

*your*  
**annuity&life**  
*retirement designers*

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## LICENSING REQUIREMENTS

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Please include the following requirements and Fax to **888.207.9489**  
Or E-Mail to **contracting@retiredesign.com**

### **Contracting Requirements**

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- Completed Contracting Packet
- Copies of all Resident and Non-Resident Licenses
- Current E&O Coverage Declaration Page
- Voided Check for EFT
- If you answered “yes” to any question re: special circumstances, please include an Explanation Document.

### **Training Requirements**

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- If you are submitting new business with contracting, please provide a copy of the client application. Also please ensure you have completed the Carrier Product Training PRIOR to dating any new business.
- If applicable, provide a copy of your NAIC state required suitability training completion certificate.
- Please complete your AML Training via the LIMRA site.

<https://aml.limra.com>

**Username:** First four letters of last name and last six of the social - all lowercase

**Password:** First time users will use the last name (lowercase)

**Licensing Questions please call:**

**800.931.0138**

www.RetireDesign.com



# Lafayette Life Insurance Company

A member of Western & Southern Financial Group

## 2500 Contract Series Licensing & Contracting Instructions and Checklist

In states that permit pre-appointment solicitation, Lafayette Life Insurance Company (LLIC) processes appointments with an effective date on or before the sign date of your first application. **All insurance licenses, Anti-Money Laundering (AML) training, Errors & Omissions (E&O) insurance and any required annuity product training and/or suitability continuing education (if writing annuity business), must be in good standing as of that date.**

If you have taken an application, please provide:

Policy Application sign date: \_\_\_\_\_ Policy Application sign state: \_\_\_\_\_

Please submit the following items:

- 2500 Agreement-signed by appropriate persons/entities as indicated.
- Business Background Summary completed in detail and signed.
- W9 form complete for any agent or entity that will be paid commissions. Sign & date.
- Agent's Responsibilities form-read carefully, sign and date where indicated.
- Authorization for Electronic Funds Transfer. Complete this form and return with a voided check copy from the account to be used.
- Daily Commission Payment - indicate amount and date.
- Copy of the Certificate of Insurance of your Errors and Omissions coverage. **This must be maintained in order to keep your contract.**
- If not using LIMRA for AML training, please provide proof of completion of AML training from an authorized vendor dated within the previous 24 month period. **This must be completed once every two years for LLIC to continue to issue new business.**
- If planning to sell LLIC annuities, please provide proof of completion of any state required annuity suitability continuing education course and your completed LLIC Product Specific training quiz. **This must be completed prior to soliciting new annuity business.**

Please identify the selling hierarchy for your Lafayette Life business - enter only those that apply.

**SIGA NAME:** \_\_\_\_\_ Agent # \_\_\_\_\_

**IGA NAME:** \_\_\_\_\_ Agent # \_\_\_\_\_

**MGA NAME:** \_\_\_\_\_ Agent # \_\_\_\_\_

**IMO NAME:** \_\_\_\_\_ Agent # \_\_\_\_\_

If you are requesting appointment for an IGA or MGA, please make sure you review the selection of commission schedules and select the appropriate level for each entity.

All materials must be returned to the IMO for signature.

If you need assistance in completing your packet or have any questions, please contact 800-443-8793, option 2, then 8, or email [LLICContracting@llic.com](mailto:LLICContracting@llic.com).



# Lafayette Life Insurance Company

A member of Western & Southern Financial Group

**Return Completed form to:**  
 Licensing Department  
 400 Broadway, MS P2  
 Cincinnati, OH 45202-4203  
**Email:** LLIC-licensing@lic.com  
**Fax:** 513.362.2364

## BUSINESS BACKGROUND SUMMARY

Please print or type		PERSONAL	
Name (Last, First, Middle)		<input type="checkbox"/> CLU <input type="checkbox"/> ChFC <input type="checkbox"/> _____	Other Names Known By (i.e., nickname, maiden)
Name of Agency/Corporation/Trade Name/DBA: (include any assumed name)			
Social Security Number	Agent's Date of Birth	National Producer Number	
Business Address to be used for UPS/FedEx (Number & Street, City, County, State & Zip Code)		Business Telephone ( )	
(Post Office Box, City, State & Zip Code)		Fax Number ( ) Mobile Number ( )	
Residence Address (Number & Street, City, County, State & Zip Code)		Residence Telephone ( )	
E-Mail Address		WEB Page	

## CORPORATIONS

Does the corporation hold an insurance agent license in all states where it does business?  Yes  No

Name \_\_\_\_\_ Tax ID \_\_\_\_\_ State of Incorporation \_\_\_\_\_

Principal Name \_\_\_\_\_

Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

## PLEASE READ AND ANSWER EACH QUESTION

- | Yes   | No    |                                                                                                                                                                                                                                                    |
|-------|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| _____ | _____ | 1. Do you now owe any money to another insurance company or governmental entity or have you ever discontinued selling for another insurance company when you were indebted to the company?                                                         |
| _____ | _____ | 2. Have you been a party to a bankruptcy or receivership proceeding involving your personal or business debts?                                                                                                                                     |
| _____ | _____ | 3. Have you <b>ever</b> had or are you currently involved in any personal or business tax liens, suits, or judgments?                                                                                                                              |
| _____ | _____ | 4. Has any insurance company ever terminated any agency, agent, or broker contract with you for reason other than insufficient sales?                                                                                                              |
| _____ | _____ | 5. Have you <b>ever</b> had charges filed against you by any state insurance department?                                                                                                                                                           |
| _____ | _____ | 6. Has any person ever complained to an insurance company, insurance department, SEC, FINRA or other agency about your conduct as an agent?                                                                                                        |
| _____ | _____ | 7. Has your insurance agent's license ever been suspended or revoked or have you ever been denied a license?                                                                                                                                       |
| _____ | _____ | 8. Have you ever been convicted of, or pled guilty to, or entered a plea of no contest to, a felony or a misdemeanor?                                                                                                                              |
| _____ | _____ | 9. Do you have professional liability or errors and omissions insurance? <b>Please provide Certificate of Insurance. E&amp;O coverage is required.</b>                                                                                             |
| _____ | _____ | 10. Have you completed LIMRA's Anti-Money Laundering training? If NOT, please enclose a recent certificate of completion from another certifying organization. <b>AML training must be completed every two years.</b>                              |
| _____ | _____ | 11. Will you solicit or take application for any Lafayette Life annuity products? If yes, please complete and submit Lafayette Life's annuity product quiz and proof of completion of any state required annuity suitability continuing education. |

If the answer to any of these questions is "YES," list number and please provide dates and **send documentation and explanation.**

**INSURANCE COMPANY OR OTHER AFFILIATIONS**

Other Company(ies) & H.O. Location	Date of Contract		Type of Contract
	From	To	

**CERTIFICATION AND AUTHORIZATION**

I certify that the information furnished above is true and complete and that I have not concealed any information. I understand that Lafayette Life will rely on this information in determining whether to offer a contract to me. I understand and agree that Lafayette Life may revoke any contract issued to me if any statement herein is incorrect and/or incomplete. I agree that I will immediately notify Lafayette Life in writing in the event that I become convicted of, or plead guilty to, or enter a plea of no contest to a felony or misdemeanor subsequent to the date hereof, provided that I have an in force agency contract with Lafayette Life.

I, the undersigned Applicant, hereby further authorize and request each of my former employers and each of the insurance companies with which I have ever been affiliated, including those listed in this report, to furnish to The Lafayette Life Insurance Company and any affiliated companies any information which such employer or insurance company possesses regarding me, including, but not limited to, all business production reports, compensation, premiums written and my business methods or practices. I release any former employer and/or insurance company from any liability by complying with a request for information pursuant to this authorization.

Federal Law requires that Lafayette Life inform you that an investigative consumer report may be prepared on you, which may include information concerning character, general reputation, personal characteristics and mode of living. You have the right to make a written request within a reasonable period of time to receive additional detailed information about the nature and scope of the investigation conducted by Lafayette Life. You can obtain this report by submitting a written request to the Lafayette Life Insurance Company, Licensing and Contracting, 400 Broadway, Cincinnati, OH 45202 or [LLIC-licensing@llic.com](mailto:LLIC-licensing@llic.com)

As part of Lafayette Life's routine agent appointment procedure, an investigative consumer report, criminal records check, state insurance reports, and other reports and checks may be obtained about you. By signing this document, you authorize The Lafayette Life Insurance Company to perform a background investigation including, but not limited to, credit reports, Social Security number verification, criminal records checks, state insurance reports, public court records checks, driving records checks, educational records checks, verification of employment positions held, and any other public records. This information may be obtained, in part, through a consumer reporting agency, state insurance departments, state insurance and national insurance licensing databases, Vector One, and FINRA, as well as personal interviews with friends, neighbors and associates, about your character, general reputation, personal characteristics, mode of living, financial and professional status. I understand and agree that Lafayette Life may share the above information and any information collected as part of its routine agent/agency appointment procedure with its subsidiaries and affiliated companies. I hereby release The Lafayette Life Insurance Company and the Western and Southern Financial Group, its officers, directors, employees, agents, subsidiaries, parent companies, affiliates, successors and assignees from any and all claims and liability whatsoever arising from the collection, use, and/or aforementioned sharing of the information requested pursuant to this authorization. I specifically waive any notice from any present or former employer or insurance company who may provide information based on this authorization request and release from any liability any former employer, insurance company, person or entity that provided information to the Lafayette Life for this investigation.

Upon signing this document I attest that I have been given a copy of the Summary of Consumer Rights. This Business Background Summary, including without limitation the Certification, Authorizations and releases, in faxed, photocopied or electronic form will be as valid as the original. A faxed or electronically transmitted signed document to Lafayette Life has the same legal force and effect as the original signed document and once received is the controlling record.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Applicant

\_\_\_\_\_  
Signature of General Agent or IMO (if other than applicant)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of General Agent or IMO

\_\_\_\_\_  
Signature of Regional Sales Vice President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Regional Sales Vice President



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*Para informacion en espanol, visite [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20006.*

### **A Summary of Your Rights Under the Fair Credit Reporting Act**

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20006.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
  - a person has taken adverse action against you because of information in your credit report;
  - you are the victim of identify theft and place a fraud alert in your file;
  - your file contains inaccurate information as a result of fraud;
  - you are on public assistance;
  - you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed

or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.

- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.

- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.

- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-567-8688.

- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.

- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).



**States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:**

**TYPE OF BUSINESS:**

1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates.

b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the Bureau:

2. To the extent not included in item 1 above:

a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks

b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and insured state branches of foreign banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act

c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations

d. Federal Credit Unions

3. Air carriers

4. Creditors Subject to Surface Transportation Board

5. Creditors Subject to Packers and Stockyards Act

6. Small Business Investment Companies

7. Brokers and Dealers

8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations

9. Retailers, Finance Companies, and All Other Creditors Not Listed Above

**CONTACT:**

a. Bureau of Consumer Financial Protection  
1700 G Street NW  
Washington, DC 20006

b. Federal Trade Commission: Consumer Response Center – FCRA  
Washington, DC 20580  
(877) 382-4357

a. Office of the Comptroller of the Currency  
Customer Assistance Group  
1301 McKinney Street, Suite 3450  
Houston, TX 77010-9050

b. Federal Reserve Consumer Help Center  
P.O. Box 1200  
Minneapolis, MN 55480

c. FDIC Consumer Response Center  
1100 Walnut Street, Box #11  
Kansas City, MO 64106

d. National Credit Union Administration  
Office of Consumer Protection (OCP)  
Division of Consumer Compliance and Outreach (DCCO)  
1775 Duke Street  
Alexandria, VA 22314

Asst. General Counsel for Aviation Enforcement & Proceedings  
Department of Transportation  
400 Seventh Street SW  
Washington, DC 20590

Office of Proceedings, Surface Transportation Board  
Department of Transportation  
1925 K Street NW  
Washington, DC 20423

Nearest Packers and Stockyards Administration area supervisor

Associate Deputy Administrator for Capital Access  
United States Small Business Administration  
406 Third Street, SW, 8th Floor  
Washington, DC 20416

Securities and Exchange Commission  
100 F St NE  
Washington, DC 20549

Farm Credit Administration  
1501 Farm Credit Drive  
McLean, VA 22102-5090

FTC Regional Office for region in which the creditor operates or  
Federal Trade Commission: Consumer Response Center – FCRA  
Washington, DC 20580  
(877) 382-4357

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**Lafayette Life  
Insurance Company**

A member of Western & Southern Financial Group

**Return Completed form to:**  
Licensing Department  
400 Broadway, MS P2  
Cincinnati, OH 45202-4203  
**Email:** LLIC-licensing@llic.com  
**Fax:** 513.362.2364

***This is to inform you that a consumer report or an investigative consumer report is being obtained from a consumer reporting agency, General Information Services and/or Experian, for the purpose of evaluating your request for appointment with The Lafayette Life Insurance Company as an insurance producer.***

***This report may contain information bearing on your credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living from public record sources or through personal interviews with your neighbors, friends, or associates.***

**This Page Is To Be Retained By the Representative.**

# Agent's Responsibilities

## CONTRACT, AUTHORITY, AND CONDUCT OF BUSINESS

**CONTRACTS AND LICENSES** - No Agent is permitted to solicit business until he or she is licensed and contracted with The Lafayette Life Insurance Company (the "Company").

**SOLICITATION** - In states where required, an agent shall inform the prospective purchaser, prior to commencing a life insurance sales presentation, that he or she is acting as a life insurance agent and inform the prospective purchaser of the full name of the insurance company which the agent is representing to the buyer.

**OUT OF STATE MAIL SOLICITATION** - Taking applications by mail outside the primary state of license is permitted only when it involves a CURRENT Lafayette Life policyowner for whom the Agent has written prior coverage and who has moved out of the Agent's state life license. A medical examination and Telecom Report will be required for all applications taken by mail. For a nonresident license - contact the Marketing Department.

**INTERNET ACCESS AND ELECTRONIC COMMUNICATIONS** - You hereby acknowledge and agree that the Company may provide written notices and other communications electronically via e-mail or by posting to the Company website at [www.LafayetteLife.com](http://www.LafayetteLife.com). Additionally, many Company forms are available to agents through the Company's website. Consequently, Agent's must maintain internet access and an e-mail address and immediately provide the Company with their e-mail address and notice of any changes thereto.

**AUTHORITY OF AGENTS** - Agents of the Company are authorized to solicit applications for insurance on such plans as are offered by the Company, to collect the initial premium on such business for prompt transmission to the Company, and to perform such other duties as the Company may from time to time require.

Agents are not authorized to accept risks of any kind; to make, modify, or discharge contracts; to extend the time for paying any premium; to waive forfeiture; to bind the Company by any statement, promise or representation; or to employ counsel to represent the Company.

**MARKET CONDUCT** - Agents of the Company shall adhere to the Principles and Code of

Ethical Market Conduct. Consult your Agent's Reference Manual for a complete description of Company's Principles and Code of Life Insurance Ethical Market Conduct.

In the event that you receive any communication primarily expressing a grievance that pertains to a Lafayette Life policy, the Company, your conduct or the conduct of agents while assigned to you, you must immediately report and send copies of such grievance to the Home Office. You will cooperate with any Company investigation of any grievance and promptly provide any documents, explanations or statements requested.

**PRIVACY POLICY** - Agents of the Company shall comply with the Company's policies and practices concerning the protection of customers' nonpublic personal information (Non Public Information) as defined in Title V of the Gramm-Leach-Bliley Act ("GLB"). Agents agree that they will use or disclose Non Public Information that they receive from or on behalf of the Company only for the purpose for which the Non Public Information was disclosed or as otherwise permitted under applicable federal or state laws or regulations. Agents shall maintain physical, electronic and procedural safeguards to protect Non Public Information. For additional information on the Company's GLB privacy policies contact the PRIVACY OFFICIAL, at The Lafayette Life Insurance Company, 400 Broadway, Cincinnati, Ohio 45202-3341.

**POLICY DELIVERY** - Agents may deliver policies only during the life and good health of the proposed Insured unless settlement of full initial premium has been made at the time of application and policy issued as applied for. Policies should always be delivered in person within 60 days from the date the policy was mailed from the Home Office.

**ADVERTISING** - Agents may not publish anything concerning the policies or business of this or any other Company, or to issue circulars of any kind, unless the proposed matter has been submitted to, approved and authorized by the Company in writing. All advertising and sales materials must be prepared by and/or approved by the Company. The Company's name may not be placed on any document in a manner suggesting that the Company is

the author, unless the document has been approved in its final form by the Company.

**REBATING** - In most states rebating is illegal and a violation of the rebating laws. Violations will subject the offender to serious penalties. The Company does not authorize or permit any agent to pay or allow, or offer to pay or allow, directly and indirectly, a rebate of any premium, or to grant any special favor or valuable consideration on any policy of insurance, either to the Proposed Insured for such policy or to any other person.

**EXPENSES** - The agent is not authorized to incur any expense on behalf of the Company or of any agent to which it is assigned, or to draw drafts on the Company.

**CWA LIMITS** - The Underwriting Department will accept cash with applications for face amounts up through \$1,000,000 (base plan plus term rider) for ages 0-70. Current insurance in force with the Company will be considered in determining the CWA limit for new business applications. Cash (check or money order) will not be accepted with application if the amount of insurance (including term rider and previous insurance) exceeds \$1,000,000 or if applicant is age 71 or over. The Conditional Receipt may not be detached from these applications. **All premium checks** for the policy (including the check for the initial premium) should be **made payable to The Lafayette Life Insurance Company** and should not be made payable to the Agent.

**CONDITIONAL RECEIPT** - Maximum limits are \$250,000 through age 70. California and Pennsylvania Field Associates must and all Field Associates are urged to bring the printed limits of liability to the attention of their applicants.

**REPLACEMENT** - The Company is interested in the sale of new insurance but not at the expense of existing insurance.

**PREMIUM REMITTANCE** - Initial premiums collected on delivery must be sent to the Home Office immediately. Normally, only an owner's check is acceptable for any premium payment. A money order or Cashier's Check may be used when necessary. **Agent or Agency checks will not be accepted.**

This summary highlights some of your key responsibilities as a Lafayette Life Agent. Consult your contract and Agent's Reference Manual for a more complete description of your responsibilities and Company rules. For purpose of this form, the term "Agent" includes the term General Agents, Agents; Independent Marketing Organizations, Marketing General Agents, Independent General Agents, and all other agents appointed by the Company.

***I have read, understand and will comply with the above Responsibilities and all others set forth in my contract.***

Applicant Signature: \_\_\_\_\_

Date: \_\_\_\_\_



AUTHORIZATION FOR ELECTRONIC FUNDS TRANSFER

Agent Number \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_

Printed Signature \_\_\_\_\_

I hereby authorize The Lafayette Life Insurance Company to:

- Start depositing my commission checks into my checking account.
Stop depositing my commission checks into my checking account.
Change my bank and checking account number as shown below. My commission checks are already being deposited.

Bank Name \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Account Number: \_\_\_\_\_

ATTACH A BLANK SAMPLE VOID CHECK

It is agreed that The Lafayette Life Insurance Company is relieved of any further liability for such payments or for the application of the funds after they have been transferred in accordance with this authorization.

The financial institution referred to above shall incur no liability for the application of funds after deposit to my account, other than normal banking liabilities. Because of the continual fluctuation in exchange rates, this needs to be in a US Bank.

The deposit will be effective in such time and such manner as to afford The Lafayette Life Insurance Company and the Financial Institution a reasonable opportunity to act upon it.

This authorization may be discontinued by written request or upon termination.

SEND AUTHORIZATION FORM AND BLANK SAMPLE VOID CHECK TO: THE AGENTS ACCOUNTS DEPARTMENT AT: LLIC-AgentsAccounts@llic.com or FAX: 513-362-2471 FOR QUESTIONS CALL: 1-800-443-8793 Ext 4959





**DAILY COMMISSION PAYMENT**

Agent Number \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_

Printed Signature \_\_\_\_\_

It is hereby authorize The Lafayette Life Insurance Company to:

Hold my daily commission payments until the below elected amount has accumulated.

\$100.00                       \$250.00                       \$500.00                       \$750.00

\$1,000.00                       \$1,500.00                       \$2,500.00

I do not want my commissions deposited daily. Deposit my accumulated commissions at the end of each month.

Please note that regardless of your election above your commission statement will still generate on a monthly basis. If no selection is made the company will default the selection to \$100.00.

This authorization may be discontinued at any time by written request.

**E-MAIL AUTHORIZATION FORM TO  
LLIC-Licensing@LLIC.com or FAX to 513-362-8318**



## INDEPENDENT MARKETING ORGANIZATION AGREEMENT

The Lafayette Life Insurance Company ("we", "us", "our" or the "Company") and Independent Marketing Organization ("you", "your", or "yours") enter into this Agreement at Cincinnati, Ohio, effective as of the date set forth below.

### I. Appointment, Authority and Relationship

**(a) Appointment.** We hereby appoint you to act as our agent, subject to the provisions of this Agreement. You are authorized to solicit applications for insurance and annuities sold by us; to service policies issued by us; to recruit and to recommend for appointment by the Company other persons or entities to solicit, after being properly licensed, insurance and annuity business sold by us (any such persons or entities appointed by the Company are referred to herein as agents); and to train and supervise such agents.

**(b) Territory.** You may operate within any territory where you are duly licensed, but no territory is exclusively assigned to you.

**(c) Relationship with Company.** You are an independent contractor. You shall be free to exercise your own independent judgment as to the time, place and persons from whom you may solicit applications for insurance and annuities, and the time, place and manner of recruiting prospective agents to solicit applications for insurance and annuities and of supervising the agents appointed and assigned by us to you. We shall have no direction or control over your time or physical activities. Nothing contained herein shall be construed as creating the relationship of employer and employee between you and us for any purpose, including federal tax purposes. You shall be responsible for and pay any and all expenses incurred in conducting business under the terms of this Agreement. You are not eligible to participate in any fringe benefit programs sponsored by us.

**(d) Assignment of Agents.** If an agent recommended by you for appointment by the Company is approved and appointed by us, such agent shall be assigned to you. Your recommendation shall be reflected by your signature on the agent's agreement between us and the agent. We may also assign other agents to you, with your consent. You shall train and supervise agents assigned to you, according to our methods, to solicit insurance and annuities in the territory where you and they are duly licensed.

No agent may represent us until appointed by us. We reserve the right to refuse to appoint any proposed agent or to terminate any agent that we have appointed. By mutual agreement between you and us, we will discontinue the assignment of an agent to you. After agreement, we will provide written notice to the agent. When assignment of an agent is discontinued, you shall not be entitled to compensation on policies issued on applications submitted by the agent after the assignment is discontinued, nor shall you be responsible for the subsequent acts of the agent.

Our relationship with agents shall be set forth in written contracts between the Company and the respective agents, and shall not become effective until we sign a written contract with the agent and the agent is properly licensed. You shall have no authority to modify or amend any such contracts or agreements. We may refuse to contract any proposed agent. You shall be responsible to us for any debit balances of agents assigned to you which are not paid at the time the agent's contract is terminated. Any contractual arrangements you may have with any agent you recruit and train shall not be binding on us.

**(e) Responsibility.** You agree to abide by the terms and conditions of this Agreement and by any written rules covering the conduct of our business and any practices of the Company. You agree not to recruit agents in a manner inconsistent with our rules and practices. You agree to ensure that you and all agents assigned to you will be licensed, appointed and contracted by us, and trained in accordance with the Company's rules and standards of market conduct. You agree to be familiar with and understand, and to ensure that all agents assigned to you will be familiar with and understand, the terms and conditions of the life insurance policies and annuity contracts sold by us and the supporting marketing literature made available by us in connection with any of the life insurance policies and annuity contracts which you or agents assigned to you sell. Our rules are found in this Agreement, our Agents' Reference Manual, or our published field bulletins. You agree to abide by all applicable local, state and

federal laws, regulations and guidelines in conducting business under this Agreement. You hereby undertake and accept full responsibility and liability for the prompt and full payment of sums which may be or become due to agents appointed by or assigned to you except with respect to such amounts as we have specifically agreed to pay to the agent in accordance with the agent's agreement with us. You undertake and agree to indemnify and hold us harmless against any loss of whatever kind or nature arising out of any claim made by any of said agents for compensation over and above that which is specifically agreed upon in such agent's agreement with us.

You shall at all times conduct yourself, and see that those agents assigned to you and your employees conduct themselves, so as not to adversely affect the business reputation or good standing of either yourself or us.

You shall be responsible to us for the acts of you or your employees and shall indemnify and hold us harmless from any and all expenses, costs, causes of action and/or damages (including attorney's fees) whether by judgment, settlement or otherwise, resulting from or growing out of any fault or unauthorized act by you or any of them.

## **II. Independent Marketing Organization Compensation**

**(a) Compensation.** When the term "compensation" is used in this Agreement, it means the commissions, service fees and asset based compensation, of any kind, described in (b) below. Your full compensation will be the commissions, service fees and asset based compensation provided for in the Agreement. There shall be no additional compensation or reimbursement to you for services performed or expenses incurred. All compensation shall be subject to the provisions of this Agreement.

### **(b) Commissions, Service Fees and Asset Based Compensation.**

**(i) Commissions and Service Fees.** After this Agreement becomes effective, we shall pay you the commissions and service fees at the percentages set forth in the Independent Marketing Organization Agreement Schedule of Compensation attached hereto (the "IMO Schedule of Compensation"), subject to the terms hereof. Those commissions and service fees shall be based upon premiums paid on policies produced by you or produced by an agent while assigned to you, while this Agreement is in effect. The commissions or service fees to be paid to you shall be reduced by the commissions or service fees due or payable, if any, to any Marketing General Agent, Independent General Agent or other agent on such premiums.

Commissions and service fees apply only to those policies of life insurance and annuity contracts listed in the IMO Schedule of Compensation attached hereto and as published from time to time by the Company, and as specified therein. Commissions and service fees may not apply to all policies listed. Commissions and service fees are paid only on premiums paid on policies delivered.

**(ii) Asset Based Compensation.** While this Agreement is in effect, we shall pay you asset based compensation at the percentages set forth in the IMO Schedule of Compensation, subject to the terms hereof. Asset based compensation shall be based upon the net accumulated policy value of policies produced by you while this Agreement is in effect or produced by an agent while assigned to you while this Agreement is in effect, solely for the products identified in the IMO Schedule of Compensation that have asset based compensation payable thereon. For each policy upon which asset based compensation is payable, asset based compensation commences as described in the IMO Schedule of Compensation and is payable annually thereafter while such policy is in force and while this Agreement is in effect. Notwithstanding any term in the Agreement to the contrary and solely with respect to the annuity products identified in the IMO Schedule of Compensation that have asset based compensation payable thereon, asset based compensation shall be based upon and paid as a percentage of the net accumulated policy value less any premium credited to such policy value within the 12 months immediately preceding the applicable policy anniversary upon which the asset based compensation calculation is made of those policies produced by you while this Agreement is in effect, or produced by an agent while assigned to you while this Agreement is in effect. Asset based compensation to be paid to you shall be reduced by the asset based compensation due or payable, if any, to any Marketing General Agent, Independent General Agent or other agent pertaining to such policy. Please see the IMO Schedule of Compensation for further details.



**(c) Provisions Relating to Compensation.** You shall have no authority to collect premiums other than the initial premium, which should be in the form of a check payable to us. Any check collected shall be immediately remitted to us. Any commissions or service fees to which you may be entitled shall be paid to you only after issuance and delivery of the policy or contract, after the due date of the premium, on premiums paid, and after any other outstanding requirements are met. No commissions or service fees will be payable on account of waived premiums, interest collected, or premiums refunded for any reason, and you shall refund to us any compensation paid on account of any such premium or interest. Commissions and service fees on premiums paid in advance will not be payable until the regular due date of such premium. Commissions and service fees on extra premiums, conversions, exchanges, replacements and other special situations not provided for herein will be governed by our rules and practices in effect at that time. Asset based compensation in special situations not provided for herein will be governed by our rules and practices in effect at that time.

**(d) Special Rules for Commission and Service Fees on Universal Life Products; Additional Rules for Commissions and Service Fees on all types of Policies.**

**a. Commission on Increases in Specified Amount.** Specified Amount is stated in a universal life policy. It is the amount of insurance provided by the basic policy on the primary insured's life and it may be increased as provided in the policy. An increase in Specified Amount means an increase in the amount of insurance on the life of the primary insured, but not a spouse or child, covered in a universal life policy. When an increase in Specified Amount occurs on a universal life policy produced by you or produced by an agent while assigned to you and if you are receiving commissions or service fees on the policy when the increase occurs, you will earn a single lump sum commission on the amount of the increase.

The commission will be the total of (i) multiplied by (ii), multiplied by (iii):

- (i) the appropriate commission percentage from the Chart of Compensation for Universal Life Specified Amount Increases; multiplied by:
- (ii) the target premium per \$1,000 of increase, excluding the quantity discount factor, at the attained age at the time of the increase; multiplied by:
- (iii) the number of \$1,000s of increase in Specified Amount.

**b. Commission on Increases or Additions in Optional Benefits.** When an increase occurs in the amount of insurance provided by any Optional Benefit, or when an Optional Benefit is added while you are receiving commissions or service fees on the policy, you will receive an additional commission. Such commission will be the appropriate percentage of the increase in the amount of the target premiums and excess premiums for the benefit, or the monthly deduction for the Waiver of Monthly Deduction Rider (which is listed in the Chart of Compensation for Waiver of Monthly Deduction Rider attached to this Agreement) during the first twelve months following the increase or the addition of an Optional Benefit so long as this Agreement remains in effect.

**c. Commissions and Service Fees on Optional Benefits.** We will pay commissions and service fees to you on a universal life policy produced by you which contains an Optional Benefit either upon issue or when an Optional Benefit is later added to a universal life policy you produced. Commissions and service fees for an Optional Benefit other than a Waiver of Monthly Deduction Rider are based upon the target premiums and excess premiums paid for such benefit. Commissions and service fees on the cost of insurance deductions for Waiver of Monthly Deduction Riders will be paid at monthly deduction time in the percentages shown in the Chart of Compensation for Waiver of Monthly Deduction Rider on a Universal Life Policy, attached to this Agreement. You will receive a commission on each Optional Benefit contained in a policy you produced and a commission on each Optional Benefit contained in a policy produced by an agent while assigned to you.

Except as provided in paragraph b above, commissions begin only when an Optional Benefit is added to such universal life policy during the first ten policy years, and they will cease at the end of the tenth policy year. Beginning with the eleventh policy year, we will pay service fees to you for such Optional Benefits so long as this Agreement remains in effect.

**d. Reduction for Amounts Paid to Other Agents.** Any commissions or service fees to be paid to you shall be reduced by the commissions or service fees due or payable to any Marketing General Agent, Independent General Agent or other agent pertaining to such business.

**(e) Additional Rules for Commissions and Service Fees on All Types of Policies.**

**a. Service Fees.** Service fees will be paid only while you or an agent assigned to you is actively servicing the policies and while this Agreement remains in effect.

**b. New Products.** We shall determine the percentage of commissions, service fees and asset based compensation payable on all new policies, riders or other products we issue after the effective date of this Agreement. We shall publish the commissions, service fees and asset based compensation, if any, payable when any policy, rider or product is made available for solicitation.

**c. Group Insurance.** Compensation on group insurance policies shall be specified by separate contract between you and us.

**d. Reinstatement of Lapsed Policy.** We shall determine and publish the percentages of commissions and services fees payable on any lapsed policy which is reinstated by you or by an agent while assigned to you, on which neither of you is the original producing agent. You shall not be entitled to commissions, service fees or asset based compensation earned on a lapsed policy originally produced by you or by an agent while assigned to you, which is reinstated by another agent.

**e. Substandard and/or Special Class Policies; Group Conversions.** We shall determine and publish the percentages of commissions and service fees payable on substandard and/or special class policies and group conversions.

**f. Waiver of Premiums or Monthly Deductions.** No commissions or service fees not already paid and earned will be paid on any policy or Optional Benefits sold as riders during a period when premium payments or monthly deductions are being waived on account of disability, or for any other reason.

**g. Internal Replacement.** We have published rules concerning compensation to be paid on a policy which replaces an existing policy of ours. We reserve the right to change, modify or revoke the internal replacement rules at our discretion in the future. Policies produced by you or by an agent while assigned to you, which become replacing policies of existing policies previously issued by us, will not earn compensation as provided in this Agreement. You will be paid the compensation, if any, provided in our published internal replacement rules which are then in existence.

Without limitation, we reserve the right to determine compensation when an application for a policy is procured which, in our sole judgment, is to take the place of a pre-existing policy or a policy terminated within two years prior to the issuance of the new policy or one year after the issuance of the new policy. Such compensation shall be determined by us at the time of issuance of the new policy, or at the time of the subsequent lapse or surrender of the pre-existing policy.

When a policy becomes a replacing policy, after we have already paid compensation to you on such policy, compensation paid on such policy in excess of the compensation provided for in our internal replacement rules shall become your debt to us and shall be collectible as provided in this Agreement.

**h. Reduced Commission on Guaranteed Issue Life Insurance.** We have published rules for issuing life insurance without individual underwriting of the life insurance risk. We reserve the right to change, modify or revoke the guaranteed issue rules at our discretion in the future.

We may agree to issue certain policies under the guaranteed issue rules on applications solicited by you or by an agent while assigned to you. You acknowledge and agree that if we issue any amounts of life insurance under the guaranteed issue rules, we shall reduce the first year commission percentage on premiums paid on life policies other than universal life and the target commission percentage on the Target Premiums paid on universal life policies. Such reduced commission percentages are set forth in the IMO Schedule of Compensation. We reserve the right to change the reduced commission percentage at our discretion in the future. Such change will be effective on applications submitted after notice to you of the change.

### **III. Persistency**

At all times while this Agreement is in force, you shall maintain a 36 Month Current Persistency or partial period persistency, based upon our published formula, when less than 36 months production is available, of not less than 75%.

#### IV. Change Or Termination

(a) **Changes.** We may at any time and from time to time:

- (1) Change or modify this Agreement,
- (2) Prescribe, modify and publish written rules covering the conduct of our business,
- (3) Modify or amend any policy form,
- (4) Fix minimum and maximum limits on the amount for which any policy form may be issued,
- (5) Modify or alter the conditions or terms under which any policy forms may be sold or regulate their sale in any way,
- (6) Discontinue or withdraw any policy from any state, without prejudice to continue such form elsewhere, or
- (7) Cease doing business in any state.

We shall have the right at any time and from time to time to increase or decrease the rate of first policy year and renewal commissions and other compensation on any or all of the policy forms then being issued by us whether or not listed in this Agreement. Any such change shall apply only to policies which shall be issued on or after the effective date of the change.

(b) **Voluntary Termination.** Either of the parties hereto may terminate this Agreement, without cause, by mailing to the other party at their last known address a notice of termination at least thirty (30) days prior to such termination date. Notice shall be deemed received on the date it is mailed to your last known business address.

(c) **Automatic Termination.** This Agreement terminates automatically:

- (1) Upon your death,
- (2) Upon revocation, termination or non-renewal of your agent's or broker's license(s),
- (3) If you are a partnership, upon the death of any partner or any change in the partners composing the firm, or dissolution of the partnership for any reason,
- (4) If you are a corporation, upon the dissolution of the corporation or disqualification of the corporation to do business under applicable state laws, or
- (5) Upon your filing a petition for bankruptcy or one being filed for you or your being adjudged bankrupt or by your executing a general assignment for the benefit of creditors.

(d) **Termination For Cause.** We may terminate this Agreement for cause by mailing notice of such termination to you at your last known business address and that termination shall be effective upon mailing. Cause for termination shall be:

- (1) Violation of any of the terms of this Agreement,
- (2) Violation of any insurance laws or regulations, or state or federal criminal law,
- (3) Inducing or attempting to induce one of our policyholders to relinquish or replace our policy, in violation of our published rules on external replacement,
- (4) Any interference with the collection of renewal premiums,
- (5) Misappropriation or commingling of our funds, or
- (6) Engaging in a fraudulent act or misrepresenting policy benefits or premiums.

If this Agreement is terminated for cause, no further compensation of any kind shall be payable to you after termination.

(e) **Effect Of Termination Of Agreement.** Termination of this Agreement shall not impair any right or remedy we may have against you under this Agreement or any previous contracts between you and us.

**(f) Use of Our Materials After Termination.** Immediately after termination of this Agreement, you shall stop using any advertising, stationery, circulars or software bearing our name or logo, describing our policies or referring to your connection with us. You shall also stop using our Agents' Reference Manual, applications, printed forms, licenses, records and supplies.

**(g) Compensation After Termination; Vesting of Commissions.**

**(1) After Termination.** After termination of this Agreement, we will vest and continue to pay first year commissions and all renewal commissions in policy years 2-10 to you on premiums paid, in accordance with the other provisions of this Agreement, subject to the following limitations:

- a. No further payments will be made after the total of all compensation paid in any previous calendar year falls below \$300.
- b. No compensation will be payable if we terminate this Agreement **For Cause**.
- c. If this Agreement is terminated and compensation would otherwise be payable, but you engage in any of the activities listed in 3, 4, 5 or 6 of Section IV (d) either before or at any time after termination, then all rights to the payment of any further compensation shall be forfeited. Our rights under this provision shall continue after termination of this Agreement

No service fees or asset based compensation will be payable after termination of this Agreement. No compensation will be paid to you on any business submitted by agents after the termination of this Agreement.

**(h) Compensation After Death or Dissolution.**

**(1) Dissolution.** If you are a corporation or partnership and in the event of your voluntary or involuntary dissolution, any sums from time to time payable by us under this Agreement shall be paid to the person or persons to whom you have validly assigned your rights prior to your dissolution. However, we shall not be required to divide sums payable under this Agreement among more than two assignees, nor shall our obligation to pay sums otherwise due under this Agreement continue as to any assignee after any calendar year in which the aggregate amount paid to the assignee was less than Three Hundred Dollars (\$300.00). Payment to your assignee or assignees shall fully relieve us from any further liability whatsoever for the sums so paid. In the absence of a valid assignment, we shall accumulate and hold any such sums without interest, until such time as entitlement to those sums is agreed upon in writing by all interested parties, or is duly established by the final order or decree of a court having jurisdiction of all interested parties. In the event of any controversy or conflicting claims to any such sums, we shall be entitled to recover, from the funds so held or from the claimants to those funds, all of our expenses, including attorney's fees, reasonably incurred in protecting our interests and in ascertaining who is legally entitled to such sums.

**(2) After Death.** If you are an individual and if you die at a time when compensation is payable under this Agreement, we shall continue to pay the following items of compensation after your death, but only as long as the total of such compensation payable in any one calendar year is not less than \$300:

- a. commissions which accrued but were not paid before your death;
- b. commissions which accrue after your death;
- c. service fees which accrued but were not paid before your death; and
- d. asset based compensation which accrued but was not paid before your death.

Such compensation shall be paid to your surviving spouse, and at the death of the surviving spouse, to the spouse's estate. If you leave no surviving spouse, then such compensation shall be paid to your estate.

**V. General Provisions**

**(a) Indebtedness.** Any debt you owe us (or agents assigned to you owe us), including without limitation any advance, loan, annualization of compensation or extension of credit from us to you (or to agents assigned to you), shall constitute a general indebtedness of yours to us. The entire indebtedness,

as shown in our ledger accounts, may be deemed due and payable at any time. Such debts shall bear interest after demand at the rates specified by us from time to time in the Agents' Reference Manual, but not to exceed the maximum non-usurious rate permitted by law. If it becomes necessary for us, in our sole judgment, to employ outside counsel to collect any such debts, you shall be responsible for all attorney's fees, costs and expenses which we incur. We shall have the right to deduct from and set-off against any compensation or other amounts payable under this Agreement or any other contracts between you and us, amounts necessary to pay or partially pay any debt to us now due or later becoming due from you. We shall also have a first lien on compensation or other amounts payable to you by us, to secure repayment of any such debt. Our set-off and lien rights shall continue after termination of this Agreement.

**(b) Waiver.** Our forbearance or failure to exercise any rights hereunder or insist upon strict compliance herewith shall not constitute a waiver of any right, condition or obligation of you under this Agreement.

**(c) Rights of Rejection and Settlement.** Specifically, without limitation, we shall have the right to reject applications for insurance or annuities without specifying cause. We shall also have the right to determine, in our sole discretion, that a policy which has been issued should be rescinded and/or canceled and that the premiums paid for the policy be refunded. In such event, any compensation paid or credited to you, with respect to such policy, shall become your debt to us. Other rights and obligations of ours can be found in our Agents' Reference Manual or our published field bulletins.

**(d) Limitation of Authority.** Your authority shall extend no further than as is stated in this Agreement. You shall not:

- (1) Make, alter, modify, waive or change any questions, statement or answer on any application for an Agent's agreement, the agreement itself or any application for insurance, the terms of any receipt given thereon, or the terms of any policy or contract;
- (2) Extend or waive any provision of any policy or contract or the time for payment of premiums;
- (3) Deliver any policy unless the applicant therefore is at the time in good health and insurable;
- (4) Incur any debts or liability for or against us;
- (5) Receive any money for us except as herein stated or as you may be specifically authorized in writing; or
- (6) Personally pay or advance any premium on any policy other than your own.

**(e) Assignment.** Neither this Agreement nor any of the benefits to accrue hereunder shall be assigned or transferred, either in whole or in part without our prior written consent.

**(f) Rebating.** You shall not, under any circumstances whatsoever, pay or allow any rebate of premiums or commissions in any manner, directly or indirectly, nor shall you accept business from or pay any commissions to:

- (1) An agent whose name does not duly and rightfully appear on the application; or
- (2) Any person not a licensed representative of us.

**(g) Partnerships.** When you are a partnership, any reference made to you as an individual shall be deemed to mean the partners, both jointly and severally, as applicable.

**(h) Legal Papers.** If any paper is served upon you in connection with any legal proceeding which actually or potentially may involve us, then you shall transmit the same to our General Counsel at our Home Office by certified mail within 24 hours after receipt. Any failure on your part to comply with this provision which causes loss or expense to us shall be reimbursed by you to us upon demand.

**(i) Litigation.** The Company may in its discretion settle any claim of applicants, policyholders or others against the Company in connection with any lawsuit in which the Company is named as a result of any fault or unauthorized action or statement by you, any agent assigned to you, or by any of your employees.

**(j) Notice.** Written notice to us shall be delivered personally or mailed postage pre-paid, addressed to the President or to a Marketing Vice President at our Home Office, 400 Broadway, Cincinnati, OH 45202-3341. Written notice to you shall be delivered personally or mailed postage pre-paid to you at your last known business address according to our records. However, where specifically provided in this Agreement, we may give you notice by publication in our Agents' Reference Manual or our field bulletins. If notice is given by publication, it will be deemed to have been given whenever published by us.

Notwithstanding any term or condition to the contrary, any written notice to you may be transmitted electronically, either (a) via e-mail to you at your last known e-mail address on the Company's records, or (b) via publication electronically by posting to the Company's website at [www.LafayetteLife.com](http://www.LafayetteLife.com), either as a Special Bulletin, or as otherwise part of the Agent Reference Manual applicable to you, or as an electronic record specifically referencing that it is a notice to agents. All notices under (a) shall be deemed given on the date of the electronic mailing. All notices under (b) shall be deemed given on the date of the electronic posting to the Company website.

**(k) Entire Agreement.**

1. **Sole Agreement.** This Agreement, which includes the attachments, our Agents' Reference Manual and our published field bulletins, represents the entire understanding between you and us. Any and all prior representations, statements or agreements between you and us, whether oral or written, are merged into this Agreement.
2. **Amendment.** This Agreement may be amended only by us, in writing, effective upon notice to you.
3. **Supersedes Previous Contracts.** This Agreement terminates and supercedes any previous contracts between you and us as to all business transacted on or after the effective date of this Agreement. However, your right to commissions on policies issued on applications submitted to us under any previous contracts, and our rights concerning any debts to us incurred by you under any previous contracts, still exist.

**(l) Accounts.** We agree to keep an account of all business produced by you and produced by agents while assigned to you, and will periodically render to you an itemized statement of such business. You agree to examine such statement of account immediately and to notify us at once, in writing of any difference between the statement and your personal records. The statement of account is binding upon you for all purposes unless you give written notice to the Company within three months of the date of the statement that the statement is in error. We reserve the right to audit and correct records periodically to preserve accuracy. The Company shall have the right under Section V.(a) to recover any unearned compensation paid to you when any compensation has been paid in error.

**VI. Effective Date**

This Agreement shall take effect on the date shown below after it has been signed by the Company and provided you are licensed to sell the products described herein by the state or states where you propose to do business. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio.

By signing below, you hereby acknowledge, certify, and agree that you have received and reviewed the entire Agreement 2500-IMO and that you agree to the terms and conditions as set forth in the Agreement and to be fully bound thereby. A faxed or electronically transmitted signed Agreement to us has the same legal force and effect as the original signed Agreement.

(If you are a corporation, the President must sign this Agreement and indicate their title.)

-----  
**For Independent Marketing Organization (if individual):**                      **Date** \_\_\_\_\_

\_\_\_\_\_  
Print name of Independent Marketing Organization                      Signature of Independent Marketing Organization  
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**For Independent Marketing Organization (if corporation):**                      **Date** \_\_\_\_\_

\_\_\_\_\_  
Print name of Independent Marketing Organization (Corporation Name, e.g. ABC Agency, Inc.)

\_\_\_\_\_  
Print name of Signing Officer and Title                      Signature of Signing Officer

\_\_\_\_\_  
Print name of Corporate Secretary                      Signature of Corporate Secretary  
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THE LAFAYETTE LIFE INSURANCE COMPANY

\_\_\_\_\_  
Vice President                      Effective Date of Agreement

## GLOSSARY OF TERMS

The following terms, as used in this Agreement, shall have the meanings described below:

a. **"Premiums paid"** means premiums that are paid in cash and received by us.

b. **"Policy produced by you"** means the policy issue upon an application, executed by the applicant, which you solicited, completed and signed as agent.

c. **"Policy produced by an agent while assigned to you"** means the policy we issue upon an application, executed by the applicant, which was solicited, completed and signed by an agent while assigned to you.

d. **"First year commission percentage"** means the percentage of the first policy year premiums paid on policies other than universal life policies, produced by you or produced by an agent while assigned to you. For universal life policies produced by you or produced by an agent while assigned to you, it means the percentage of paid Target Premium.

e. **"Renewal commission percentage"** means the percentage of premiums paid in the second through the tenth policy years on policies other than annuities and other policies that do not have renewal commissions payable thereon (for annuities it means the percentage of premiums paid in policy years after policy year one), produced by you or produced by an agent while assigned to you.

f. **"Target Premium"** for universal life policies means the appropriate quantity discount factor, if any, plus that amount of premium calculated by applying the appropriate premium rate per thousand dollars shown for the kind of universal life policy or rider being issued for the primary insured's age times the number of thousands of dollars of specified amount stated in the policy or rider. Target Premium is taken from the initial premium payments received on a universal life policy or rider until the amount of accumulated payments equals the Target Premium. Target Premium is paid only once for each policy or rider.

Target premium rates per \$1,000 for each of the various universal life policies and riders listed in the Schedule of Compensation are contained in our most recently issued rate cards.

g. **"Excess premiums"** for universal life policies or riders means all amounts of money received by us during the first policy year as premiums on a universal life policy or rider after an amount equal to the Target Premium for such policy or rider has been paid.

h. **"Target commission percentage"** for universal life policies or riders means the percentage of the Target Premium paid during the first policy year on universal life policies or riders, produced by you or produced by an agent while assigned to you.

i. **"Excess commission percentage"** for universal life policies or riders means the percentage of the Excess Premiums paid during the first policy year on universal life policies or riders, produced by you or produced by an agent while assigned to you.

j. **"Service fee percentage"** means the percentage of premiums paid in the eleventh policy year and thereafter on policies other than annuities and other policies that do not have service fees payable thereon, produced by you or produced by an agent while assigned to you.

k. **"Optional Benefit"** means Spouse Insurance or a Spouse Insurance Rider, a Children's Insurance Rider, a Waiver of Monthly Deduction Rider, a Waiver of Premium Disability Benefit Rider, an Accidental Death Benefit Rider, an Additional Protection Rider, a Single Premium Paid-Up Additions Rider, a Flexible Premium Paid-Up Additions Rider, a Single Premium Life Rider, a

Level Premium Paid-Up Additions Rider, a Guaranteed Increase Option Rider, a Guaranteed Purchase Option Rider, a Term Rider, a 10-Year Renewable Term Rider, a Term Insurance Rider on the primary insured or other insured, a Survivor Purchase Option Rider, or a Payor Benefit Rider, and all new riders developed after the effective date of this Agreement.

l. **"NAFYAC"** (Net Annualized First Year Agent's Commission) means the sum of the calculated credits based upon your commission account and the commission account of agents while assigned to you, during the immediately preceding 12 calendar month period. The credits are based on premiums paid on policies produced by you or produced by an agent while assigned to you, calculated as set forth in our published bulletin defining "NAFYAC".

m. **"36 Month Current Persistency"** means the composite monthly persistency for the immediately preceding 36 calendar months for you and for agents while assigned to you, which we compute according to our published rules. Your 36 Month Current Persistency is contained in a monthly report we send to you.



Independent Marketing Organization Agreement: Schedule of Compensation<sup>(A)</sup>  
Expressed as a percentage of Premiums Paid

	Policy Year													
	First Policy Year Commission			Renewal Commissions										Service Fees
	1			2	3	4	5	6	7	8	9	10	11 & after	
<b>Whole Life Plans</b>	Level <sup>(B)</sup>													
	3	2	1											
<b>Patriot 15 &amp; Contender 15</b>	134	129	124	15	15	10	10	10	10	10	10	10	3	
<b>Heritage 15</b>	129	124	120	15	15	10	10	10	10	10	10	10	3	
<b>Sentinel 15</b>	26	24	22	18	18	18	18	18	18	18	18	18	3	
<b>Liberty 15</b>	7.4	7.2	6.9	0	0	0	0	0	0	0	0	0	0	
<b>10-Pay Life</b>	60	57	54	3	3	3	3	3	3	3	3	3	0	
<b>PUA Riders</b>														
<b>Single</b>	3			0	0	0	0	0	0	0	0	0	0	
<b>Level</b>	3			3	3	3	3	3	3	3	3	3	3	
<b>Flexible</b>	3			3	3	3	3	3	3	3	3	3	3	
<b>Term Plans</b>	Level <sup>(B)</sup>													
	3	2	1											
<b>Centennial Term</b>														
<b>10 Yr</b>	106	103	100	0	0	0	0	0	0	0	0	0	0	
<b>20 Yr</b>	115	110	105	0	0	0	0	0	0	0	0	0	0	
<b>30 Yr</b>	124	121	118	0	0	0	0	0	0	0	0	0	0	
<b>Term Rider: 10, 20, 30 Yr</b>	92	87	82	5	5	5	5	5	5	5	5	5	0	
<b>ART Rider</b>	92	87	82	8	8	8	8	8	8	8	8	8	5	
<b>Low Cost Term</b>	0	0	0	0	0	0	0	0	0	0	0	0	0	

The compensation to be paid to you under this Schedule pertaining to any insurance product will be reduced by any compensation due or payable to any Marketing General Agent, Independent General Agent or other agent pertaining to such insurance product.

Except as noted otherwise in this Agreement, commissions and service fees on premiums for Optional Benefits sold as riders will be calculated using the same percentages of such premium as the commissions and service fees for the policy to which the rider is attached. No commissions or service fees are paid on dividends used to purchase paid-up insurance. Policy fees are noncommissionable for Centennial Term and Whole Life Plans.

Independent Marketing Organization Agreement: Schedule of Compensation

	Policy Year									Service Fees
	First Policy Year Commission			Renewal Commissions						
	1			2			3 through 10			
Other Whole Life Plans	Level <sup>(B)</sup>			Level <sup>(B)</sup>			Level <sup>(B)</sup>			
	3	2	1	3	2	1	3	2	1	
<b>Protector 15 Simplified Issue Series (WSI)</b>										
<b>WSI Level Pay (Issue Ages 80 and below)</b>	135	131	128	5	5	5	5	5	5	0
<b>WSI Level Pay (Issue Ages 81-85)</b>	105	102	99	5	5	5	5	5	5	0
<b>WSI Single Pay (Issue Ages 30-70)</b>	15	14.7	14.4	0	0	0	0	0	0	0
<b>WSI Single Pay (Issue Ages 71-75)</b>	14	13.7	13.4	0	0	0	0		0	0
<b>WSI Single Pay (Issue Ages 76-80)</b>	13	12.7	12.4	0	0	0	0	0	0	0
<b>WSI Single Pay (Issue Ages 81-85)</b>	12	11.7	11.4	0	0	0	0	0	0	0
<b>Protector 15 - Graded Benefit</b>	105	102	99	5	5	5	5	5	5	0

The compensation to be paid to you under this Schedule pertaining to any insurance product will be reduced by any compensation due or payable to any Marketing General Agent, Independent General Agent or other agent pertaining to such insurance product.

Independent Marketing Organization Agreement: Schedule of Compensation

Universal Life Policies and Riders													
For Universal Life plans, the percentages in Policy Year 1 are expressed as a percentage of paid Target Premiums. For Policy Year 1, the commission percentage for paid Excess Premiums is 3% for the Centennial IUL, and 5% for the Vanguard-09. For policy years after Policy Year 1, the commission percentage is expressed as a percentage of Premiums Paid. For Universal Life specified amount increases, please refer to the below chart. First Policy Year Commission percentages are reduced by 15% for all guaranteed issue universal life insurance policies.													
	Policy Year												
	First Policy Year Commission			Renewal Commissions									Service Fees
	1			2	3	4	5	6	7	8	9	10	11 & after
	Level <sup>(B)</sup>												
	3	2	1										
<b>Centennial IUL</b>	129	124	119	3	3	3	3	3	3	3	3	3	
<b>Vanguard-09</b>	129	124	119	5	5	5	5	5	5	5	5	5	

Asset Based Compensation for Centennial IUL<sup>(C)</sup>  
Expressed in Basis Points (bp)

	Policy Year (End)										
	1	2	3	4	5	6	7	8	9	10	11 & after
Centennial IUL	0	0	15bp	15bp	15bp	15bp	15bp	15bp	15bp	15bp	15bp

Chart of Compensation for Universal Life Specified Amount Increases  
(Expressed as a Percentage of Target Premium at the Attained Age at the time of the Increase)

	Level <sup>(B)</sup>		
	3	2	1
Centennial IUL	129	124	119
Vanguard-09	129	124	119

Chart of Compensation for Waiver of Monthly Deduction Rider on a Universal Life Policy  
(Expressed as a Percentage of Monthly Cost of Insurance)

	Policy Year										
	1	2	3	4	5	6	7	8	9	10	11 & after
Centennial IUL	3	3	3	3	3	3	3	3	3	3	3
Vanguard-09	5	5	5	5	5	5	5	5	5	5	5

The compensation to be paid to you under this Schedule pertaining to any insurance product will be reduced by any compensation due or payable to any Marketing General Agent, Independent General Agent or other agent pertaining to such insurance product.

**Independent Marketing Organization Agreement: Schedule of Compensation<sup>(A)</sup>  
Expressed as a percentage of Premiums Paid**

**First Year Policy Commissions for Guaranteed Issue Life Insurance Policies**

Plan Number of Lives:	5 to 25			26 to 75			76 & above		
	Level <sup>(B)</sup>			Level <sup>(B)</sup>			Level <sup>(B)</sup>		
	3	2	1	3	2	1	3	2	1
<b>Life Plans</b>									
Patriot 15	119	114	109	114	109	104	109	104	99
Contender 15	119	114	109	114	109	104	109	104	99
Heritage 15	114	109	105	109	104	100	104	99	95
Sentinel 15	20	18	17	15	14	13	12	11	10
<b>Universal Life</b>									
Centennial IUL	114	109	104	109	104	99	104	99	94
Vanguard-09	114	109	104	109	104	99	104	99	94

**There shall be no reduction in the renewal commission percentages or service fee percentages set forth separately in this Schedule of Compensation for such policies.**

**The compensation to be paid to you under this Schedule pertaining to any insurance product will be reduced by any compensation due or payable to any Marketing General Agent, Independent General Agent or other agent pertaining to such insurance product.**

Independent Marketing Organization Agreement: Schedule of Compensation  
Expressed as a percentage of Premiums Paid

	Policy Year											
	First Policy Year Commission	Renewal Commissions										
		1	2	3	4	5	6	7	8	9	10	11 & after
<b>Annuities<sup>(D)</sup></b>												
Marquis Flex 1	1.25	0	0	0	0	0	0	0	0	0	0	0
Group Marquis Flex	5.5	4	4	4	4	3	2	1	0	0	0	0
Marquis Flex 5 (Issue Ages below 70)	5.5	4	3.5	2	1	0	0	0	0	0	0	0
Marquis Advant-Edge 5 (Issue Ages below 70)	5.5	4	3.5	2	1	0	0	0	0	0	0	0
Horizon 0 (Issue Ages below 70)	5.5	4	3.5	2	1	0	0	0	0	0	0	0
Horizon 1 (Issue Ages below 70)	5.5	4	3.5	2	1	0	0	0	0	0	0	0
Horizon G (Issue Ages below 70)	5.5	4	3.5	2	1	0	0	0	0	0	0	0
Marquis Flex 5 (Issues Ages 70 and above)	4.5	4	3.5	2	1	0	0	0	0	0	0	0
Marquis Advant-Edge 5 (Issues Ages 70 and above)	4.5	4	3.5	2	1	0	0	0	0	0	0	0
Horizon 0 (Issue Ages 70 and above)	4.5	4	3.5	2	1	0	0	0	0	0	0	0
Horizon 1 (Issue Ages 70 and above)	4.5	4	3.5	2	1	0	0	0	0	0	0	0
Horizon G (Issue Ages 70 and above)	4.5	4	3.5	2	1	0	0	0	0	0	0	0
Marquis Flex 10 (Issue Ages below 70)	6.5	5	5	4.5	4.5	4.5	4	3	2	1	0	0
Marquis Advant-Edge 10 (Issue Ages below 70)	6.5	5	5	4.5	4.5	4.5	4	3	2	1	0	0
Marquis Flex 10 (Issue Ages 70 and above)	5.5	5	5	4.5	4.5	4.5	4	3	2	1	0	0
Marquis Advant-Edge 10 (Issue Ages 70 and above)	5.5	5	5	4.5	4.5	4.5	4	3	2	1	0	0
Horizon S (Issue Ages below 70)	5.5	0	0	0	0	0	0	0	0	0	0	0
Horizon S (Issue Ages 70 and above)	4.5	0	0	0	0	0	0	0	0	0	0	0
SPIA Life Income (Issue Ages Below 70)	4 <sup>(H)</sup>	0	0	0	0	0	0	0	0	0	0	0
SPIA Life Income (Issue Ages Above 69)	3 <sup>(H)</sup>	0	0	0	0	0	0	0	0	0	0	0
SPIA Installment Income (3-4 Years)	2 <sup>(H)</sup>	0	0	0	0	0	0	0	0	0	0	0
SPIA Installment Income (5-7 Years)	3 <sup>(H)</sup>	0	0	0	0	0	0	0	0	0	0	0
SPIA Installment Income (8 Years and Longer)	4 <sup>(H)</sup>	0	0	0	0	0	0	0	0	0	0	0
Marquis Centennial 3 (Issue Ages below 76)	3	2	1	0	0	0	0	0	0	0	0	0
Marquis Centennial 3 (Issue Ages 76 and above)	2	2	1	0	0	0	0	0	0	0	0	0
Marquis Centennial 5 (Issue Ages below 76)	5	4	3	2	1	0	0	0	0	0	0	0
Marquis Centennial 5 (Issue Ages 76 and above)	4	3	3	2	1	0	0	0	0	0	0	0
<b>Marquis Centennial 7 &amp; 10 issued prior to 9/16/12</b>												
Marquis Centennial 7 (Issue Ages 70 and below)	7.5	6.5	5.5	4	3	2	1	0	0	0	0	0
Marquis Centennial 7 (Issue Ages 71-80)	6.5	5.5	5.5	4	3	2	1	0	0	0	0	0
Marquis Centennial 7 (Issue Ages 81 and above)	5.5	4.5	4.5	3.5	3	2	1	0	0	0	0	0

**The compensation to be paid to you under this Schedule pertaining to any insurance product will be reduced by any compensation due or payable to any Marketing General Agent, Independent General Agent or other agent pertaining to such insurance product.**

Independent Marketing Organization Agreement: Schedule of Compensation  
Expressed as a percentage of Premiums Paid

	Policy Year											
	First Policy Year Commission	Renewal Commissions										
	1	2	3	4	5	6	7	8	9	10	11 & after	
<b>Annuities<sup>(b)</sup></b>												
Marquis Centennial 10 (Issue Ages 70 and below)	10	9	8	7	6	5	4	3	2	1	0	
Marquis Centennial 10 (Issue Ages 71-80)	9	8	8	7	6	5	4	3	2	1	0	
Marquis Centennial 10 (Issue Ages 81 and above)	7	6	6	5	5	4	4	3	2	1	0	
<b>Marquis Centennial 7&amp;10 issued on or after 9/16/12</b>												
Marquis Centennial 7 (Issue Ages 70 and below)	6.5	5.5	4.5	3	2	1	1	0	0	0	0	
Marquis Centennial 7 (Issue Ages 71-80)	5.5	4.5	4.5	3	2	1	1	0	0	0	0	
Marquis Centennial 7 (Issue Ages 81 and above)	4.5	3.5	3.5	2.5	2	1	1	0	0	0	0	
Marquis Centennial 10 (Issue Ages 70 and below)	9	8	7	6	5	4	3	2	1	1	0	
Marquis Centennial 10 (Issue Ages 71-80)	8	7	7	6	5	4	3	2	1	1	0	
Marquis Centennial 10 (Issue Ages 81 and above)	6	5	5	4	4	3	3	2	1	1	0	
<b>Group Marquis Centennial</b>	7.5	6.5	5	5	5	5	4	3	2	1	0	
<b>Marquis SP FIA 7&amp;10 (Issue Ages 18-75)</b>												
Marquis SP FIA 7	6.75	0	0	0	0	0	0	0	0	0	0	
Marquis SP FIA 10	8.5	0	0	0	0	0	0	0	0	0	0	
<b>Marquis SP FIA 7&amp;10 (Issue Ages 76+)</b>												
Marquis SP FIA 7	5.75	0	0	0	0	0	0	0	0	0	0	
Marquis SP FIA 10	7	0	0	0	0	0	0	0	0	0	0	
<b>Horizon SPDA-08 (Issue Ages 0-75)</b>												
Horizon 5/7	5	0	0	0	0	0	0	0	0	0	0	
Horizon 3/5 & 5/5	4	0	0	0	0	0	0	0	0	0	0	
<b>Horizon SPDA-08 (Issue Ages 76+)</b>												
Horizon 5/7	4	0	0	0	0	0	0	0	0	0	0	
Horizon 3/5 & 5/5	3	0	0	0	0	0	0	0	0	0	0	

The compensation to be paid to you under this Schedule pertaining to any insurance product will be reduced by any compensation due or payable to any Marketing General Agent, Independent General Agent or other agent pertaining to such insurance product.

Asset Based Compensation for Annuities<sup>(E)</sup>  
Expressed in Basis Points (bp)

	Policy Anniversary										
	1	2	3	4	5	6	7	8	9	10	11 & after
Marquis Flex 10	0	0	0	0	10 bp	10 bp	10 bp	10 bp	10 bp	10 bp	25 bp
Marquis Flex 5	0	0	0	0	25 bp	25 bp	25 bp	25 bp	25 bp	25 bp	25 bp
Marquis Advant-Edge 5 <sup>(F)</sup>	0	0	0	0	25 bp	25 bp	25 bp	25 bp	25 bp	25 bp	25 bp
Marquis Advant-Edge 10 <sup>(G)</sup>	0	0	0	0	10 bp	10 bp	10 bp	10 bp	10 bp	10 bp	25 bp
Group Marquis Flex	0	0	0	0	25 bp	25 bp	25 bp	25 bp	25 bp	25 bp	25 bp
Horizon 0	0	0	0	0	25 bp	25 bp	25 bp	25 bp	25 bp	25 bp	25 bp
Horizon 1	0	0	0	0	25 bp	25 bp	25 bp	25 bp	25 bp	25 bp	25 bp
Horizon S	0	0	0	0	25 bp	25 bp	25 bp	25 bp	25 bp	25 bp	25 bp
Marquis Flex 1	0	95 bp	95 bp	95 bp	95 bp	95 bp	95 bp	95 bp	95 bp	95 bp	95 bp
Marquis Centennial 3	0	0	0	25 bp	25 bp	25 bp	25 bp	25 bp	25 bp	25 bp	25 bp
Marquis Centennial 5	0	0	0	0	0	25 bp	25 bp	25 bp	25 bp	25 bp	25 bp
Marquis Centennial 7 <sup>*(H)</sup>	0	0	0	0	0	0	0	25 bp	25 bp	25 bp	25 bp
Marquis Centennial 10 <sup>*(I)</sup>	0	0	0	0	0	0	0	0	0	0	25 bp
Group Marquis Centennial	0	0	0	0	0	0	0	0	0	0	25 bp
Horizon SPDA-08 3/5 & 5/5	0	0	0	0	0	25 bp	25 bp	25 bp	25 bp	25 bp	25 bp
Horizon SPDA-08 5/7	0	0	0	0	0	0	0	25 bp	25 bp	25 bp	25 bp

**Notwithstanding any term or provision describing asset based compensation to the contrary, with respect to any Group Marquis Centennial policy that is produced by you while this Agreement is in effect or produced by an agent while assigned to you while this Agreement is in effect, Asset Based Compensation is payable as follows. Asset Based Compensation is ¼ of 1% of the policy's net accumulated policy value (less any premium amount described below) and is payable annually starting at policy anniversary 11 and is payable on each policy anniversary thereafter while this policy is in force and while this Agreement is in effect. Asset Based Compensation is calculated as of the date of the applicable policy anniversary, and the policy's net accumulated policy value upon which the compensation is based is reduced by any premium credited to such policy value within the 12 months immediately preceding the applicable policy anniversary upon which the Asset Based Compensation calculation is made.**

**The compensation to be paid to you under this Schedule pertaining to any insurance product will be reduced by any compensation due or payable to any Marketing General Agent, Independent General Agent or other agent pertaining to such insurance product.**

**\*Asset Based Compensation does not apply to policies issued on or after 9/16/12.**

(A) Except as noted otherwise in this Agreement, commissions and service fees on premiums for Optional Benefits sold as riders will be calculated using the same percentages of such premiums as the commissions and service fees for the policy to which the rider is attached. No commissions or service fees are paid on dividends used to purchase paid-up insurance. Policy fees are noncommissionable for the Elite Term Series and Whole Life Plans.

(B) For each insurance product identified in the Schedule as being subject to a "Level," the commission level that applies to you is determined by the Company in accordance with this Agreement and is subject to change as described herein. For such insurance products, the commission level applicable during a calendar month is determined by the Company at the beginning of the calendar month by applying your NAFYAC to the Commission Level Chart below. The applicable commission level as determined by the Company in accordance herewith shall apply commencing on the first day of the calendar month in which such commission level is determined, which shall be considered the effective date of any change in the commission level. The commission level applicable during a calendar month shall only apply to a policy issued in such calendar month and which is produced by you during such calendar month or produced by an agent while assigned to you during such calendar month. The commission level that applies during such calendar month is the commission level that corresponds to your NAFYAC as set forth in the chart below:

Commission Level Chart

<u>NAFYAC</u>	<u>Applicable Level</u>
\$250,000-399,999	1
\$400,000-649,999	2
\$650,000+	3

NAFYAC is defined in the Glossary of Terms attached to and part of this Agreement.

If no levels are indicated in the Schedule (i.e., only a commission percentage is listed), then the commission percentage for the product is as stated in the Schedule. For the insurance products identified in the Schedule that list commission levels, during the first 12 calendar months of this Agreement or that portion thereof during which this Agreement is in effect, the Company shall determine at the beginning of each calendar month, in its sole discretion, the commission level applicable during such calendar month.

Any change in your commission level during the term of this Agreement may occur without notice, notwithstanding any term in the Agreement to the contrary. Upon notice to you, the Company may change the Commission Level Chart, including without limitation the NAFYAC figures, at any time and from time to time, for any reason.

All commissions and service fees to be paid to you as the result of any insurance policy produced by an agent while assigned to you shall be reduced by the full commission or service fee due or payable, if any, to any Marketing General Agent, Independent General Agent or other agent pertaining to such policy.

(C) For Centennial IUL policies produced by you while this Agreement is in effect or produced by an agent while assigned to you while this Agreement is in effect, asset based compensation is based upon the net accumulated policy value as of the end of the policy year listed, subject to the terms and conditions of this Agreement. For purposes of calculating percentages, 100 basis points equals 1%.

(D) The Marquis Flex 1 refers to the Marquis Flex plan that has a withdrawal charge period of 1 year. The Marquis Flex 5 refers to the Marquis Flex plan that has a withdrawal charge period of 5 years. The Marquis Flex 10 refers to the Marquis Flex plan that has a withdrawal charge period of 10 years.

(E) For the annuity policies identified in the Chart of Asset Based Compensation for Annuities that are produced by you while this Agreement is in effect or produced by an agent while assigned to you while this Agreement is in effect, asset based compensation is payable annually starting at the policy anniversary for a policy as listed in the Chart of Asset Based Compensation for Annuities and is payable on each policy anniversary thereafter while the policy is in force and while this Agreement is in effect. Asset Based Compensation is calculated as of the date of the applicable policy anniversary. For calculation purposes, 100 basis points equals 1%.



(F) Notwithstanding any term to the contrary regarding the calculation of asset based compensation, with respect to any Marquis Advant-Edge 5 policy that is produced by you while this Agreement is in effect or produced by an agent while assigned to you while this Agreement is in effect, any asset based compensation pertaining to the 5th policy anniversary is payable on the 5th policy anniversary plus 60 days (the "5th Policy Anniversary ABC Calculation Date"). Any asset based compensation payable on the 5th Policy Anniversary ABC Calculation Date shall be based upon and paid as a percentage of the difference of the net accumulated policy value calculated as of the 5th Policy Anniversary ABC Calculation Date less any premium credited to such policy value within the 12 months immediately preceding the 5th Policy Anniversary ABC Calculation Date.

(G) Notwithstanding any term to the contrary regarding the calculation of asset based compensation, with respect to any Marquis Advant-Edge 10 policy produced by you while this Agreement is in effect or produced by an agent while assigned to you while this Agreement is in effect, any asset based compensation pertaining to the 10th policy anniversary is payable on the 10th policy anniversary plus 60 days (the "10th Policy Anniversary ABC Calculation Date"). Any asset based compensation payable on the 10th Policy Anniversary ABC Calculation Date shall be based upon and paid as a percentage of the difference of the net accumulated policy value calculated as of the 10th Policy Anniversary ABC Calculation Date less any premium credited to such policy value within the 12 months immediately preceding the 10th Policy Anniversary ABC Calculation Date.

(H) The Commission percentages on Single Premium Immediate Annuities will be reduced by 50 basis points for all premiums in excess of \$1 million.

(I) Notwithstanding any term to the contrary, there is no Asset Based Compensation payable on Marquis Centennial 7 & 10 annuities issued on or after 9/16/12.

Life Policy Series: Whole Life Insurance Policy ICC14 LL-01 1404; Whole Life Insurance Single Premium Policy ICC14 LL-02 1408; Whole Life Insurance Simplified Issue Policy ICC14 LL-03 1408 & ICC14 LL-04 1408; Whole Life Insurance Graded Death Benefit Policy ICC14 LL-05 1408, Flexible Premium Universal Life Policy VAN-09; Term to 105 Life Insurance Policy TLP-08.

Annuity Policy Series: Flexible Premium Deferred Indexed Annuity Policy LL-11-FPIA-1 & FPDA 06-I; Single Premium Deferred Annuity Contract With Indexed Interest Options ICC14 ENT-03 1406; Single Premium Immediate Annuity Policy SPIA-94; Deposit Administration Group Indexed Annuity Policy LL-12-DAG-1 & DAGA 07-01, Deposit Administration Group Equity Indexed Annuity Policy DAGA 98-I.

The Lafayette Life Insurance Company  
Cincinnati, OH  
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