Protective Life & Annuity Insurance Company
AGENT'S APPOINTMENT REQUEST & AGREEMENT OF CONDITIONS

Protective Life & Annuity Insurance Company, (herein referred to as Company) is hereby requested to make application to the Department of Insurance of the State of New York for the issuance of a life insurance agent's license and/or appointment authorizing _____ (herein referred to as Agent) to solicit applications on behalf of the Company.

I hereby agree that your consent to the issuance of such license and/or appointment is subject to, and I hereby agree to be bound by, each and all of the following conditions:

I shall be an Agent #_____assigned to the jurisdiction of_____
(Agent or Agency)

The Company has no obligation to me for commissions, expense allowances or any form of compensation whatsoever in connection with the services performed and expenses incurred by me in the solicitation of applications for insurance issued by the Company. I will receive no security benefits, prizes or awards from the Company, nor will be eligible to qualify for attendance at Company-sponsored agent conventions, conferences or business meetings based on the amount of business I produce. It is expressly understood that I am under direct contract with my General Agent who has personally agreed to compensate me for such services.

Earnings on commissions will be reported to the IRS for the Agency who signed the Independent Agent's Agreement on which commissions are being paid.

I have no employment contract with the Company, and I am not, and I shall refrain from holding myself out as an employee, partner, joint venturer, or associate of the Company.

I shall comply with the rules, regulations and rate books of the Company, the laws of the states I am licensed in, and the regulations of the Department of Insurance relating to my activities in the solicitation of insurance.

I shall not alter, modify, waive or change any of the terms, rates or conditions of any advertisements, receipts, policies or contracts of the Company in any respect.

I shall promptly remit to the Company any and all monies or securities received by me on behalf of the Company as full or partial payment of first year or renewal premiums, or any other item whatsoever.

I shall not obligate the Company nor incur expense on its behalf in any manner whatsoever.

I have not been convicted of a criminal felony involving dishonesty or a breach of trust. I shall inform the Company immediately if I am charged with or convicted of such an offense.

The Company may without liability to me whatsoever, upon request of my General Agent, or upon its own initiative, cancel my appointment at any time.

The foregoing applicant is hereby recommended for appointment as an Agent assigned to my agency, subject to the terms of my Independent Agent's Agreement with the Company and this request.

_____
Agency Principal Signature

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

The parties have executed this Agreement this _____day _____, _____

_____
Agent Signature

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