for the payment of any indebtedness to the Company, by You or any General Agent You appoint, under this or any other Contract with the Company, the Company shall have a first and prior lien against compensation due You under such Contracts. The Company's lien is superior to all other liens under this or any other Contract with the Company. The Company

may, at any time, offset any such indebtedness against compensation due You under this or any other Contract You have with the Company, including, but not limited to Your unearned commission account. Any such offset shall not constitute an election by the Company to forego any other remedy to collect the indebtedness that it might have.

8. **REIMBURSEMENT AND INDEMNIFICATION.** You shall reimburse and/or indemnify the Company for any loss, including attorneys' fees, resulting from any actions by You or Your General Agents, and for all costs, expenses, and attorneys' fees that the Company may incur in recovering from You or Your General Agents, any property or indebtedness belonging to the Company. You agree to indemnify and hold the Company harmless for any claim, loss, expense cost, or liability which it may incur resulting from You or Your General Agents' breach of the terms of this Contract or violation of any rule or regulation or failure to comply with any Court Order.
9. **COMPANY PROPERTY.** Sales brochures, applications, rate books, policyholder cards, and all other supplies furnished by the Company will remain Company property and shall be accounted for and returned by You or Your General Agents on demand. You agree to be responsible for any damage or misuse thereof. Company property is subject to examination by a duly authorized representative of the Company.

E. COMPENSATION WHILE CONTRACT IS IN EFFECT

1. The Company shall pay You first-year commissions and renewal commissions pursuant to the Commission Schedule then in effect. Commissions are based on premiums received in cash and accepted by the Company for issued policies and annuity contracts solicited by and bearing the signature of You or Your General Agent.
2. Any compensation paid directly to any General Agent appointed by You, pursuant to a provision of this Contract, shall be deducted from any compensation otherwise payable to You.
3. Commissions to be paid to You by the Company, in the event of conversions, reinstatements, extra premiums, policies substituted for others along the same line, modified forms of policies, and any additional benefits or riders shall be determined by the rules and regulations that the Company shall establish from time to time and the Commission Schedule shall not apply thereto.
4. No commissions shall be allowed You for (a) preliminary term insurance; (b) premiums waived or commuted by reason of death, disability, or exercise of policy options; (c) temporary extra premiums; (d) premiums paid in advance except as they are applied toward payment of the current premiums; or (e) less than a modal premium acceptable by the Company.
5. Commissions on premiums paid subsequent to a lapse of a policy will be individually determined by the Company for each case.
6. The Commission Schedules are subject to change by the Company upon notice in writing to You, but the change shall not affect any policies or contracts issued upon applications You solicited prior to the effective date of the change.

F. TERMINATION WITHOUT CAUSE AND VESTING

1. At any time, either You, or the Company may terminate this Contract without cause, on thirty (30) days written notice sent to the last known address of the other. If You are an individual, this Contract shall immediately terminate, without cause, upon Your death. If You are a partnership, the death of either partner shall not terminate this Contract, but it shall continue in force for new business only, in favor of the surviving partner, subject to the provisions of any written Partnership Agreement that the Company had prior written notice of. If You are a corporation, this Contract shall immediately terminate upon Your dissolution, bankruptcy, or insolvency.
2. In the event this Contract is terminated without cause, first year commissions, if any, shall be paid to You, in accordance with the terms of the Commissions Schedule on premiums thereafter received by the Company upon policies issued because of applications procured by or through You prior to the termination of this Contract. Your renewal commissions will also be paid to You, if Your Contract has been in effect for not less than twelve (12) calendar months, as long as You earn a minimum of \$300 in each succeeding three-month period following the termination of this Contract.

G. TERMINATION FOR CAUSE

This Contract shall terminate immediately, for cause, without notice, if You:

1. Breach any provision hereof;
2. Fail to conform to Company rules and regulations;
3. Violate any statute, rule or regulation of a government agency regarding the sale of insurance or annuities, or fail to comply with a Court Order;
4. Induce or attempt to induce any General Agent or employee of the Company to terminate his/her relationship with the Company;
5. Induce or attempt to induce any policyholder of the Company to reduce or discontinue any premium payments to it;
6. Withhold or convert Company property;
7. Commit any other willful or dishonest act which shall injure the Company in its public relations; or
8. Threaten or act in any abusive manner toward the Company or any of its employees.

H. FORFEITURE

If this Contract is terminated for cause, You shall forfeit to the Company all right, title and interest to any compensation under this Contract. If this Contract is terminated without cause, but the Company discovers that during Your Association with the Company, or afterward, that You have committed any of the acts described in Article G, then You shall forfeit to the Company all right, title, and interest in any compensation under this Contract. A forfeiture under this Paragraph shall not constitute an election by the Company to forego any claim it may have against you.

I. CONFIDENTIALITY AGREEMENT FOR CONFIDENTIAL INFORMATION

Whereas, the Company may disclose information to You in the performance of Your services for the Company. You agree to protect the confidential material and information that may be disclosed between the Company and You. Therefore, in consideration of the covenants and agreements hereafter set forth and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Company and You agree as follows:

Definitions

"Agent Information" means non public personally identifiable information, as those terms or similar terms are defined by Applicable Law and this Contract, obtained by You with respect to a Consumer relating to Your independent transactions or services for such Consumer and includes (i) personally identifiable financial or health information with respect to a Consumer that is not publicly available, and (ii) any list, description, or other grouping of prospective, current and former Consumers (and publicly available information pertaining to them) that is derived using any personally identifiable financial or health information that is not publicly available. Agent Information shall not include information obtained by You, whether from the Consumer, the Company or otherwise, with respect to a Consumer relating to the Company product or service, servicing of the Company products or services, or claims relating to such products or services.

"Applicable Law" means all applicable federal, state and local statutes, regulations, regulatory guidelines, and judicial or administrative interpretations.

"Consumer" means an individual who seeks to obtain, obtains or has obtained insurance or another financial product or service from the Company or You, which product or service is used or intended to be used for personal, family or household purposes.

"Company Information" means non public personally identifiable information, as those terms or similar terms are defined by Applicable Law and this Contract, obtained by the Company with respect to a Consumer relating to the Company's offering or provision of products or services to such Consumer and includes (i) personally identifiable financial or health information with respect to a Consumer that is not publicly available, and (ii) any list, description, or other grouping of prospective, current and former Consumers (and publicly available information pertaining to them) that is derived using any personally identifiable financial or health information that is not publicly available. Company Information also shall include information obtained by You, whether from the Consumer, the Company or otherwise with respect to the Consumer relating to a Company product or service, servicing of the Company products or services, or claims relating to such products and services.

Use and Disclosure of Company Information and Agent Information

You shall use and disclose Company Information solely in accordance with Applicable Law and this Contract. Subject to the provisions of this Contract, any other contract or agreement between You and the Company and Applicable Law, You may use Agent Information in your sole discretion.

Except as provided in this Section, You shall use Company Information solely for the purposes for which it was disclosed and shall not reuse or redisclose Company Information for other purposes, except (a) to provide services or products on the Company's behalf, including but not limited to, offering products and/or services to the Consumer, (b) in order to effect, administer or enforce a transaction requested or authorized by the Consumer, (c) subject to any agreements between the You and the Company, or (d) with Consumer consent provided in accordance with Applicable Law and pursuant to a privacy notice provided by You to Consumer.

Prior to You disclosing Company Information to an affiliate or third party in order to perform services or functions under this Contract, You must (i) enter into a confidentiality agreement requiring such third party to maintain the confidentiality of such information, and (ii) restrict such affiliate or third party from disclosing Company Information except to perform services or functions pursuant to this Contract between You and the Company.

You shall maintain the confidentiality of Company Information. You either shall return Company Information to the Company or destroy Company Information upon request of the Company once the services contemplated by this Contract have been completed. The disclosure restrictions of this Section shall not apply to Company Information or Agent Information that is required or specifically permitted to be disclosed by You pursuant to Applicable Law, regulatory request, legal process, subpoena or court order.

Notwithstanding any provision in this Agreement to the contrary, nothing within the Agreement shall prevent You from disclosing to a potential or existing client the existence, amount or components of any compensation You are eligible to receive for the sale and servicing of the Company products.

You agree to comply with all legal and regulatory requirements, and all Company directives concerning the disclosure of its compensation to potential or existing clients

For the purposes of this section, "compensation" shall be construed broadly to include, without limitation, all commissions, incentive compensation, fees, awards, bonuses, gifts, prizes, or other forms of additional compensation directly or indirectly related to the sale and servicing of the Company Products.

If You or any of Your representatives are requested pursuant to, or become compelled by Applicable Law, regulatory request, legal process, subpoena or court order to disclose Company Information, You will provide the Company with prompt advance written notice of such intended disclosure so that the Company may seek a protective order or other appropriate remedy or, in the Company's sole discretion, waive compliance with the terms of this Contract. If such a protective order or other remedy is not obtained, or the Company waives compliance with the terms of this Contract, You will furnish only that portion of the Company Information which is legally required and You shall cooperate with the Company's efforts (at the Company's sole expense) to obtain reliable assurance that confidential treatment will be accorded the Confidential Information.

Equitable Relief. You agree that in the event of Your breach or threatened breach of this Section, the Company shall be entitled to injunctive and/or other preliminary or equitable relief, in addition to any other remedies as provided for in this Contract or available by Applicable Law. This shall survive termination of this Contract.

Audit. The Company may audit Your use and disclosure of Company Information, as well as Your safeguards to protect Company Information, during regular business hours upon forty-eight (48) hours prior notice.

Data Security. You shall implement and maintain appropriate administrative, technical and physical safeguards to 1) ensure the security and confidentiality of Company Information, 2) protect against any anticipated threats or hazards to the security or use of Company Information, and

3) protect against unauthorized access to or use of Company Information which could result in substantial harm or inconvenience to any consumer.

The Company shall use and disclose Agent Information solely in accordance with Applicable Law. Subject to the provisions of this Contract, any other agreement between the Company and You and Applicable Law, the Company may use Company Information in its sole discretion.

Except as provided in this Section, the Company shall use Agent Information disclosed to the Company by You solely for the purposes for which it was disclosed and shall not reuse or redisclose Agent Information for other purposes, except (i) to provide services or products under a marketing arrangement (ii) in order to effect, administer or enforce a transaction requested or authorized by the Consumer, (iii) subject to any agreements between the You and the Company, or (iv) pursuant to a privacy notice provided by the Company to Consumer.

The disclosure restrictions of this section on the Company shall not apply to Company Information or Agent Information that is required or specifically permitted to be disclosed by the Company pursuant to Applicable Law, regulatory request, legal process, subpoena or court order.

Indemnification. You shall indemnify and hold harmless the Company, its directors, officers, agents, employees, affiliates, successors and assigns from and against any and all liability, causes of action, claims, and the reasonable and actual costs incurred in connection with, or resulting from (1) a breach of this Section, (2) a breach of Applicable Law, and (3) claims or government investigations that You have violated Applicable Law.

J. PROHIBITED PERSONS POLICY

You agree to comply with the Company's Prohibited Persons Policy as follows. Federal law prohibits an individual from engaging in the business of insurance if the individual (a "prohibited person") has been convicted of certain felony crimes. It is the Company's practice to screen producers in order to identify prohibited persons. If You failed to disclose a previous felony conviction to Company, or if You are subsequently convicted of a felony, You must immediately contact Company's Compliance Department for further instructions. Your conviction may or may not prevent you from representing Company, depending upon the facts surrounding Your conviction and appropriate legal analysis. If You are aware of any individual representing Company or any other GE Financial Assurance company that You believe may be a prohibited person, immediately contact the Company Compliance Department or the Company Integrity Helpline. Information about an individual's personal history that is gathered in accordance with this policy shall be confidential. Such confidential information shall not be discussed or disclosed except as reasonably required to comply with the law or this policy.

Federal law imposes severe penalties for violations. Penalties include criminal fines and 5 years imprisonment, plus civil penalties of \$50,000 or more for each violation. In addition, failure to comply with this policy may result in immediate disciplinary action, up to and including termination of this contract and the agency created hereunder.

K. MISCELLANEOUS PROVISIONS

- 1. INJUNCTION.** You agree that if during this Contract or within two (2) years after its termination, You do any of the acts described in Article G, Paragraphs 4, 5 or 6 of this Contract, that damages, if any, and remedies at law for doing such acts would be inadequate. Therefore, in the event You do any such acts, the Company shall be entitled to an injunction, without the necessity of furnishing bond, restraining You from any such act. You agree that any such act would result in continuing irreparable harm and damage to the Company, but nothing contained herein shall be construed as prohibiting the Company from pursuing any other remedies available to it, including the recovery of damages from You.
- 2. BANKRUPTCY.** If you should take or be placed in bankruptcy to the extent of any amount due the Company under this or any other Contract with the Company, no compensation shall be payable under this Contract and any such compensation shall immediately become the Company's property.
- 3. PLACE OF PAYMENT AND ENFORCEABILITY.** This Contract is made subject to the laws of the State of Connecticut, and all compensation payable hereunder shall be payable at Windsor Connecticut. In consideration of the execution of this Contract and other valuable considerations, You agree that any litigation resulting from the violation of the terms and conditions of this Contract by You or the Company shall be brought in Connecticut.
- 4. SUPERSEDE AND WAIVER.** This Contract supersedes and replaces any Contract or Agreement previously entered into between You and the Company, with respect to any future transactions. However, any rights You and the Company have under any previous Contract are otherwise unaffected except as expressly provided in this Contract. The Company's failure to enforce any provisions of this Contract shall not constitute a waiver of any provisions of this Contract.
- 5. SAVINGS CLAUSE.** If any provision of this Contract shall be contrary to the laws of the particular state, county or jurisdiction where used, this Contract shall be construed as not containing the particular provision held to be invalid and the rights and obligations of You and the Company shall be construed and enforced in such a manner as nearly as possible to effect the intent and purposes of the Contract.
- 6. ENTIRE CONTRACT.** Upon execution by You, the Regional Agency Director, and two authorized officers of the Company, and provided that You hold the requisite licenses and have been approved for appointment by the Company, this Contract shall thereupon be effective as of the Effective Date.
- 7. MODIFICATION OF CONTRACT.** No amendment or other modification to this Contract shall be binding on the Company unless it is in writing and signed by two authorized officers of the Company.

EXECUTION


IN WITNESS WHEREOF You and the Company have caused this Contract, with attachments, to be executed this

_____ day of _____, 20____
Effective Date

GENERAL AGENT

REGIONAL AGENCY DIRECTOR

GENERAL AGENT

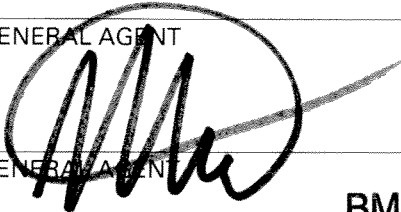


Senior Vice President & General Manager,
Genworth Life and Health Insurance Company

GENERAL AGENT



Vice President, Financial & Actuarial Management,
Genworth Life and Health Insurance Company



GENERAL AGENT

BMC Agency
1529 Sam Rittenberg Blvd. Suite 200