Independent Agent's Agreement

Protective Life and Annuity Insurance Company

Home Office:
Birmingham, AL

Administrative Office:
343 Sansome Street
San Francisco, CA 94104

P.O. Box 193892
San Francisco, CA 94119-3892

PROTECTIVE LIFE AND ANNUITY INSURANCE
CONTRACTING INSTRUCTIONS

1. **Contract Information Sheet (W7933NY (01/03))**

   Complete individual agent name or corporation name, the GA Name, GA Agent override# (which is the number we give you when you are setup as a GA), Branch Code (this will be a numeric/alpha code that groups your down line.)

2. **Business Background Questionnaire (W7897NY (01/03))**

   Be sure to completely fill out form in its entirety to include:
   - Social Security Number and/if applicable corporate tax I.D. numbers
   - Indicate whether your contract is to be executed in the name of an Individual, Corporation or Partnership. If Corporation or Partnership what is your title?
   - Birth Date
   - If you want mail routed to your office first, please put your address in the Mailing Address Section located in the upper right hand section.

3. **Independent Agent's Agreement (W7964NY (04/09))**

   Be sure to sign the signature page and do not **PRINT**. Once we have executed your contract, you will receive a copy in the mail.
   - **DO NOT** fill in the dates on the signature page.
   - Corporate, Partnership contracts must be signed by a principal.

4. **Professional Liability Insurance**

   Enclose a current copy of your E & O declaration page. If the E & O does not have your name as the certificate holder we will require a letter from the certificate holder stating that you are covered under their E & O. If your E & O coverage has expired and if you have recently applied for E & O coverage and have not received your declaration page, we will accept a copy of the enrollment form, a copy of the check that was sent for payment and a copy of your expired declaration page. We will give a 30 grace period. If declaration page is not received within 30 days, your contract will be terminated. **We do not accept self-insured E&O.**

5. **Licenses**

   Enclose a copy of your **CURRENT** New York license.
   *Please see next page for NY's new non-restricted State information.

6. **Internal Revenue Services W-9 Request for Taxpayer ID (W-9)**

   Be sure to complete with name or corporation name, address, city, state, zip, social security number and/or tax I.D. If corporate contract, the W-9 must contain the signing officer's social security number as well as the corporate tax I.D. The corporate W-9 it must be signed by the principal signing the contracts.

7. **Assignment of Commissions (W7965NY (04/09))** If commissions are assigned, please obtain signature of Assignor. Also, check the box to indicate whether this applies to all policies placed in past and future or business as of the date of the assignment.

   Note: Effective Tax year 2001, earnings on commissions will be reported to the Internal Revenue Service for the party (Assignor) who signed the Agreement on which commissions are being paid. A notation will be made on the 1099 form indicating that commissions were assigned.

   Release of Assignment To "terminate" assignment of commissions, we require written request signed and dated by Assignee. The person assigning his commissions CANNOT revoke the Assignment Form. The written request should state whether or not the termination includes renewals. If the termination does not include renewals, we will terminate current agent number and issue a new agent number to be used for all future business. If a release of assignment is not attainable, you may request the contract to be terminated and request a new agent number.

8. **Regulation 60 Procedures/NY Agent Certifications**

   Please read Regulation 60 Procedures, then sign and date the New York Agent Certification form. This certifies that you have read New York Regulation 60 and the procedures for Protective Life and Annuity, and agree to follow these regulations in any replacement sale you make.

Contracting Guidelines:

- Errors and Omissions coverage - **MANDATORY**
- Commission Direct Deposit - **MANDATORY**
- Dual contracting allowed – 2 Maximum
- Facsimile copies of contracting accepted. **DO NOT** follow-up with originals
- No first time license sponsoring

Corporate Contracts - The principal will only need to sign the Independent Agent's Agreement. One agent number will be assigned under the corporation name. If there are multiple principals (partners), the other partner should sign a Solicitor Agreement.

Dual Appointments – The agent is currently allowed 2 active agent numbers.

Dual Appointments and Transfers – We require a complete contracting packet. This enables us to update our records and determine proper mailing address and determine if E & O and license are current.

***PLEASE NOTE**: As of October 21, 2003, agents may solicit business on behalf of an insurer in New York – without first being appointed by that insurer – <u>as long as the insurer notifies the Commissioner of the agent's appointment within 15 days from:</u>

1. **The date the agency contract is executed -or-**
2. **The first insurance application is submitted by the agent.**

Protective

Protective Life and Annuity Insurance Company

CONTRACT INFORMATION SHEET

Agent Name: _____
(As on license) First Name Middle Initial Last Name

_____
(If company contract, give company name, your title, and assignment of commissions)

GA Name: _____

GA Agent #: _____Branch Code:_____Contract Level_____

Requirements for contract and appointment:

- [ ] 1) Contract Information Sheet
- [ ] 2) Background Questionnaire
- [ ] 3) Signed PLA-W7964NY Signature page
- [ ] 4) Errors & Omissions (copy of policy's face page)
- [ ] 5) Current License
- [ ] 6) Commission Direct Deposit (authorization/voided check)
- [ ] 7) W9 Tax ID form
- [ ] 8) NY Agent Certifications

Home Office Use Only

Investigative Reports: Equifax _____ B.I.G. _____

Protective Life and Annuity Agent Numbers: _____

Contract Effective Date: _____

Agent Code: _____ Contract mailed on: _____

LIFECOMM: _____ Apptmt processed on: St _____ Dt _____St_____ Dt_____

COSYMA: _____ Apptmt processed on: St _____ Dt _____ St_____ Dt_____

Please check one: ☐ **Individual** ☐ **Partnership** ☐ **Corporation** ☐ **Sole Proprietor**

BACKGROUND QUESTIONNAIRE

Name _____ Company Name _____

☐ Writing Agent ☐ Company Officer ☐ Both (If applicable) _____

Social Security Number _____ Company Tax I.D. Number _____

Residence Address _____ Mailing Address _____
(If less than 5 years, list previous addresses separately)

City _____ City _____

State _____ Zip_____ State _____ Zip_____

Residence Telephone ( ) _____ Company Telephone ( ) _____

Birthdate: _____Spouse Name_____ Fax Number ( ) _____

Email Address _____ website address: www. _____

Circle appropriate designations/industry awards: CLU, ChFC, CFC, MDRT, NQA, Other: _____

BUSINESS/PERSONAL EXPERIENCE

*****List employment history for past 5 years on separate paper and attach*****

Yes	No	
_____	_____	Have you ever, or do you currently represent Protective Life and Annuity Insurance Company?
_____	_____	Has any insurance company or securities broker-dealer ever terminated your contract?
_____	_____	Do you have E & O coverage? Give carrier name, effective dates and policy number.
_____	_____	Have you ever had a claim filed against your E & O insurance coverage?
_____	_____	Do you have any outstanding debt with any insurance company?
_____	_____	Have you ever been bankrupt or insolvent, either personally or in business?
_____	_____	Have you ever had any liens or judgments, either personally or in business?
_____	_____	Have you ever been investigated by any state insurance department or government agency?
_____	_____	Have you ever had an insurance license denied or revoked by a state or province?
_____	_____	Has a bonding company denied, paid out on, or revoked a bond for you?
_____	_____	Have you ever been convicted or plead guilty or no contest to a crime other than a misdemeanor?
_____	_____	Have you ever been on probation?
_____	_____	Are you now the subject of any complaint, investigation or proceeding that could result in a "Yes"answer to any of the above questions?

If any answer is "yes" to above questions, please provide complete explanation on separate paper and attach.

I certify that all statements are correct to the best of my knowledge. I understand that in compliance with the Federal Fair Credit Reporting Act (15 USC Section 1681, et sequellae), an investigative consumer report may be requested from a reporting agency to secure and provide information concerning my character, general characteristics, mode of living, and the accuracy of the statements made in this application. Subsequent investigative reports may be requested to update your file as needed. Upon written request, additional information as to the nature and scope of the report, if one is requested, will be provided.

Signature _____ Date _____

Protective Life and Annuity Insurance Company

INDEPENDENT AGENT'S AGREEMENT

Protective Life and Annuity Insurance Company (hereinafter the Company) hereby appoints the Agent to represent the Company in New York to procure applications for life and health insurance.

It is the Agent's responsibility to comply with all statutory laws, rules, regulations, and company guidelines in the sale of these insurance products. It is the Agent's responsibility to maintain any books and records required under any federal, state, or company rule, regulation, or policy. It is also the Agent's responsibility to maintain and obtain any licenses and appointments required for the sale of these products. It is the Agent's responsibility to understand and follow Regulation 60 procedures.

AGENT-COMPANY RELATIONSHIP

The Company and the Agent mutually agree that this Independent Agent's Agreement is best served when the Agent is an independent contractor for all purposes. As an independent contractor, the Agent has the right to exercise independent judgment as to time, place and manner of soliciting insurance applications, servicing policyholders and otherwise carrying out the provisions of the Agreement. Furthermore, the Agent will pay all expenses in connection with his or her agency and has no authority to incur any indebtedness on behalf of the Company.

ERRORS AND OMISSIONS INSURANCE

The Agent agrees to maintain Errors and Omissions insurance with a liability limit of $1,000,000 or greater. The Agent also agrees to provide evidence of such coverage to the Company when requested. Failure to maintain adequate Errors and Omissions coverage may result in the suspension or termination of this Agreement.

AGENT'S AUTHORITY

The Agent has no authority on behalf of the Company to bind risks of any kind or to make, modify or discharge contracts or to extend the time for paying any premiums. Furthermore, the Agent has no authority to make statements or representations on behalf of the Company, which might alter or waive any of the Company's rights or to name any extra premiums or charges on any risk not listed in the Company's rate book.

Inasmuch as the insurance business is subject to changing laws, regulations and conditions, it is understood and agreed that the Company will prescribe rules, regulations, prices and terms under which it will insure risks. The Company retains the right to change, alter or amend the rules, regulations, prices and terms, including the right to limit, restrict or discontinue entirely the acceptance of applications on any policy, coverage or any line of insurance, at any time it deems advisable to do so without prior notice or consent of the Agent. Any such change, alteration, amendment or limitation shall become effective on the date specified by the Company. No modification or amendment of this Agreement will be valid unless it is in writing by an authorized officer of the Company.

LICENSE AND APPOINTMENT

You agree to maintain a state license in all states that you solicit business for the Company. You agree not to solicit business for the Company until you are properly licensed and/or appointed, unless allowed by law to do so in a given state. If you have been appointed with the Company in a state and have not submitted any business from that state, your appointment with that state may be terminated.

COMPENSATION

The Company agrees to pay and the Agent agrees to accept the compensation provided in the attached schedule subject to the terms and conditions set forth in this schedule. The schedule and the general conditions included therein are incorporated by reference and are made a part of this Agreement. The Company maintains the unilateral right to alter or change this schedule by giving the Agent prior written notice, which shall clearly set forth, the effective date of these changes.

The Company is hereby granted a first lien upon the commissions and other sums, which may become due under this Agreement or any other Agreement the Agent may have with the Company. If the Company, for any reason, refunds any premiums on any policy written by the Agent, or any policy for the which the agent received compensation, or on any policy written by agents assigned or recruited to the Company by the Agent, whether legally required to refund or not, the Company has the right to

deduct, set off or request repayment of the previously paid commissions.

In order to qualify for commissions, as detailed in the schedule of commissions and general conditions, the Agent must have an active Independent Agent's Agreement. The Agent is not entitled to any commissions after the Agent's Agreement has been terminated except as provided in the vesting section.

Net Paid Annualized Life Production - Total annualized commissionable life premium issued and paid during any period of time, net of any charge backs or adjustments for lapses, paid not takens, cancellations, and other policy terminations. Net annualized life production excludes premium paid on business which replaces existing policies of the Company or its affiliates or subsidiaries, and excludes single premium life, annuities, non-individual ordinary life policies of any kind, or business written on the life of, or owned by, the Agent or members of the Agent's family.

In addition, if a decrease in face amount occurs on a Universal Life policy at any time in the 12 months following an increase, a charge back will occur and any amount added to net annualized life production because of the increase will be deducted in determining the current net annualized life production.

Commissionable Premium - For Universal Life policies, commissionable premium is the largest premium on which the Company will pay commissions at first year commission rates. For all other life policies, commissionable premium is the premium payable on the policy during the first policy year. Commissionable premiums are determined by the Company and published separately.

Annualized Premium - For Universal Life policies, annualized premium is the lesser of the commissionable premium or the periodic premium, which the owner of the policy intends to pay, multiplied by the number of periods in one year. For all other life policies, annualized premium is the commissionable premium multiplied by the number of periods in one year.

COMMISSIONS

Commissions paid to the Agent are based upon the applicable commission rates for the policy year in question applied to premiums received by the Company.

Premiums in excess of target received on Universal Life plans during the first policy year shall be eligible for commission based on the excess rate described in the schedule of commission.

Any additional policies written as a result of a guaranteed insurability option or its equivalent will create commission for the Agent only if the Agent is active at the time the additional policy is written.

Commissions will not be allowed on premiums paid by automatic premium loan and on premium waived by operation of a premium waiver provision. If conversion is exercised during a disability waiver period, commissions shall be limited to renewals only.

The Company processes commission payments weekly via electronic fund transfer (EFT) for any amount credited to the Agent's commission account. If EFT is not chosen as payment option, The Company has the right to withhold check payment due the Agent until the amount is more than $100.00. The Company has the right to change this minimum and frequency of check payment at any time for all commissions payable and will notify the Agent.

Commissions shall be allowed to the reinstating Agent on policies reinstated after lapse for non-payment of premiums based on the type of policy, timing of the reinstatement and the personal involvement of the Agent.

If a claim to a commission is disputed by another agent, the decision of the Company will be binding and conclusive.

If the Company returns a premium on a policy, the Agent will repay the Company on demand the amount of commission or advance received on the premium returned. Such amount can be recovered from future commission earnings.

The Company has the right to establish and change its rules for payment of commissions on policies that are replaced by or converted to new policies. Those written rules are hereby incorporated by reference.

VESTING
Upon cancellation of this Agreement, the Agent will be fully and immediately vested in the commission provided in the Schedule of Commissions included herein for policy years two through ten. However, if in any calendar year after the cancellation of this Agreement, the total amount payable under this and any prior Agreement falls below $100.00, no further commission will be payable under this Agreement or any prior Agreement and the Company will have no further obligations under these Agreements.

If the Agent (1) withholds funds, (2) embezzles funds, or (3) fails to comply with the insurance laws and regulations (either of the Company or of the states in which the Agent operates), this Agreement will be canceled immediately and all rights to any future commissions will be forfeited.

If the Agent becomes totally and permanently disabled during the continuance of this contract, any commissions payable under this contract will continue to be paid subject to the $100.00 minimum explained above. If the Agent's death is the cause of termination, the vested commissions will be paid to the Agent's estate subject to the $100.00 minimum explained above.

COMMISSION PAYMENT SPECIFICATIONS
Persistency - An Agent must maintain 80% 25-month persistency. If the Agent has not yet established a 25-month persistency, the Agent must maintain 90% 13-month persistency. The 13-month and 25-month persistency measure by *volume (face amount)* and *premium* will be used by the Company. This will be calculated in accordance with the Company's current rules.

Term Conversions - Please consult the Company Home Office for policy concerning treatment of commission. Conversion during a period of disability waiver shall be limited only to a Non-par Whole Life policy form.

Face Amount Increases - For increases in face amount on Universal Life policies, the Company will pay first year commission, based on the commission rate applicable at the time of original issue, on the increased portion of the commissionable premium paid within the commissionable period following the increase. Revised commissionable premiums will be computed as if the policy were being issued on the effective date of the face amount increase.

In the event of a decrease in the face amount at any time during the twelve months following an increase, no further first year commissions will be payable. Face amount increases will receive first year commissions only to the extent that they exceed any prior increase both in face amount and commissionable premium.

Rider and Supplementary Benefit Rates - These rates are the same as those applied to the policy to which they are attached, except as may be specified in the Schedule of Commissions.

Temporary Flat Extra Ratings - These ratings are non-commissionable.

Conversion – No commission will be payable when a term policy is converted during a period of disability waiver, except on premium paid by the policyholder. Conversion is limited to policy forms as described in the term policy.

INDEBTEDNESS
Any and all cash advances or other payments, including annualized commissions, made to the Agent by the Company, will create a debtor-creditor relationship. As security, the Company has a first lien upon any commissions or other amounts payable to the Agent under this or any other Agreement between the Company or any of its subsidiaries or affiliates and the Agent. The Company may at any time deduct from any commissions or other amounts payable to the Agent any debts owed to the Company by the Agent, or any debts owed to the Company arising out of business written by any agent, which resulted in compensation to the Agent. The Agent will be responsible for all legal fees, court costs and collection fees incurred by the Company in the process of collecting any indebtedness.

The Company reserves the right to chargeback the Agent for any costs associated with medical testing of a proposed insured ordered at the Agent or GAs request in instances where the Company does not receive a formal application on the proposed insured.

INDEMNIFICATION
The Agent agrees to indemnify and hold the Company harmless from any and all loses, claims, damages or liabilities, joint or several (including but not limited to any investigative, legal and other expenses reasonably incurred in connection with, and any amounts paid in settlement of, any action, suit or proceeding or any claim asserted), to which the Company becomes subject based on, resulting from or arising out of any of the following:

a Violation by the Agent of any applicable law, rule or regulation, including insurance laws and regulations, in regard to this Agreement or the Contracts;
b Any unauthorized use by the Agent of promotional, sales or advertising material, any oral or written misrepresentations by the Agent, or any unlawful sales practices by the Agent;
c Any failure by the Agent to submit premium or applications to the Company, on a timely basis and in accordance with this Agreement and the Company's procedures, subject to applicable law;
d Any failure by the Agent to deliver Contracts to purchasers thereof on a timely basis and in accordance with the Company's procedures;
e Any breach by the Agent of any provision of this Agreement; or
f Any unauthorized act or transaction by the Agent.

This indemnification will be in addition to any liability that the Agent may otherwise have. The Company shall have the right to withhold commissions or any other payments owed to the Agent, and to apply such amounts against the indemnification amounts owed to the Company under this Agreement.

AGREEMENT CANCELLATION
This agreement shall continue for an unspecified term during the mutual pleasure of the Agent and the Company until either party elects to cancel this Agreement for any reason. Cancellation shall become effective upon the mailing of the written notice of cancellation to the other party at the last known business address. This Agreement will cancel automatically upon the death of the Agent.

ASSIGNMENTS
The Agent shall make no assignments of any rights or interest under this Agreement, including benefits or compensation, without the written consent of an officer of the Company. Any changes in the Agent's authority are permitted only when they appear in writing signed by an officer of the Company.

ADVERTISING
The Agent agrees not to conduct any advertising whatsoever, including, without limitation, television, radio, print media, internet, computer or electronic demonstrations or illustrations involving the Company, its name or products without obtaining prior written approval of the Company.

COMMUNICATION
The Agent authorizes the Company to provide the Agent with any information that the Company would send by ordinary mail, fax and may also be sent via any electronic means as long as the Agent is currently appointed with the Company.

WAIVER
Failure of the Company to insist upon strict compliance with any provision of the Agreement or rule of the Company shall not constitute a waiver of the provision or rule.

POLICY ADMINISTRATION
The Company requires the premiums submitted to the Agent be received in a fiduciary capacity and remitted immediately to the Company in gross. Net remissions of premiums are strictly forbidden. The Company will pay compensation as soon as possible and will assume the administrative handling of billings, changes and related duties.

ARBITRATION
Any disputes or controversies between the agent and the Company arising out of or relating to this Agreement, or breach thereof, shall, upon written demand of either party, be settled by arbitration conducted in the City of Birmingham, Alabama, and administered by the American Arbitration Association (the AAAÃ) under its Commercial Arbitration Rules as amended and effective on July 1, 1996 (the AAAÃ). Judgement on the award rendered by a majority of the panel of arbitrators may be entered in any court having jurisdiction. All costs and expenses of arbitration, including attorneys' fees, shall be borne by the losing party unless the panel of arbitrators shall decide otherwise.

Within thirty (30) days following receipt of the written demand to arbitrate, each party shall appoint an arbitrator and shall notify the other party of the name and address of its appointed arbitrator. The two party-appointed arbitrators shall select a third, neutral arbitrator in accordance with the AAA Rules. The three arbitrators shall constitute the panel of arbitrators, with the neutral arbitrator serving as the chairperson.

Protective Life and Annuity Insurance Company has caused this Agreement to be signed and the Agent acknowledges his or her voluntary consent by signing below.

This Agreement, when executed, will become effective on _____,20_____.

In witness whereof, the parties have executed this Agreement this _____day of _____, 20_____.

_____
Agent Signature

_____
Barry K. Brown, 2nd Vice President
Licensing, Contracting and Compensation
PROTECTIVE LIFE AND ANNUITY INSURANCE COMPANY

Supplements include: Schedule of Commissions Form

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name, if different from above

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

☐ Exempt payee

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

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

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

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

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

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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

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

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

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

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

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

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

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

Also see *Special rules for partnerships* on page 1.

Penalties

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

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

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

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

Specific Instructions

Name

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

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

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

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

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

Exempt Payee

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

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

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

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

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

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

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

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

Part I. Taxpayer Identification Number (TIN)

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

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

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

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

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

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

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

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

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

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

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.consumer.gov/idtheft* or 1-877-IDTHEFT(438-4338).

Visit the IRS website at *www.irs.gov* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

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

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Protective Life and Annuity Insurance Company
ASSIGNMENT OF COMMISSIONS

I, _____ **(Assignor),** for valuable consideration which I acknowledge to be sufficient, hereby assign and transfer to _____ (Assignee), any and all first year and renewal commissions now due me or hereafter to become due under the terms and provisions of the Independent Agent's Agreement entered into between me and PROTECTIVE LIFE AND ANNUITY INSURANCE COMPANY of Birmingham, AL, dated _____ and all supplements and amendments, if any, for agent #_____.

Payment of said commission to the Assignee shall discharge PROTECTIVE LIFE AND ANNUITY INSURANCE COMPANY from all liability to the Assignor for the payment of such commissions to the same extent as if payment had been made directly to the Assignor.

It is expressly agreed and understood that this Assignment is made subject to the rights of PROTECTIVE LIFE AND ANNUITY INSURANCE COMPANY, whether under the terms of the above indicated Independent Agent's Agreement or otherwise, to deduct from said commission due the Assignor any and all indebtedness now due or which may become due PROTECTIVE LIFE AND ANNUITY INSURANCE COMPANY from the Assignor, and is also subject to prior assignment of interest in the commissions herein assigned.

This Assignment will remain in effect until revoked by the Assignee by giving written notice to the Company.

NOTE: Earnings on commissions will be reported to the Internal Revenue Service for the party (Assignor) who signed the Agreement on which commissions are being paid. A notation will be made on the 1099 form indicating that commissions were assigned.

_____ _____

Signature of Assignor Date

PROTECTIVE LIFE AND ANNUITY INSURANCE COMPANY acknowledges receipt of this Assignment of Commissions, but does not assume responsibility for the validity or legality thereof.

_____ _____

Barry K. Brown, 2nd Vice President Date
Licensing, Contracting and Compensation
PROTECTIVE LIFE AND ANNUITY INSURANCE COMPANY

Agent Schedule of Commissions
Protective Life and Annuity Insurance Company

COMMISSION PERCENTAGES

Universal Life Plans	*First Year* **1**	*Renewal* **2-3**	*Renewal* **4-10**	*Renewal* **11+**
Single Life				
ProClassic NY UL	50	5	3	1

Single Life Term Plans	*First Year* **1**	*Renewal* **2**	*Renewal* **3-10**
Empire 10	50	5	1
Empire 15	50	5	1
Empire 20	50	5	1
Empire 25	50	5	1

ProClassic NY UL- Excess premium over target received in the first year will be paid at 3 points.

Protective

Protective Life and Annuity Insurance Company

COMMISSION DIRECT DEPOSIT

With Protective Life and Annuity's Commission Direct Deposit, your commission earnings will be deposited directly into your checking account.

Please complete this form and mail or fax it along with your **VOID CHECK** to the following address:

Protective Life and Annuity Insurance Company
Commission Service Department
PO Box 193892
San Francisco, CA 94119-3892
OR
Fax: (205) 268-1601

Commission Direct Deposit Authorization

I authorize Protective Life and Annuity Insurance Company to initiate entries to my account listed below.

_____	_____
Financial Institution Name	Account Number

_____	_____	_____
Your Signature	Agent Number	Date

This authority will remain in effect until Protective Life and Annuity Insurance Company has received written notification from me that I wish to discontinue participation in the Commission Direct Deposit Program.

DON'T FORGET TO ATTACH A VOID CHECK. YOUR REQUEST CANNOT BE PROCESSED WITHOUT IT.

REGULATION 60 PROCEDURES
AGENT

1. At your initial meeting, have the client sign the Authorization to Obtain Information (W-8518NY)* and Notice to Insurer of Proposed Replacement and Authorization to Disclose Policy Information (W-8704NY) forms.

2. **Immediately fax to Replaced Company the Authorization to Disclose Policy Information and keep evidence of date sent.**

3. Order Paramed exam, Attending Physician Statement and Inspection Report, if required, as outlined in Protective Life and Annuity Underwriting Guidelines.

4. As soon as Disclosure information is received from Replaced Company, complete the Disclosure form. Obtain from the client the Application (GW-7508NY (8/00)), Definition of Replacement (W-7377NY), Important Notice Regarding Replacement (W-7378NY), and Disclosure Statement (W-7376NY) properly completed and signed. Please be certain that all forms are correctly completed. Incorrectly completed forms or forms missing signatures, dates, and the like will be rejected necessitating further delays and inconvenience for all parties.

5. **After** receipt of the Paramed exam, send all of the items completed in item 4 with the exam and any sales materials used or a copy of the Statement Regarding Illustrations (W-8474NY) to Protective Life and Annuity Insurance Company, Two Ravinia Drive, Suite 960, Atlanta, GA 30346. Include copies of the first two Authorizations that were completed. If you have obtained any Attending Physician's Statements, include them in the items submitted.

6. If no information is received from Replaced Company, clearly indicate this on the Disclosure form.

7. If the policy is issued other than as applied for, a corrected Disclosure Statement will be sent with the policy for signature on delivery. Have this signed and returned to Protective Life and Annuity Insurance Company, 343 Sansome Street, San Francisco, CA 94119-3892 within 10 days. **(Please note different address.)**

*You may elect to await completion of the Disclosure Statement before ordering Paramed exams, etc. If you do this, it is not necessary to complete this form.

NEW YORK AGENT CERTIFICATIONS

The undersigned New York licensed agent certifies as follows:

1. I certify that I have read New York Regulation 60 and the procedures for Protective Life and Annuity (hereinafter PLA) pertaining thereto and agree to follow these regulations in any replacement sale I may make.

2. I specifically certify that I will **not:**

    a. Make or give any deceptive or misleading information in the "Disclosure Statement" or in any proposal or sales material used in the sale of the proposed life insurance policy;
    b. Fail to ask the applicant the pertinent questions relating to the probability of replacement;
    c. Incorrectly record any answer from the applicant;
    d. Counsel an applicant to answer the question(s) with respect to replacement negatively in order to prevent notice to the insurer to be replaced; or
    e. Counsel an applicant to write directly to the insurer in such a way as to attempt to bypass such insurer's agency representation or obscure the identity of the agent replacing the life insurance policy.

Signed at_____, and dated this _____day of _____, 20_____.

X_____
Signature Of Agent