

Donahue-Macchia Insurance
"A Partner in Growing Your Business"
50 Derby Street
Hingham, MA 02043
800-322-6342
www.donahue-macchia.com

Protective Life Producer Licensing

1. Complete the Independent Producer Application.
2. Sign and date the Authorization statement.
3. Complete, sign and date the W-9.
4. Complete, sign and date the Direct Deposit form and attach a void check.
5. Complete, sign and date the Assignment of Commissions if applicable.
6. Attach copies of all active licenses.
7. Attach proof of **Errors and Omissions** coverage
8. Return to Donahue-Macchia Insurance.

If you have any questions regarding the completion of this paperwork,
please call Donahue- Macchia at 1-800-322-6342

THANK YOU!

INDEPENDENT PRODUCER APPLICATION for Protective Life Insurance Company

Regional Sales Manager			
Applicants Full Name	Preferred Name	Birth Date	Birth Place
Social Security No.		Designations (CLU, ChFC, CFP, etc.)	
Spouse's Name		Spouse's Birth Date	
Business Name (if Applicable)		Business Type (Incorporated, Partnership, Sole Proprietor)	
Business Mailing Address		Business Street Address (if different)	
Residence Street Address		Residence Phone	
Business Phone		Business 800# Phone	
Internet E-Mail Address		Fax Phone	
Are you currently appointed with Protective Life? Yes ___ No ___ If Yes, does this involve a transfer to a new Regional Sales Manager? Yes ___ No ___			
Previously appointed with Protective? Yes ___ No ___ Currently Licensed in Resident State? Yes ___ No ___			
Hold a Securities License? Yes ___ No ___ Series _____ Broker Dealer _____			
Specify all states in which you would like a non-resident license with Protective. Attach appropriate forms and a check for the total license fee(s).			
Assign commissions to: Individual _____ Corporation _____ (complete assignment form)			
If Soliciting Producer, commissions paid to _____ (Name & Agent Number) for the personal production of life and other insurance business by you on behalf of the Company.			
If application is for a Corporation, list the name and title of any officer or employee who will solicit business on behalf of Protective Life Name: Title			
Corporate Tax I. D. number (separate W-9 form required)			
May Protective Life publicize your name and photo in Company publications? Yes _____ No _____			
For E&O purposes, are you an employee of an insurance company? Yes _____ No _____			
Name of Insurance Company Affiliations From Mo/Yr To Mo/Yr			
Is your agency owned by a bank or credit union or will sales of life or annuity products be transacted in a bank or credit union? Yes ___ No ___ If yes, please provide details. _____			
Pending Status Report can be accessed by the agent at any time through Protective's website (http://www.protective.com/ppga)			
Direct Deposit for Commissions Yes ___ No ___ If yes, complete direct deposit form and attach.			

Read carefully and answer the following:

Yes*	No	Question
		Do you have any outstanding debit balances with other insurance companies?
		Are you currently being investigated or have you ever had any disciplinary action taken against you by another insurance company, a state insurance department, the NASD, SEC or any other regulatory authority, or had an insurance license denied, revoked or suspended?
		Have you ever been terminated by an insurer for any reason other than insufficient production?
		Have you ever been convicted of or plead guilty or plead no contest to a felony or misdemeanor other than those involving minor traffic violations?
		Are you currently, or in the past 24 months have you been party to a lawsuit, arbitration or other legal or judicial proceeding?

You agree to notify Protective life within 10 days of any changes to the answers to any of the above questions.

* For any questions answered "Yes", give details. Attach additional sheets if necessary.

Rev. January 2006

AUTHORIZATION AND CERTIFICATION OF STATEMENTS

I hereby apply to Protective Life Insurance Company ("Protective") to sell life and other insurance products. If this application is accepted, I agree to conduct my solicitation of business for Protective in accordance with the terms of the Independent Producer Agreement or the Independent Soliciting Producer Agreement, the terms of which are incorporated into this application by reference. I agree protective has no obligation to approve this application and release Protective from all liability if it does not contract me. I agree to take all steps reasonably necessary to become and remain knowledgeable about all Protective products that I sell. **I agree not to solicit business for Protective until I am properly licensed and/or appointed, unless allowed by law to do so in my state.**

I hereby certify that the statements contained in this Application are true and complete to the best of my knowledge and belief. I understand that any false statement on the application may be considered as sufficient cause for rejection of this application or for termination if such statement is later discovered to be false.

Protective is committed to providing customer-focused service founded on our three preeminent values of Quality, Serving People, and Growth. The Producer's Manual, in the illustration system, contains guidelines that we expect you to follow in the ethical conduct of business. Protective has also committed itself to uphold the ACLI Market Conduct principles listed below. Your signature below indicates your agreement to read and follow Protective's guidelines and the ACLI Market Conduct Principles. **I further agree to follow the guidelines outlined in the Ethical Market conduct Guidelines which are included in the complete contract packet.**

1. To conduct business according to high standards of honesty and fairness and to render that service to its customers which, in the same circumstances, it would apply to or demand for itself.
2. To provide competent and customer-focuses sales and service.
3. To engage in active and fair competition.
4. To provide advertising and sales materials that are clear as to purpose and honest and fair as to content.
5. To provide for fair and expeditious handling of customer complaints and disputes.
6. To maintain a system of supervision and review that is reasonably designed to achieve compliance with these Principles of Ethical Market Conduct.

NOTICE: The Fair Credit Reporting Act requires that we advise you that an inquiry may be made concerning your credit rating, character, general reputation, personal characteristics, and mode of living. This information may be obtained from commercial reporting agencies as well as from companies you represent or have represented. Upon written request, additional information as to the nature and scope of any inquiry will be provided.

I UNDERSTAND THAT THE INDEPENDENT PRODUCER AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION THAT MAY BE ENFORCED BY THE PARTIES, AND THAT BY SIGNING BELOW I AM GIVING UP ANY RIGHTS I MIGHT POSSESS TO HAVE ANY DISPUTE UNDER THIS APPLICATION AND INDEPENDENT PRODUCER SOLICITING AGREEMENT LITIGATED IN A COURT OR JURY TRIAL.

Date _____

Applicant (Signature)

Date _____

Regional Sales Manager (Signature)

Print RSM Name and Agent Number

Attach copy of resident license and E&O coverage (must have minimum of \$1,000,000 coverage)

Rev. January 2006

Form W-9**Taxpayer Identification Number Request**

To: _____ Account Number: _____

Please complete the following information. We are required by law to obtain this information from you when making a reportable payment to you. If you do not provide us with this information, your payments may be subject to 30.5% federal income tax backup withholding. Also, if you do not provide us with this information, you may be subject to a \$50 penalty imposed by the Internal Revenue Service under section 6723.

Federal law on backup withholding preempts any state or local law remedies, such as any right to a mechanic's lien. If you do not furnish a valid TIN, or if you are subject to backup withholding, the payor is required to withhold 30.5% of its payment to you. Backup withholding is not a failure to pay you. It is an advance tax payment. You should report all backup withholding as a credit for taxes paid on your federal income tax return.

Instructions: Complete Part 1 by completing the row of boxes that corresponds to your tax status. Complete Part 2 if you are exempt from Form 1099 reporting. Complete Part 3 to sign and date the form, and return it to us in the enclosed envelope.

Part 1 Tax Status: (complete one row of boxes)

Individuals:

Individual Name:	Individual Social Security Number: - - - - -
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Sole Proprietor: A sole proprietorship may have a *doing business as* trade name, but the legal name is the name of the business owner.

Business Owner's Name:	Business or Trade Number: - - - - -	Business or Trade Name:
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Partnership: A partnership may have a *doing business as* trade name and/or a name based on the names of the partners.

Name of Partnership:	Partnership Employer Identification No. - - - - -	Partnership's Name on IRS records:
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A corporation may use an abbreviated name or its initials, but its legal name is the name on the articles of incorporation. Corporation, exempt charity, or other entity:

Name of Corporation or Entity:	Employer Identification Number: - - - - -
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Part 2 Exemption: If exempt from Form 1099 reporting, check here: _____ and circle your qualifying exemption reason below

1. Corporation
2. Tax Exempt Charity under 501(a), or IRA [501C3]
3. The United States or any of its agencies or instrumentalities
4. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions
5. A foreign government or any of its political subdivisions

Part 3 Certification: I am a U.S. person (including a U.S. resident alien).

Person completing this form: _____

Signature: _____ Title: _____

Date: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: (_____) _____

PROTECTIVE LIFE'S
Commission Direct Deposit Authorization Form

Name: _____

Agent Number: _____

I hereby authorize Protective Life Insurance Company to initiate credit entries and to initiate, if necessary, debit entries as adjustments for any credit entries made in error to my account indicated below and the financial institution named below to credit or debit the same to such account.

Name of Financial Institution _____

Address: _____

City: _____ State _____ Zip Code: _____

Account Number (Checking account only): _____

A void check with an account name matching the name shown above must accompany this form.

This authority is to remain in full force until Protective has either received written notification from me on its termination in such time and in such manner as to afford Protective a reasonable opportunity to act on it. This authorization may, at the discretion of Protective, survive the termination of my Independent Producer Agreement.

Signature _____ Date: _____

Please return form to:

Protective Life Insurance Company
Producer Services, 2-3MA
P.O. Box 2606
Birmingham, AL 35202
Fax: 205-868-3169

Due to the bank notification process required to initiate your Automatic Deposit, your authorization will become effective in approximately three weeks. You will be notified when your Automatic Deposit becomes effective. To ensure proper and efficient deposits of commissions, please notify Producer Services (1-800-444-2658) of all bank account changes. Changes will take place on the second commission cycle after notification has been received.

ASSIGNMENT OF COMMISSIONS

For good and valuable consideration, the undersigned _____ (Assignor) hereby sells, assigns, transfers, sets over and delivers to _____ (Assignee), whose address is _____ all his right, title and interest in and to all commission payments of any kind now due or to become due him under the terms dated _____, 20_____, under Agent Code Number, _____ entered into by and between himself and PROTECTIVE LIFE INSURANCE COMPANY, Birmingham, Alabama, and all supplements, amendments and additions thereto.

Assignor hereby expressly authorizes and instructs PROTECTIVE LIFE INSURANCE COMPANY to pay to the Assignee said commissions monthly as they accrue. Payment of said commissions to the Assignee shall discharge PROTECTIVE LIFE INSURANCE COMPANY from all liability to the Assignor for the payment of such commissions to the same extent as if payment thereof had been made directly to the Assignor.

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

IN WITNESS WHEREOF, the Assignor has hereunder set his hand and seal this _____ day of _____, 20_____.

Witness

Assignor

Corporate Assignor

By: _____

Title: _____

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

Filed in the Home Office of PROTECTIVE LIFE INSURANCE COMPANY, Birmingham, Alabama, this _____ day of _____, 20_____.

PROTECTIVE LIFE INSURANCE COMPANY assumes no responsibility for the validity or legality of the foregoing assignment.
PROTECTIVE LIFE INSURANCE COMPANY

By: _____

Title: _____

**INSTRUCTIONS FOR COMPLETING FORMS
ASSIGNMENT OF COMMISSIONS**

1. The contract which is to be assigned should be noted in the space provided. Separate forms must be completed for each contract and Agent Code Number to be assigned.
2. The forms must be signed by the party who holds the contract for which commissions are to be assigned. (If the Contract is in the name of a corporation or partnership, the signature of an Officer or Partner is required.)
3. No Assignment shall become effective until recorded by the Home Office.



**Protective ACCELERATORseriesSM COMMISSION SCHEDULE
UNIVERSAL LIFE PLANS**

For Policies With Application Signed Date On Or After May 1, 2006

NEW SALES

BASE PLAN	ISSUE AGE RULES	FIRST YEAR COMMISSION <i>See Special Rule 1 & 2</i>	RENEWAL COMMISSION 2nd Policy Year <i>See Special Rule 2 & 3</i>	RENEWAL COMMISSION 3rd thru 10th Policy Years <i>See Special Rule 2 & 3</i>	SERVICE FEE 11th Policy Year and After <i>See Special Rule 3</i>
Protective 1000G	A	85% of Target Premium plus 5% of Excess Premium over Target Premium	2.5% of Each Premium Paid Plus .15% of Unloaned Policy Value <i>See Special Rule 4</i>	2.5% of Each Premium Paid Plus .15% of Unloaned Policy Value <i>See Special Rule 4</i>	.15% of Unloaned Policy Value <i>See Special Rule 4</i>
Protective 100 Protective 100 PLUS Protective Survivor	B				
Protective Select UL SM VI	B	85% of Target Premium plus 2.5% of Excess Premium over Target Premium <i>See Special Rule 5</i>	2.5% of Each Premium Paid <i>See Special Rule 5</i>	2.5% of Each Premium Paid <i>See Special Rule 5</i>	N/A
Protective Survivor Select UL SM III	B	75% of Target Premium plus 4% of Excess Premium over Target Premium	2.5% of Each Premium Paid	2.5% of Each Premium Paid	N/A
Protective 500	B	70% of Target Premium Plus 5% of Excess Premium over Target Premium	2.5% of Each Premium Paid Plus 2.5% of Cost of Insurance	2.5% of Each Premium Paid Plus 2.5% of Cost of Insurance	2% of Cost of Insurance
Protective Classic UL	B	85% of Target Premium plus 5% of Excess Premium over Target Premium	3.0% of Each Premium Paid	3.0% of Each Premium Paid	.25% of Each Premium Paid
Protective Custom UL	B	85% of Target Premium plus 5% of Excess Premium over Target Premium	2.5% of Each Premium Paid Plus .15% of Unloaned Policy Value <i>See Special Rule 4</i>	2.5% of Each Premium Paid Plus .15% of Unloaned Policy Value <i>See Special Rule 4</i>	.15% of Unloaned Policy Value <i>See Special Rule 4</i>
		.25% Trail Commission on Average Monthly 1035 Loan Balance <i>See Special Rule 4</i>	.25% Trail Commission on Average Monthly 1035 Loan Balance <i>See Special Rule 4</i>	.25% Trail Commission on Average Monthly 1035 Loan Balance <i>See Special Rule 4</i>	
Issue Age Rules: A - If the issue age is 66 or over, commissions will be based on the target premium for issue age 65. B - Full target commissions will be paid on all issue ages. C - If issue age is 76 or over, commissions will be based on the target premium for age 75.					

SPECIAL RULES – ALL UNIVERSAL LIFE PLANS

1. No commissions will be paid on permanent or Temporary Flat Extra premiums.
2. First year and renewal commissions for table rated policies will be paid on the policy's target premium subject to the age rules on page one of this commission schedule. The difference between the commissionable target premium and the "actual" target premium will be used to determine excess premium commissions. If issue age is 66 or greater, commissions on a table rating attached to a CIR will be based on the target premium for issue age 65.
3. No renewal or service fee percent of premium commission will be paid at attained age (joint equal age) 100 and thereafter for all Universal Life products.
4. All commissions on Unloaned Policy Value and Average Monthly 1035 Loan Balance will be paid at the end of the policy year.
5. Compensation for Conversions/Exchanges to the Protective Select ULSM VI:
 - First-Year commissions on target premium will be based upon the age of the term plan being converted,
 - Conversion Years 1-5 - **100% of normal** commissions on target premium.
 - Conversion Years 6-10 - **50% of normal** commissions on target premium.
 - Conversion Years 11+ - **No** commissions on target premium.

Normal compensation on excess premiums, renewals, and service fees applicable in all three scenarios.

RIDERS AND BENEFITS - UNIVERSAL LIFE

First Year Commissions on Riders (CIR, Family Term, Children's Term) and Benefits (Disability, ADB, PIR) will be paid on the Commissionable Target Premium for that rider.

Commissionable Target Premium is based on the issue age of the base plan. The Commissions paid will be at the same rate as the policy to which they are attached.

If issue age is 66 or greater, CIR commissions will be based on the target premium for issue age 65.

First Year Commission on Guaranteed Insurability Riders (GIR) and Flexible Coverage Rider (FCR) will be paid at excess commission rates.

ADDITIONS TO EXISTING PLANS

INCREASES

Commissions on increases for Non-Target premium plans will be based on an amount per \$1,000 of increase in the Specified Amount over the previous highest specified amount on the policy. The amount per \$1,000 of increase will be determined by the plan of insurance on which the increase is being made.

Commissions on increases for Target Premium plans are based on increases in annual target premium. Increases are fully commissioned provided the target premium is increased to cover the new addition at the time the increase is made. The premium which is received is pro rated between the original coverage and the increase, and first year commission is only paid on the pro rata part of the premium applied to the increase. [For example, if a policy is increased from \$100,000 to \$150,000, the original coverage is two-thirds and the increase is one-third. If the insured does not increase the target premium and continues paying \$100.00 per month, two-thirds (\$66.67) is applied toward the base policy and one-third (\$33.33) is applied toward the increase. The agent would receive a renewal commission on \$66.67 and a first year commission on \$33.33.]

Commissions on increases will be based on the original issue age of the insured.

RIDERS AND BENEFITS

If a Supplemental Benefit such as PIR, Disability Benefit, ADB is added to a Universal Life policy after issue, commissions on the Benefit will be at the rate being paid on the base policy at the time the Benefit is added. If a Benefit is added after the policy is out of the first year, only renewal rate commissions will be paid on the benefit. If it is added during the first policy year, first year commissions will be paid on the Benefit for the remainder of the first policy year.

If a Family Term Rider, Children's Term Rider or Covered Insured Rider is added to a Universal Life policy after issue, first year commissions will be paid on this coverage, provided the target premium is increased.

COMMISSION CHARGEBACKS

If a policy is terminated as a result of the "free look" provision, 100% of any commissions paid will be charged back.

In the event a fixed life insurance policy shall terminate within six months from the date of issue, the full compensation paid thereon shall be charged back. In the event a termination takes place after the sixth month and before the thirteenth month after the date of issue, fifty percent of the compensation will be charged back.

If a face amount or rider benefit is decreased or discontinued within six months from the date of issue or increase, 100% of the commissions attributable to that decrease or discontinuation will be charged back. If a face amount or rider benefit is decreased or discontinued after the sixth month and before the thirteenth month from the date of issue or increase, 50% of the commissions attributable to that decrease or discontinuation will be charged back.

GENERAL PROVISIONS

1. Commissions on policy changes, exchanges, term conversions, PIR options or similar activities will be paid in accordance with Company rules and procedures in effect at the time the transaction occurs.
2. Term Conversion Commissions on converted term plans will be paid on Net Commissionable Target Premiums (Gross Commissionable Target Premiums minus any Term Conversion Credit) received. Commissionable Target Premium is subject to the issue age rules found on page one of this schedule. Net Commissionable Target Premiums must be paid by new money in order to be commissioned. Any premiums received in excess of Net Commissionable Target Premium will be commissioned as excess premium for all Universal Plans. If the new policy is a Universal Plan and the Term Conversion Credit reduces the Net Commissionable Target Premium to less than 50% of the Commissionable Target Premium, a minimum of 50% of the Commissionable Target Premium will be commissioned (at First Year Commission rates) on new money received. (Example: A policy has a Commissionable Target Premium of \$1,000 and a Term Conversion Credit of \$600. The Net Commissionable Target Premium will be adjusted to \$500 (50% of Commissionable Target Premium). Commissions will be paid on new money received up to \$500. If \$400 is paid, only \$400 is commissioned. If \$600 is paid, \$500 is commissioned as Commissionable Target and \$100 as excess.)
3. The agent who causes an orphan policyholder to convert a Term policy to a Permanent policy will receive commissions, for the new permanent policy in accordance with Provision Number 2.
4. An agent who causes an orphan policyholder to reinstate a lapsed policy will receive the renewal commissions and any first year commissions to which any agent would have been entitled. (However, where annualization of first year commissions has already occurred, we will not pay two first year commissions. Therefore, the only commissions to which the reinstating agent would be entitled would be renewal commissions.)
5. The Company has the right to modify the commission which otherwise would be payable on any portions of insurance reinsured.
6. First year, renewal, or service commissions are not payable on any policy in effect under one of the non-forfeiture options.
7. For any policy not included in this Schedule, the commission will be as determined by the Company.



**Protective ACCELERATORseriesSM COMMISSION SCHEDULE
WHOLE LIFE AND TERM LIFE PLANS
For Policies With Application Signed Date On Or After May 1, 2006**

All Commissions, Renewal Commissions and Service Fees are subject to the provisions and terms of your Independent Producer Agreement.

NEW SALES

BASE PLAN/BAND	FIRST YEAR	RENEWAL COMMISSION 2ND-10 TH POLICY YEAR	SERVICE FEE 11TH POLICY YEAR & AFTER
Protective MultiTerm SM 10 (Heaped)	70% of Premium	N/A	N/A
Protective MultiTerm SM 15 (Heaped)	75% of Premium	N/A	N/A
Protective MultiTerm SM 20 (Heaped)	85% of Premium	N/A	N/A
Protective MultiTerm SM 30 (Heaped)	95% of Premium	N/A	N/A
Non-Par Whole Life	100% of Premium	5% of Premium	2% of Premium
Protective CRITICALanswer SM	75% of Premium	6% of Initial Premium	3% of Initial Premium
Protective LIFEnavigator	75% of Premium	5% of Premium	2% of Premium

SPECIAL RULES

1. No commission is paid on Permanent or Temporary Flat Extra Premiums.
2. First year commissions will be paid on the premium charged for a Table Rating at the same rate as the policy to which it is attached. Renewal commissions will be paid at the same rate and on the same basis as the policy to which it is attached.
3. The policy fee is not commissionable for the Protective MultiTermSM or the Protective CRITICALanswerSM products.
4. No commission is paid on Guaranteed Insurability Riders (GIR) or Flexible Coverage Rider (FCR) premiums.

RIDERS AND BENEFITS

First year commissions on riders (Family Term, Children's Term) and benefits (WP, ADB) will be paid at the same rate as the policy to which they are attached and will be paid on the premium charged for each rider or benefit. Renewal commissions will be paid at the same rate and on the same basis as the policy to which they are attached.

When these riders or benefits are added to a policy already in force, the same rate of commission as is then being paid on the policy to which they are attached will apply to the premium for the additional rider or benefit. (For example, if a Waiver of Premium or Family Term Rider is added after the first policy year, only renewal commissions will be paid.)

COMMISSION CHARGEBACKS

If a policy is terminated as a result of the "free look" provision, 100% of any commissions paid will be charged back.

In the event a fixed life insurance policy shall terminate within six months from the date of issue, the full compensation paid thereon shall be charged back. In the event a termination takes place after the sixth month and before the thirteenth month after the date of issue, fifty percent of the compensation will be charged back.

If a face amount or rider benefit is decreased or discontinued within six months from the date of issue or increase, 100% of the commissions attributable to that decrease or discontinuation will be charged back. If a face amount or rider benefit is decreased or discontinued after the sixth month and before the thirteenth month from the date of issue or increase, 50% of the commissions attributable to that decrease or discontinuation will be charged back.

GENERAL PROVISIONS

1. Commissions on policy changes, exchanges, term conversions, PIR/GIR options, or similar activities will be paid in accordance with Company rules and procedures in effect at the time the transaction occurs.
2. Term Conversion Commissions will be paid on net premiums which must be paid by new money in order to be commissioned.

3. An agent who causes an orphan policyholder to convert a term policy to a permanent policy will receive commissions for the new permanent policy in accordance with Provision #2.
4. An agent who causes an orphan policyholder to reinstate a lapsed policy will receive the renewal commissions and any first year commissions to which any agent would have been entitled. (However, where annualization of first year commissions has already occurred, we will not pay two first year commissions. Therefore, the only commissions to which the reinstating agent would be entitled would be renewal commissions.)
5. The Company has the right to modify the commission which otherwise would be payable on any portions of insurance reinsured.
6. First year, renewal, or service commissions are not payable on any policy in effect under one of the nonforfeiture options.
7. For any policy not included in this Schedule, the commission will be as determined by the Company.