

North Carolina Mutual

LIFE INSURANCE COMPANY

411 West Chapel Hill Street, Durham, NC 27701

Producer General Agent Agreement

This Agreement is made and effective the _____ day of _____, 20____, by and between **North Carolina Mutual Life Insurance Company** ("Company"), 411 West Chapel Hill Street, Durham, North Carolina 27701, and _____ with office(s) located at _____ ("Producer General Agent").

Whereas, Company offers various Insurance products for sale to the public; and

Whereas, Producer General Agent is duly licensed and authorized to lawfully market and distribute certain of these products, as set forth herein;

Now, therefore, the parties agree as follows:

- 1. Term.** If executed, this Agreement shall be effective beginning _____, 20____, and remain in force until terminated.
- 2. Appointment.** Company hereby appoints Producer General Agent to sell the products listed on Exhibit 1. No exclusive rights are granted to Producer General Agent. Producer General Agent accepts this appointment as an independent contractor, on the terms herein.
- 3. Authority and responsibility.** Producer General Agent is authorized and responsible in each Market State to (a) use and supervise Producer General Agent's own employees and/or sub-agents who are duly licensed and appointed to sell products; (b) collect and submit initial premium payments to the Company; (c) deliver the Products to purchaser within fifteen (15) days of issuance by Company; (d) document each transaction, including the fact of delivery, and maintain any other documentation reasonably requested by the Company; and (e) reasonably perform in good faith each authorized action hereunder in accordance with Company's administrative procedures and cooperate with the Company as required to provide service for the Products. No variation of this authority and responsibility shall be permitted except with Company's written consent. No other greater authority shall be implied from the grant or denial of powers specifically mentioned in this Agreement.

4. **Prohibitions.** Producer General Agent has no authority to, and shall not (a) make any promise or incur any debt on behalf of Company; (b) hold itself out as an employee of Company; (c) add, alter, waive or discharge any provision(s) of the Products; (d) waive any forfeiture, extend the time of making any payments, or alter or substitute the Company's forms; (e) unless permitted by applicable law, pay or allow to be paid to any customer an inducement not specified in the policy or contract for the Products; (f) give or offer to give, on Company's behalf, any advice or opinion regarding the taxation of any customer's income or estate in connection with the purchase of any Product; (g) take any action beyond the scope of the authority granted under this Agreement.

5. **Representation and warranties.** Producer General Agent represents and warrants that it and each person or entity to whom it pays commissions will have sound business reputations and backgrounds, will be duly licensed and appointed to represent Company in compliance with all applicable laws and regulations prior to and during the sale of any Products pursuant to this Agreement and will comply with applicable procedures, manuals and regulations of the Company and all other applicable laws and regulations. Producer General Agent represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations hereunder.

6. **Premiums and other monies.** Producer General Agent shall be responsible to Company for all monies received for or on behalf of Company and will immediately turn over to Company all such monies received. Producer General Agent shall deposit with Company, together with the applications, the premiums in full on all applications for insurance. Premiums due, subsequent to first regular premiums, shall be payable directly to Company at its home office.

7. **Commissions.** Company shall pay Producer General Agent the commissions set forth on the commission schedule attached as Exhibit 1 for each premium payment received and accepted by Company on a policy issued pursuant to an application submitted by Producer General Agent under this Agreement. Producer General Agent shall not be entitled to any other compensation, remuneration or benefits of any nature from Company for services rendered other than set forth in Exhibit 1.

If Company returns the premium on a policy or portion of such premium for any reason or if a policy terminates or is canceled for any reason, Producer General Agent shall repay Company on demand the amount of all unearned commission received by Producer General Agent or its agents or employees on account of such cancellation or termination. Producer General Agent shall be liable to Company for any unearned commissions paid to Producer General Agent or its agents or employees for returned premiums on canceled, surrendered or terminated policies. Company reserves the right,

upon thirty (30) days notice to Producer General Agent to revise any commissions payable on Products issued, renewed, converted or exchanged in the future. Company may at any time offset any commissions, fees or bonuses accrued or to accrue to Producer General Agent against any debt or debts due Company from Producer General Agent, its agents or employees.

(a) **Policy Termination.** If any policy described herein terminates for any reason or cause, all rights to commissions that might otherwise have accrued hereunder on subject policy(ies) shall cease and terminate. No commission shall accrue on any Insurance issued to any employee under the “conversion privilege” in the policy.

(b). **Agent commissions.** Unless paid by Company directly, Producer General Agent shall be solely liable for and shall promptly pay any and all amounts payable to any sub-agent in connection with the sales of Products.

8. **Policyholder Authorization.** No commissions shall be payable for a policy issued if the Producer General Agent does not have the policyholder’s permission to serve its interests.

9. **Approval of advertising.** Producer General Agent must obtain Company’s written approval of any advertising, promotional material, circular, marketing or written material containing references to the name(s), logo(s), trademark(s), or product(s) of Company or its affiliates prior to use of such material in any manner whatsoever. Producer General Agent shall hold harmless and indemnify Company and/or its affiliates in the event of suit or regulatory action brought as a result of the dissemination or publication of any such material not so approved.

10. **Confidentiality.** Producer General Agent and Company each agree that all information communicated to it by the other, whether before the effective date or during the term of this Agreement, shall be received in strict confidence, shall be used only for the purposes of this Agreement and that no such information shall be disclosed by the recipient party, its agents or employees without the prior written consent of the other party. Each party hereto agrees to take all reasonable precautions to prevent the disclosure to outside parties of such information including, without limitation, the terms of this Agreement.

11. **Termination.** This Agreement and Producer General Agent’s appointment may be terminated by Company immediately and without notice if Producer General Agent fails to comply with any licensing laws or any other law or regulation; becomes insolvent, bankrupt or suffers some other financial impairment which may affect Producer General Agent’s performance of this Agreement; improperly handles Company’s funds; commits

any act of fraud or malfeasance; commits any breach of this Agreement or any other agreement with Company; or commits any act injurious to Company or its policyholders, including, but not limited to bad faith acts such as poor field underwriting or inadequate or improper supervision or recruiting of agents. Producer General Agent's appointment and this Agreement may be terminated by Company without cause upon thirty (30) days written notice.

12. **Effect of termination.** Upon termination, Producer General Agent shall immediately pay all sums due Company, including, but not limited to, unearned commissions due Company under Paragraph 7, and deliver to Company or its representative all records relating to the business produced under this Agreement as required under Paragraph 15. Failure to return Company's property may result in a charge against Producer General Agent for the cost of such items to Company.

13. **Records and Accounts.** Producer General Agent shall hold and preserve as property of the Company all books of account, documents, receipts, vouchers, files, certificates, literature, policies, applications, policyholder lists, correspondence and records of any kind which at any time come into Producer General Agent's possession or under its control relating to transactions for or by Company. During the term of this Agreement, upon request of Company and at the Company's expenses, Producer General Agent shall open these records to examination by Company upon reasonable notice to Producer General Agent and upon termination of this Agreement, Producer General Agent shall surrender the original records, together with any other property of the Company in its possession to Company.

14. **Miscellaneous Provisions.**

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina without giving effect to any conflict of law rule or provision thereof that would cause the application of the laws of any other jurisdiction. Hereby, consent is given to the jurisdiction of the state and federal courts located in, or having jurisdiction over, Durham County, North Carolina, U.S.A. for any action or proceeding.

(b) This Agreement together with the Exhibit(s) attached contains the entire understanding and agreement between the parties hereto with respect to the sale and distribution of the Products and terminates and supersedes all prior and/or contemporaneous agreements. In executing this Agreement, Producer General Agent and Company hereby agree that they have not relied upon any representations other than the representations expressly contained within this Agreement. This Agreement may not be amended, modified, supplemented or changed, in any respect whatsoever, except by a written agreement.

- (c) This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and, except to the extent prohibited hereunder, assigns.
- (d) This Agreement is not transferable or assignable by Producer General Agent. No rights or interests arising therefrom shall be subject to assignment except with the written consent of Company.
- (e) Company reserves the unconditional right to refuse to accept applications procured by Producer General Agent if such do not meet the underwriting or other standards of the Company. Furthermore, Company reserves the unconditional right to modify, to the extent permitted by law, any of the Products in any respect whatsoever or suspend the sale of any of the Products, in whole or in part, at any time without prior notice.
- (f) Producer General Agent shall indemnify and hold Company and its affiliate companies, directors, officers, employees and agents harmless from and against all losses, claims, demands, damages, actions, causes of action, and the expense of defending same (including reasonable attorney's fees and related court costs) resulting from or arising out of the breach of this Agreement or any unauthorized or negligent or willful act of omission of Producer General Agent, its agents or employees.
- (g) Failure of Company to enforce or insist upon the provisions of this Agreement in any instance(s) shall not be construed as waiver of its right to enforce or insist upon such provision(s) either currently or in the future.
- (h) Any notice required under this Agreement may be delivered in person or by mail to Producer General Agent at its last known address. Any notice to Company shall be delivered in person or by mail to 411 W. Chapel Hill Street, P.O. Box 201, ATTN: Group Marketing Director, Durham, North Carolina 27701. Notice shall be deemed delivered upon deposit in the U.S. mail, or if delivered in person, upon actual receipt.

In witness whereof, the parties have caused this Agreement to be duly executed as of the date and year first set forth above.

Producer General Agent

Signed this ____ day of _____, 20__	by	
	Name	

North Carolina Mutual Life Insurance Company

Signed this ____ day of _____, 20__	by	
	Name	

Exhibit 1 (sample)

1. Products

All Group products underwritten and approved for sale by North Carolina Mutual Life Insurance Company and Total Plan Services, Inc., including Group Life, Accidental Death & Dismemberment, Dental, and Small Group Medical.

2. Commissions

Commissions payable are based on the written agreement between Total Plan Services, Inc. and the Producer General Agent for each policy in force serviced by the Producer General Agent during the continuing marketing agreement between North Carolina Mutual Life Insurance Company and Total Plan Services, Inc.

3. Services

The Producer General Agent shall perform these services:

- a. Quoting and Sales presentation
- b. Enrollment
- c. Customer Service
- d. Renewal and Related Services

North Carolina Mutual

L I F E I N S U R A N C E C O M P A N Y

Producer/ Agent's License Appointment Request

Personal Information

Applicant/Licensee Name: _____

Sex: Male _____ Female _____

Social Security Number/ Tax I.D. _____

County of Residence: _____

Date of Birth _____

Business Street Address: _____

City: _____ State: _____ Zip: _____

Residence Address _____

City: _____ State: _____ Zip: _____

Office Phone: _____ Home Phone: _____

Fax: _____ Email Address _____

Appointment Information

Applicant is:

A. Individual Partnership Corporation Sole Proprietor

B. Resident Non-resident

C. Qualified (attach copy of current Agent's or Producers license)

D. Types of License/Appointment being requested:
Life Variable Life Life/Accident/Health

E. Are commissions to be paid to the applicant? Yes No If no, provide name: _____

If applicant is neither an individual nor a Sole Proprietor, supply full names of all Officers, Directors and Members and their titles:

Names

Title:

Due Diligence Questions

- 1. Are you currently bonded? Yes or No
- 2. Have you ever been discharged or permitted to resign from your employment due to
 - a. violating investment related or insurance related statutes, regulations or rules?
 - b. fraud or the wrongful taking of property?
- 3. Do you owe any money to an insurance company?
- 4. Are there any outstanding or pending judgments or liens against you?
- 5. Have you ever had an insurance license or securities registration suspended or revoked?
- 6. Have you ever filed bankruptcy?
 - If so, date charged: _____ Explain: _____
- 7. With the exception of routine traffic violations, have you ever been convicted of or pled guilty in court to a felony? (If yes, provide details below)

Date	Jurisdiction	Charge	Sentence

8. Have you changed resident counties in the past five years? If yes, please indicate below:

City	County	State	Date

9. Do you have Errors and Omissions coverage? If yes, provide details below:

Policy Number	Effective Date	Exp. Date	Face Amt.

10. Please list all previous employers for the past five years starting with the most current:

Employer	Address	Dates Employed	Reason for leaving:

If self-employed, please provide two companies you currently represent:

11. Additional details to questions 1-7:

I hereby certify that all information above is accurate, true and complete to the best knowledge. If I am appointed by North Carolina Mutual Life Insurance Company (NCM) any misstatement may cause this relationship to terminate. If accepted, I agree to comply with all the rules and regulations of NCM and any department of insurance which issues a license to me. I understand and agree that I am not permitted to solicit or sell insurance in any state where I have not received a license from that State's Department of Insurance. I understand that NCM may wish to investigate my background and I authorize, to the fullest to extent permitted by law NCM to communicate with individuals and organizations, including, but not limited to former employers, business and personal references, Government Agencies, and Credit/Inspection Bureaus to verify my history and personal credentials and to obtain other data that may help to analyze my qualifications. I agree to release NCM and their Officers, Directors, Agents, Attorneys, and employees from all liability, causes of action, claims or demands, which may result from my authorizing them to investigate my background and from their furnishing and/or using information in conjunction with such investigation.

I have the right to make a written request within an reasonable period of time to received additional detailed information about the nature and scope of this investigation.

Any error or omission in the above referenced information can lead to immediate termination of my contract.

Applicant's Signature

Date

North Carolina Mutual

L I F E I N S U R A N C E C O M P A N Y

ENROLLMENT FORM

TAKE ADVANTAGE OF DIRECT DEPOSIT TODAY.

Now you can have your payroll check deposited into your account without ever having to go to your bank. We can arrange it for you through our Direct Deposit program. Your paycheck is credited to your account on payday.

It's convenient.

You don't have to worry about getting to the bank because we send your deposit electronically and give you a written payroll statement including your wages, taxes, deductions etc.

It's fast.

As soon as it's time for you to be paid, your money is deposited electronically. The delay between receiving your pay and getting it into your account is eliminated.

It's safe.

Since there is no paper check to worry about, there is no chance that it can be lost or stolen.

It's free.

There is no charge for the service.

Please fill out the information and return with your contract.

Name _____ Social Security Number _____

Employer _____

Name of Bank _____ City Where I Bank _____

Routing Number _____

Please indicate by placing an "x" by your option

___ Checking Account Account Number _____

___ Savings Account Account Number _____

Authorize credit entries and any adjustments to be made to my account.

Signature _____

**INDEPENDENT PRODUCER
COMMISSION PERCENTAGE SCHEDULE
CONTRACT #00016**

	1 st year	2 nd - 10 th	11 th – 20
Platinum Series 10-Yr. Term*	70	3	.50
Platinum Series 15-yr. Term*	70	3	.50
Platinum Series 20-Yr. Term*	70	3	.50
Platinum Series 30-Yr. Term	70	3	.50
Platinum Plus Whole Life*	55	6.5	1.5
Flexible Premium Annuity	4	2	2
Final Expense Whole Life	90	4	1
Final Expense Graded Death Benefit	90	4	1

Signed this _____ day of _____, 2010

General Agent

Print Name _____

Signature _____

Manager

Print Name _____

Signature _____

Producer

Print Name _____

Signature _____

**INDEPENDENT PRODUCER
DIRECT BILL
COMMISSION PERCENTAGE SCHEDULE
CONTRACT #00012**

1st year 2nd- 10th 11th - 20

Platinum Series 10-Yr. Term*	35	4	1
Platinum Series 15-yr. Term*	35	4	1
Platinum Series 20-Yr. Term*	35	4	1
Platinum Series 30-Yr. Term	35	4	1
Platinum Plus Whole Life*	40	7.5	2.5
Flexible Premium Annuity	5	3	3
Final Expense Whole Life	65	4	1
Final Expense Graded Death Benefit	65	4	1

Signed this _____ day of _____, 2010

General Agent

Print Name _____

Signature _____

Manager

Print Name _____

Signature _____

Producer

Print Name _____

Signature _____