

# Contract Transmittal

## Western Reserve Life



IBA-National Marketing  
P.O. Box 30248  
Charleston, SC 29417  
800-406-6303 843-769-9804 fax  
marketing@insurancebrokerageamerica.com

**New Agent Name:**

**State(s) to be appointed in:**

**Up-line:**

### **Appointment Requirements**

**For agents not appointed with WRL who wish to be paid as an individual:**

- Producer Appointment Application
- Request to Contract Form
- Fixed Producer Agreement - agent should complete Page 8 (Section A)
- ACH Form

**For agents not appointed with WRL who wish to be paid through a Fixed Agency:**

- Producer Appointment Application
- Request to Contract Form
- Fixed Producer Agreement - Page 8 (Section B) completed by the signing officer on behalf of the agency
- Entity Certification of Authority
- ACH Form

**For agents already appointed with WRL who wish to be paid as an individual:**

- Request to Contract Form
- Fixed Producer Agreement - agent should complete Page 8 (Section A)
- Completed Wholesaler Authorization Form
- ACH Form

**For agents already appointed with WRL who wish to be paid through a Fixed Agency:**

- Request to Contract Form
- Fixed Producer Agreement - Page 8 (Section B) completed by the signing officer on behalf of the agency
- Entity Certification of Authority
- Completed Wholesaler Authorization Form
- ACH Form

**Recruiter information:** For an agent who would like to be set up as a "recruiter" please indicate this on the "Request to Contract Form", along with the wholesaler information and the applicable commission rates for the recruiter. Once we have an agent number for the recruiter, you can begin to use that number on the Request to Contract forms for newly recruited agents.

**New Business:**

If business is being submitted simultaneously with agent appointment paperwork, please include the following information in a cover sheet with the appointment paperwork: client name, the date the new business application was signed, the state in which the business was written and the type of business written. This will aid in expediting the appointment request.

Carrier	Dual Contracting Allowed?	E&O Coverage Mandated? (\$1 Mil. Minimum)	<i>*Special* Notes</i>	Pre-Appointment States	Agent Pays Appointment Fees?	Carrier Requires Business to Appoint?	Transfer/Dual Rules
Western Reserve Life	No	No, but IBA requires E&O Coverage from ALL Agents.	*WRL will pay for the initial Resident appointment. Non-Resident appointments are at the expense of the Agent. *WRL will pay for Non-Resident Appointments for IBA' Distribution Channel.	AL, CT, FL, KS, KY, LA, MO, MT, OH, PA, TX, VT, WA, WI & WI	*WRL will pay for the initial Resident appointment. Non-Resident appointments are at the expense of the Agent. *WRL will pay for Non-Resident Appointments for IBA' Distribution Channel.	Recommended	N/A

**PRODUCER APPOINTMENT APPLICATION  
FOR VARIABLE LIFE AND FIXED LIFE PRODUCTS**



**Western Reserve Life Assurance Co. of Ohio**

Administrative Office:  
P.O. Box 5068  
Clearwater, FL 33758-5068  
800-443-9975, ext. 1236564  
Fax 727-299-1864  
www.westernreserve.com

Internal Use Only:

W/S

Name: \_\_\_\_\_

W/S #: \_\_\_\_\_

Please print legibly in black ink (or type), complete form in its entirety, and sign.

**PERSONAL DATA**

LAST:			FIRST:			MI:			DATE OF BIRTH		
DAYTIME/PRIMARY TELEPHONE ( ) ( ) ( ) ( ) ( )				HOME/ALTERNATE TELEPHONE ( ) ( ) ( ) ( ) ( )				FAX # ( ) ( ) ( ) ( ) ( )			
SOCIAL SECURITY NO.			BROKER-DEALER AFFILIATION			SEX <input type="checkbox"/> Male <input type="checkbox"/> Female			PROFESSIONAL DESIGNATIONS <input type="checkbox"/> CFP <input type="checkbox"/> ChFC <input type="checkbox"/> CLU <input type="checkbox"/> FLMI		

**INTERNET E-MAIL ADDRESS:** \_\_\_\_\_  
(Please provide e-mail address as Licensing & Compensation communicates electronically with agents whenever possible. Email messages sent in clear text over the public Internet *can* be observed by an unintended third party. If you wish to keep your information private, please **do not send sensitive personal information or requests for sensitive personal information via e-mail** for any reason. If you have inquiries regarding your personal information, you may contact us via telephone, fax or letter.)

**BUSINESS ADDRESS** (If business mailing address is a P.O. Box, please also provide a street address in the SHIPPING ADDRESS section below)

STREET:						STE #:					
CITY:				STATE:				ZIP:			

**SHIPPING ADDRESS** (if different than Business Address)

STREET:						STE#:					
CITY:				STATE:				ZIP:			

**HOME ADDRESS (Mandatory for background investigative report requirements. If address is same as business address above, please write "Same.")**

STREET:						APT #:					
CITY:				STATE:				ZIP:			

**FIXED BUSINESS ONLY**

If contracts governing fixed business are to be issued and commissions disbursed under a corporation, partnership, or agency please complete the following:				<input type="checkbox"/> Corporation				<input type="checkbox"/> Partnership				<input type="checkbox"/> Other			
				<input type="checkbox"/> LLC				<input type="checkbox"/> Agency/DBA							
Name															
Tax ID #						Is Corporation/Partnership/Agency insurance licensed?									
						<input type="checkbox"/> YES <input type="checkbox"/> NO If yes, where?									

**LICENSE INFORMATION**

NON-RESIDENT APPOINTMENTS DESIRED:											

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Western Reserve Life Assurance  
Co. of Ohio  
Administration Office:  
P.O. Box 5068  
Clearwater, Florida 33758  
Home Office: Columbus, OH  
Distributor: Transamerica Capital, Inc.  
www.westernreserve.com

From: \_\_\_\_\_ # \_\_\_\_\_  
Name of Wholesaler/MGA Wholesaler/MGA Agent Number

TO: WRL Licensing & Compensation, Operations Unit

RE: Request to contract agent/agency for fixed products

Please establish \_\_\_\_\_ on \_\_\_\_\_  
Print name of agent/agency (recruit) Contract Type

It is understood that a Producer Agreement and compensation schedule will be forwarded directly to the agent for endorsement.

\_\_\_\_\_  
Wholesaler/MGA Signature

\_\_\_\_\_  
Date

**INFORMATION**

Execute every line. If not applicable, so indicate.

In consideration of the Insurance Company initiating and/or maintaining one or more Agreements (e.g. Producer, Selling) with the Entity named below, I/We the undersigned, Authorized Persons, certify as follows:

\_\_\_\_\_  
The full title or name of the Entity

Type of Entity:  Corporation  Partnership  Limited Liability Company

If Partnership:  General  Limited  Qualified Retirement Plan  Charitable Organization

\_\_\_\_\_  
The date Entity was established

\_\_\_\_\_  
State where Entity was established

\_\_\_\_\_  
Date of last Amendment to Entity's Governing Documents

\_\_\_\_\_  
The Tax Identification Number for the Entity

The Authorized persons may act:  Singly  Jointly

**AUTHORIZED PERSONS**

There are no Authorized Person(s) for the Entity other than the undersigned.

I/We agree to inform the Insurance Company in writing, of any amendment to the Entity's Governing Documents, any change in the composition of the Authorized Person(s), or any other event which could materially alter the Certifications made.

The Insurance Company reserves the right to request a copy of the Entity's Governing Documents (e.g. articles of incorporation, bylaws, partnership agreements, operating agreements) and other documents in addition to this executed form when deemed necessary.

The Insurance Company is authorized to accept instruction from those individuals listed below, on behalf of the aforementioned Entity.

I/We hereby certify under penalty of perjury that the undersigned are all the Authorized Person(s). (All Authorized Person(s) must sign. Attach extra page if necessary.)

Should only one person execute this agreement, it shall constitute a representation that the signatory is the sole person authorized to act for the Entity.

\_\_\_\_\_  
Authorized Person

\_\_\_\_\_  
Authorized Person

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Authorized Person Signature

\_\_\_\_\_  
Authorized Person Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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Co. of Ohio  
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**PRODUCER AGREEMENT  
(Fixed Products)**

This is a Producer Agreement ("Agreement"), effective on the Date of Contract set forth below, between **Western Reserve Life Assurance Co. of Ohio** (referred to as "we", "us" or "the Company") and the **Producer** named below (referred to as "you"). The terms of this Agreement are as follows:

**1. APPOINTMENT**

We appoint you to sell our Company's fixed life insurance products ("policy" or "policies") pursuant to the terms of this Agreement. You will comply with all applicable laws and regulations of the states in which you are licensed, including but not limited to, obtaining and maintaining any necessary licenses for the solicitation of insurance and to diligently devote yourself to the business of this appointment.

**1.1 TERRITORY; NON-EXCLUSIVITY**

Unless otherwise specified by us, you are authorized to solicit applications for our policies in any jurisdiction in which we are licensed to transact insurance and in which you are licensed and authorized to represent us in accordance with applicable state laws and regulations. We reserve the right to limit your territory at any time.

You are not obligated to represent us exclusively, and this Agreement does not give you exclusive rights in any area.

**1.2 INDEPENDENT CONTRACTOR**

You are an independent contractor. Nothing contained in this Agreement is to be construed to create the relation of employer and employee between the Company and you. You may exercise your own judgment as to the time and manner in which you may perform the services required to be performed by you under this Agreement. We may, from time to time, prescribe rules and regulations concerning the conduct of the business covered by this Agreement which do not interfere with such freedom of action.

**2. SOLICITATION OF APPLICATIONS**

We will inform you from time to time which policies you are authorized to sell. Solicitation of applications for insurance authorized under this Agreement will be performed by you or by assigned producers in accordance with the terms of their agreements with us.

An assigned producer is a person who has been designated by us to solicit applications for insurance under your direction.

**2.1 PRODUCERS**

You may recommend that we enter into sales agreements with other producers for sale of our policies, but we are not obligated to do so. We will not enter into such an agreement unless you and we agree regarding whether the recommended person will be designated as an assigned producer. You have no authority to modify or amend any such agreement.

At our option, we may refuse to contract with or appoint any proposed producer and may terminate any agreement with or appointment of a producer. Except as otherwise agreed, payment of all commissions and other compensation earned by assigned producers will be made directly by the Company.

From time to time, we may prescribe rules regarding the transfer of assigned producers.

## **2.2 LICENSING**

Neither you nor any assigned producer may engage in any activities under this Agreement unless and until you or they are properly licensed and appointed to perform such services in the particular state or jurisdiction involved in accordance with all applicable laws and regulations, including, but not limited to, any certification or continuing education requirements.

You agree to undertake and pay for all actions necessary to acquire and maintain any necessary licenses for yourself. We will take the necessary actions, including the payment of applicable fees, to appoint you to represent us in the state in which you reside. We will appoint you to represent us in additional states at your expense.

## **2.3 NON-REPLACEMENT COVENANTS**

While this Agreement is in effect and for a period of five (5) years after termination of this Agreement, you agree that you will not encourage, aid or abet any other insurer or broker-dealer, or their customers, clients, employees, agents or registered representatives, to engage in a pattern or practice of replacing or attempting to replace any WRL Variable or Fixed Policies with fixed or variable policies of other life insurance companies.

## **3. RESPONSIBILITIES OF THE PRODUCER**

You are responsible for the actions and performance of your employees in connection with this Agreement. The Company may, from time to time, notify you of laws, governmental regulations and Company rules and regulations which may be applicable to your activities or the activities of producers who act through you. You agree to promptly communicate this information to your employees and producers, as appropriate. You agree to review policy applications submitted through you, and you agree to notify the Company if you become aware of actions by employees or producers which violate laws, governmental regulations or Company rules and regulations. You agree to notify the Company if you learn of the conviction of any of your employees or producers of any felony or other serious crimes. The Company agrees that it will not hold you liable for any matter of which you were not aware and of which you could not reasonably have been expected to have been aware in the normal course of your business activities.

### **3.1 COMPANY REGULATIONS**

To the extent they do not conflict with the terms of this Agreement, you will conform to the rules and regulations of the Company now or hereafter in force. Such rules and regulations will constitute a part of this Agreement. This provision shall not be construed to alter the relationship of the parties as provided in Section 1.2 above.

### **3.2 LIMITATION OF AUTHORITY**

You will not alter, modify, waive or change any of the terms, rates or conditions of any advertisements, receipts, or policies of the Company in any respect. You will not use any advertising or sales material relating directly or indirectly to the Company or the Company's products unless it is provided by the Company or approved by the Company in writing prior to use. You have no authority to obligate us in any manner whatsoever nor to receive monies due to us, except as otherwise provided in this Agreement or as may be authorized in writing by us.

### **3.3 COMPANY RECORDS**

All documents, records, software and other data and information, in whatever form they may be, which pertain to the Company's policyholders or any other business of the Company, are and will remain the property of the Company. Any such property in your possession shall be at any time and all times open to inspection by the Company or its authorized representative, and upon termination of this Agreement you will promptly turn all such property over to the Company or its authorized representatives.

You acknowledge that all documents, records, software and other data, information and supplies referred to in this Section 3.3 are confidential and proprietary to the Company, and you agree to preserve the confidentiality and privacy of the Company in all of the same; and you further agree that you will not, without the Company's prior written consent, release or disclose any of the same or their contents to any person, or otherwise use any of the same or their contents in any manner, except in furtherance of the business of this Agreement or as required by legal process.

Nothing contained in this section (3.3) is intended to restrict your right to retain possession of your records and other materials relating solely to your producers and solicitors.

### **3.4 COLLECTION AND REMITTANCE OF COMPANY MONEY**

Where authorized by us, you may accept premiums in accordance with our rules and regulations in force at the time of payment. We have the right at any time to revoke such authority in whole or in part and to limit it in any way. ALL MONIES OR SECURITIES RECEIVED BY YOU AS FULL OR PARTIAL PAYMENT OF PREMIUMS OR FOR ANY OTHER ITEM WITHOUT EXCEPTION, SHALL BE HELD BY YOU IN TRUST SEPARATE FROM YOUR OWN OR OTHER FUNDS AND WILL BE IMMEDIATELY DELIVERED AND PAID TO THE COMPANY. Such remittances must be applied to the relevant item. You are not authorized to deposit any such monies or checks in your own account or any trust account, nor to accept any check made payable to you for any premium or other item.

You will promptly remit to the Company any and all monies received on behalf of the Company as payments on policies, and you have no right or authority to receive or collect monies for and on behalf of the Company at any time or for any purpose except the initial premium necessary to put the policy in force.

### **3.5 ADVERTISING**

You agree that you will not place into use, or distribute to any person, any advertising, sales material or other document (including, without limitation, illustrations, telephone scripts and training materials) referring directly or indirectly to the Company or to any Company policy, or cause, authorize or permit any producer or other person to do so, without our prior written consent. You agree that you will not use the name of the Company on any business card, letterhead or marquee or in any directory listing, or in any other manner, or cause, authorize or permit any producer or other person to do so, without our prior written consent. You agree that you will not use any of the Company's names, logos or trademarks without our prior written consent.

### **3.6 INDEMNIFICATION**

You agree to indemnify us and hold us harmless from any liability, loss, cost, claim or damage, including legal and other expenses and attorneys' fees reasonably incurred, caused by your breach of any provision of this Agreement or by your negligence or misconduct or the negligence or misconduct of any of your employees, officers, or other persons who act on your behalf.

### **3.7 ERRORS AND OMISSIONS**

You are encouraged to maintain errors and omissions insurance covering your activities under this Agreement. If we



**Electronic Imaging and Transmission of Documents and Information** - You agree to comply with the Company's rules for electronic imaging and transmission of documents.

**Suitability** - You agree to comply with all applicable laws, regulations and company policies pertaining to requirements that products be suitable for the purchaser.

#### **4. COMPANY RIGHT OF ACTION**

We are not obligated to accept any business produced by you or by an assigned producer. We may reject applications for insurance without specifying the reason therefor, as well as settlements tendered or made thereunder, or cancel any policy for any reason and return the premium thereon or any part thereof.

We in our sole discretion may at any time and from time to time do the following:

- (i) modify or amend any policy form;
- (ii) fix or change maximum and minimum limits on the amount for which any policy form may be issued;
- (iii) modify or alter the conditions or terms under which any policy form may be sold or regulate its sale in any way;
- (iv) discontinue or withdraw any policy form from any geographic area or market segment, without prejudice to continuation of such form in any other area or market segment; or
- (v) cease doing business in any area.

#### **5. COMPENSATION**

For each policy sold by you, we will pay you commissions as set forth in the applicable Commission Rate Schedule. You may also be eligible for compensation under other programs established by us from time to time. Payment of commissions and any other compensation will be subject to the terms and conditions of this Agreement and to our rules and regulations in effect from time to time. Such rules and regulations may be changed by us at any time without notice and without your consent.

The commissions and any other compensation payable by us to you will be payment in full for all services performed by you. Except as we may otherwise agree, you are not entitled to reimbursement for any expenses incurred by you.

##### **5.1 PAYMENT OF COMMISSIONS AND OTHER COMPENSATION**

**General** - The "applicable Commission Rate Schedule" means the Commission Rate Schedule published by us from time to time for the type of policy involved. Commission Rate Schedules are subject to change without notice. Copies may be obtained at any time.

**Repayment of Commissions** - If any commission or other compensation to which you are not entitled under the terms of this Agreement is paid to or retained by you, you will pay the same to the Company upon demand. If we refund premium or return policy values or waive surrender charges on any policies for any reason, then no commissions will be payable with respect to said premiums and any commissions previously paid must be returned to us. In case of any provision requiring a refund of commissions or other compensation, we may, at our election, debit your account for the amount of the refund without demand or notice, or may demand the refund, or both, but debiting your account in such manner will not relieve you of your obligation to make the refund.

**Policyholder Service** - If you are unwilling or unable to provide an acceptable level of service to any policyholder, you will not be entitled to continued commissions with respect to such policyholder.

**Changes in Compensation** - We reserve the right to change the rate of commissions and/or any other compensation payable under this Agreement. Any such change will apply only to policies issued or other triggering events occurring after the effective date of the change.

**When Due** - Commissions will be paid in accordance with our normal commission processing schedule. Commissions will be payable only on premiums paid in cash to and accepted by us on policies which were produced by you. No premium will be considered paid in cash to the Company until it has been actually collected and transmitted to us and recorded on our records. Commissions and other compensation will accrue only as such premiums otherwise would become due. Premiums may include fees or charges that are not commissionable.

**Commissions Paid in Advance** - If we pay you a commission or other compensation on a premium which is or becomes due but which has not yet actually been paid to the Company, and if such premium is not paid in cash to the Company, you will refund any commission or other compensation which you have received on such premium.

**Split Commissions** – If an application is procured by you and other agents of the Company, the commission will be divided among you and the other agents as indicated in the new business application unless the Company receives written instructions to the contrary signed by you and each other agent.

**Conditions** - Commissions and any other compensation under this Agreement will be payable to you only if and so long as you are in existence and are continuously and properly licensed and appointed in accordance with applicable state laws and regulations to transact insurance business for us and we may legally pay such commissions and other compensation.

**Accounting Year** - We reserve the right at any time and from time to time, without notice to you, to change the period comprising our accounting year or subdivisions thereof.

**Securities Products** - We will not pay commissions to you for selling our securities products that are listed in an agreement that is in effect between the Company, its principal underwriter, and a broker-dealer of which you are a registered representative, except that we may elect to do so if we are an affiliate of your broker-dealer. In the event that your broker-dealer requires fixed product commissions to be paid directly to the broker-dealer, commissions due under this Agreement will be paid to the broker-dealer. In either case, payment by us to your broker-dealer will fully discharge us of our obligations with respect thereto.

**Your Account** - We will send you periodic statements of your account. If the net amount due to you at any time is less than the amount specified by us from time to time, commissions will not be paid until this amount is reached.

**Replacement** – It is further understood that no commissions are payable on a policy which replaces, exchanges, or terminates another policy of the Company unless such replacement is accomplished in accordance with the Company rules in force at that time. The understandings in this paragraph will not apply to the sale of any products for which you have entered into a separate agreement with the Company.

## 5.2 **NO VESTING**

Upon termination of this Agreement, with or without cause, payment of commissions shall cease immediately.

## 6. **LIEN AND OFFSETS**

You grant us a first lien on all commissions and any other compensation payable by us to you under this Agreement or under any other existing or future agreement with us, as security for the payment of any existing or future debit balance or other indebtedness of yours to us. We may at any time and from time to time, with or without notice or judicial action, exercise our lien by offsetting such indebtedness against any commissions and other compensation otherwise due to you under this Agreement or under any agreement between you and us or one of our affiliates. These liens shall not be extinguished by the termination of this Agreement or any other agreement.

All debit balances and other indebtedness of yours to us will be debited to your account, but debiting your account will not relieve you of your obligation to repay the indebtedness. You may not offset against any such indebtedness any compensation accrued or to accrue under this Agreement or under any other agreement with us.

You will be liable to us for payment of any debit balance of an assigned producer, whether or not incurred by reason of a wrongful act of the assigned producer, including indebtedness incurred in connection with the conduct of business under this Agreement. All debit balances or other indebtedness owed to the Company by an assigned producer will be debited to the assigned producer's account.

In the event we recover from you any debit balance or other indebtedness of an assigned producer, we will assign to you our rights against the assigned producer with respect to such debit balance or other indebtedness to enable you to pursue recovery from the assigned producer.

While an assigned producer has a debit balance for which you are responsible, we will not pay any commissions or other compensation on business produced by the assigned producer while operating under your supervision which may accrue to the assigned producer's account without your consent. At any time in our sole discretion, we may debit your account with the debit balance of the account of any assigned producer, and such action may be taken whether or not we have endeavored to secure payment of the debit balance from the assigned producer. If we elect to debit your account with the debit balance of an assigned producer's account, then any credit thereafter accruing to such assigned producer's account will in like manner be reflected as a credit to your account.

We will be under no obligation to pay any commissions or other compensation to you, your heirs, executors, administrators or assigns, under this Agreement or under any other existing or future agreement with us now or hereafter existing as long as your account has a debit balance. Any debit balance of your account shall be payable to us upon demand and shall bear interest, payable monthly, at the rate declared by us from time to time. Any future change in

interest rate may, at our option, be applied to the then remaining balance of any debit balance theretofore created as well as to debit balances thereafter created.

## **7. DISPUTES AND LITIGATION**

Both parties agree to cooperate fully with each other in the resolution of all matters arising out of the business of this Agreement. Any disputes between you and us will be settled through binding arbitration.

### **7.1 COMPLAINTS AND CLAIMS**

You agree to notify us promptly of any complaint, claim or dispute involving an applicant, policy, policyholder or producer.

You will not litigate any dispute with an applicant or policyholder, on any matter relating to the business of this Agreement, without our prior written consent.

We may settle any claim against us or you arising out of the business of this Agreement. If you disagree with our settlement, you may seek arbitration pursuant to Section 7.2.

### **7.2 DISPUTE RESOLUTION**

The parties agree that this Agreement involves "commerce" within the meaning of the Federal Arbitration Act, and that any dispute between the parties arising out of or related to this Agreement will be resolved by binding arbitration in accordance with this Section and the rules for arbitration of commercial disputes of the American Arbitration Association. The arbitration will take place in St. Petersburg, Florida, unless we and you mutually agree to another location. The arbitration will be determined by one neutral arbitrator as agreed upon by the Company and you. If the parties fail to appoint an arbitrator on a timely basis or are unable to agree on the choice of an arbitrator on a timely basis, the arbitrator will be appointed by the office of the American Arbitration Association in the city where the arbitration takes place, or by another mutually agreeable arbitration service. The arbitrator's decision will be binding on the parties and the decision will be final with no right of appeal. The award of the arbitrator may be entered as a final judgment in any court which has jurisdiction thereof. The cost of arbitration, including the fees of the arbitrator, will be borne by the party or parties as the arbitrator decides.

EACH PARTY HERETO HEREBY WAIVES THE RIGHT TO A TRIAL BY EITHER A JURY OR A COURT, INCLUDING BUT NOT LIMITED TO A TRIAL OF ANY ISSUE CONCERNING THE VALIDITY OF THIS SECTION 7.2 OR ANY PORTION THEREOF, AND THE RIGHT OF APPEAL FROM THE ARBITRATOR'S AWARD. EACH PARTY HERETO WAIVES ANY CLAIM TO RECOVER PUNITIVE DAMAGES AND NON-COMPENSATORY DAMAGES AGAINST THE OTHER PARTY.

## **8. TERMINATION AND SUSPENSION**

We or you may terminate this Agreement at any time, with or without cause, immediately upon notice as provided in this Agreement. Your death, bankruptcy or dissolution will automatically terminate this Agreement.

Upon notice to you, we may suspend your authority to act under this Agreement.

From time to time, we may establish minimum production requirements applicable to this Agreement.

## **9. NOTICES AND COMMUNICATIONS**

All notices and other binding communications under this Agreement shall be deemed to be validly given if sent by mail, by fax, or by email to the other party at the address or numbers of either party as set forth in this Agreement or as subsequently changed in accordance with this Agreement, except as required by law.

## **10. MISCELLANEOUS PROVISIONS**

Certain provisions of this Agreement are emphasized for the convenience of the reader. Nevertheless, all provisions apply equally. The headings and titles of paragraphs contained in this Agreement are for convenience only and have no effect upon the construction or interpretation of any part of this Agreement.

### **10.1 ENTIRE AGREEMENT**

This Agreement contains the entire agreement of the parties relating to the sale of the policies. This Agreement, as of its effective date, revokes and supersedes any previous agreement or arrangement between the parties relating to the sale of the policies.

## **10.2 AMENDMENTS**

We will not be bound by any promise, agreement, understanding or representation heretofore or hereafter made unless the same is made by an instrument in writing, signed by one of our officers, which expresses by its terms an intention to modify this Agreement.

## **10.3 FORBEARANCE**

Forbearance or neglect on the part of the Company to insist upon compliance with the terms of this Agreement or the rules and regulations of the Company shall not be construed as or constitute a waiver thereof.

## **10.4 AGREEMENT NON-ASSIGNABLE**

You may not assign this Agreement or any of the rights, authorities and benefits provided hereunder without our prior written consent.

## **10.5 SEVERABILITY**

This is a severable agreement. If any provision of this Agreement would require or permit a party to take action prohibited by applicable federal or state law or prohibit a party from taking action required by applicable federal or state law, then it is the intention of the parties hereto that such provision shall be enforced to the extent permitted under the law, and, in any event, that all other provisions of this Agreement shall remain valid and duly enforceable as if the provision at issue had never been a part of this Agreement.

## **10.6 INDEPENDENT AGREEMENT**

The compensation provided by this Agreement is separate from any compensation or consideration provided under any other agreement you may have with us or with one of our affiliates. Except as set forth in our applicable rules and regulations, your activities under this Agreement will not be taken into account for purposes of any compensation or benefits under any such agreement.

## **10.7 APPLICABLE LAW**

This Agreement shall be construed in accordance with the laws of the State of Florida, without giving effect to principles of conflict of laws.

## **10.8 SURVIVAL**

The following provisions (including all subparts thereof) will survive the termination of this Agreement: Sections 2.3, 3, 3.8, 5, 6, 7, 10.4, 10.5, 10.6, 10.7.

## **10.9 EXECUTION**

This Agreement will be of no force or effect unless countersigned on behalf of the Company by an authorized representative of the Company in the space provided below. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which constitute one and the same instrument.

## **11. CORPORATIONS; PARTNERSHIPS**

The additional provisions set forth below will apply if you are a corporation, partnership, or any entity other than an individual.

### **11.1 OFFICIAL ACTIONS**

You may designate one or more individuals to deal with us on your behalf. Such designation must be made by your board of directors if you are a corporation or by any general partner if you are a partnership. In the absence of a designation, we may (but are not obligated to) deal with your president or any vice president (if you are a corporation) or any general partner (if you are a partnership).

### **11.2 CHANGES**

You agree to inform us of any changes in your legal structure, and of any changes in your officers or partners. You also agree to inform us of any transfer of your stock or partnership interests.

### **11.3 STATUS**

We may, from time to time, require you to provide us with evidence of your continued existence and good standing.

By signing below, you certify that: you are not in violation of the Violent Crime Control and Law Enforcement Act of 1994 (the "1994 Crime Act") if the Company enters into this Agreement with you and that you will immediately advise the Company of any situation that would cause you to be in violation of the 1994 Crime Act. You have read and understand the Company's Code of Professional Conduct and agree to abide by its terms. You agree to foster high standards of ethical behavior and to adhere to the Company's policies and procedures concerning the sale of our insurance products. You acknowledge that you have read and understand this Agreement, and agree to be bound by its terms.

**COMPLETE SECTION 1 OR 2 OF THE FOLLOWING:**

**1. INDIVIDUAL PRODUCER**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
E-mail address

\_\_\_\_\_  
Address-Street

\_\_\_\_\_  
City, State, Zip

**Note:** If completing section 2, the Guaranty portion must be completed in order to process the agreement.

**2a. NON-INDIVIDUAL PRODUCER**  
(Corporation, Agency, etc.)

\_\_\_\_\_  
Name of Entity

\_\_\_\_\_  
Printed Name of Authorized Officer

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Title

\_\_\_\_\_  
E-mail address

\_\_\_\_\_  
Address – Street

\_\_\_\_\_  
City, State, Zip

**2b. GUARANTY**

The undersigned hereby unconditionally guarantees the full and timely payment of any and all indebtedness of the Non-Individual Producer to the Company.

\_\_\_\_\_  
Printed Name of Authorized Officer

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date of Contract

**WESTERN RESERVE LIFE  
ASSURANCE CO. OF OHIO**  
570 Carillon Parkway  
St. Petersburg, FL 33716-1202

\_\_\_\_\_  
Signature

Diane E. Rogers  
Vice President

\_\_\_\_\_  
Date of Contract

## AUTHORIZATION AGREEMENT FOR DIRECT DEPOSITS (ACH CREDITS)

**PLEASE FOLLOW THESE STEPS:**

- Complete the authorization form below in its entirety
- Attach a **voided check** (other than a starter check) from your individual or business checking account
- Return **BOTH** the authorization form and your voided check to:

Western Reserve Life	OR	FAX to 727-299-1765
Attn: WRL Compensation MB 335W		Attn: WRL Compensation
PO Box 5068		
Clearwater, FL 33758-5068		

- Keep a copy of this form for your records
- If faxed, please send the completed form and voided check on separate pages

Company Name: Western Reserve Life Assurance Co. of Ohio	
I hereby authorize Western Reserve Life ("WRL") to initiate credit entries to my CHECKING account indicated below at the financial institution ("DEPOSITORY") named below. This authorization will remain in full force and effect until WRL receives written notification of its termination in such time and in such manner as to afford WRL and DEPOSITORY a reasonable opportunity to act on it. All below fields should be completed and N/A should be used for fields that do not apply.	
DEPOSITORY NAME:	BRANCH:
CITY:	STATE & ZIP:
ROUTING NO.:	ACCOUNT NO.:
<b>PLEASE NOTE: For taxing purposes the individual name (and SSN provided) or business entity name (and TIN provided) on this form must agree with the individual or business entity name on the contract held with WRL.</b> Commissions will be paid, on behalf of the contracted individual or business entity, to the bank account information provided above and on the voided check.	
<b><u>(As contracted with WRL):</u></b> BUSINESS ENTITY OR INDIVIDUAL NAME:	TIN OR SSN:
ADDRESS:	AGENT/BROKER #:
CITY:	STATE & ZIP:
PHONE:	FAX:
EMAIL:	
DATE:	SIGNATURE:

FINANCIAL INFORMATION	(FAILURE TO ANSWER QUESTIONS OR DISCLOSE INFORMATION MAY RESULT IN A DELAY IN PROCESSING YOUR APPOINTMENT.)	
A. Have you personally or a firm that you exercised management control over, or owned 10% or more of the securities of, failed in business, made a compromise with creditors, filed a bankruptcy petition or been declared bankrupt? <b>(Attach copy of original filing and/or discharge.)</b> .....	YES <input type="checkbox"/>	NO <input type="checkbox"/>
B. Have you been convicted of, or pleaded guilty or nolo contendere ("no contest") to a felony or misdemeanor involving: insurance, investments or a related business, fraud, false statements or omissions, wrongful taking of property, or bribery, forgery, counterfeiting or extortion, or breach of trust? <b>(Attach complete details for "yes" answers.)</b> .....	<input type="checkbox"/>	<input type="checkbox"/>
C. Have you been convicted of, or pleaded guilty or nolo contendere ("no contest") to any other felony or misdemeanor? <b>(Attach complete details for "yes" answers.)</b> .....	<input type="checkbox"/>	<input type="checkbox"/>
D. Has any State Insurance Department, any other State or Federal Regulatory Agency, or the SEC, FINRA or any other Self Regulatory Agency ever entered an order against you relative to a violation of insurance or investment-related regulations or statutes? <b>(Attach complete details for "yes" answers.)</b> .....	<input type="checkbox"/>	<input type="checkbox"/>
E. Has any State Insurance Department or other State or Federal Regulatory Agency ever denied, suspended or revoked your license or registration? <b>(Attach complete details for "yes" answers.)</b> .....	<input type="checkbox"/>	<input type="checkbox"/>
F. Do you have any outstanding or unsatisfied collections, judgments and/or liens, including tax liens, totaling \$50,000 or more? <b>(Attach complete details for "yes" answers, e.g. a copy of IRS repayment schedule, etc.)</b> .....	<input type="checkbox"/>	<input type="checkbox"/>
G. Do you currently have an outstanding debit balance with any other insurance carrier(s)? <b>(Attach complete details for "Yes" answers, including original debit balance amount, and verification from carrier stating current outstanding amount, along with a copy of repayment plan.)</b> .....	<input type="checkbox"/>	<input type="checkbox"/>
H. Has a bonding company denied, paid out on or revoked a bond for you? <b>(Attach complete details for "yes" answers.)</b> .....	<input type="checkbox"/>	<input type="checkbox"/>

### PRODUCER'S CONDITIONAL AGREEMENT

Western Reserve Life Assurance Co. of Ohio ("Company")  
 Producer ("Insurance Agent", "I", "Me", "My", "You")

If the Company consents to my appointment as an insurance agent, I will comply with the following conditions:

1. Unless I hold a personal contract with the Company which governs fixed insurance products, the Company has no obligation to pay me for commissions or any form of compensation whatsoever in connection with the services performed and expenses incurred by me in the solicitation of applications for insurance products issued by the Company, it being expressly understood that I will be compensated pursuant to a separate agreement between me and my current Broker-Dealer or Agency and I will have no right, remedy or recourse against the Company for any compensation. Unless otherwise notified by the Company in writing, this Agreement will remain in effect upon my transfer to another Broker-Dealer or Agency having a Selling Agreement in effect with the Company, provided my appointment with the Company has not been terminated. It is further understood that no commissions are payable on a policy which replaces, exchanges, or terminates another policy of the Company unless such replacement is accomplished in accordance with the Company rules in force at that time. The understandings in this paragraph will not apply to the sale of any products for which I have entered into a separate agreement with the Company.
2. I will comply with all applicable laws and regulations of the states in which I am licensed including, but not limited to, obtaining and maintaining any necessary licenses for the solicitation of insurance.
3. I will not alter, modify, waive or change any of the terms, rates or conditions of any advertisements, receipts or policies of the Company in any respect. I will not use any advertising or sales material relating directly or indirectly to the Company or the Company's products unless it is provided by the Company or approved by the Company in writing prior to use.
4. I will deliver any policy sent to me within thirty (30) days from the postmark date such policies are mailed by the Company.
5. I will promptly remit to the Company any and all monies received by me on behalf of the Company as payments on policies, and I have no right or authority to receive or collect monies for and on behalf of the Company at any time or for any purpose except the initial premium necessary to put the policy in force.
6. The Company may, with or without cause and without liability to me whatsoever, cancel my appointment at any time, and upon termination of this Agreement I will immediately deliver to the Company all records, sales and advertising material, stationery, business cards, computer software and other supplies connected with the Company's business.
7. I will comply with the ethical concepts as set forth in the Company's Code of Professional Conduct for producers and employees. The topics below and other principles and standards to use in your daily conduct can be found in the Practical Guide to Professional Conduct located on the Company's website. These policies, procedures and guidelines can be changed from time to time:
  - I will comply with all applicable laws and regulations to protect the privacy of nonpublic information that I have about an applicant, owner, insured, beneficiary or other person who seeks to obtain, obtains or has obtained a product or service from the Company. If I receive any such nonpublic information from the Company, I will maintain the confidentiality of such information and understand that I am prohibited from using such information other than to carry out the purpose for which such information was disclosed to me. I agree to take reasonable measures to secure and safeguard such nonpublic information in my possession (including appropriate destruction and disposal methods).
  - I will comply with the Company's rules for imaging and transmission of documents.
  - I will comply with the Company's anti-money laundering policies and reporting requirements and understand that failure to comply may result in termination of my appointment.
  - I will comply with all applicable laws, regulations and company policies pertaining to requirements that products be suitable for the purchaser.

- I hereby request that the Company apply for my license and/or appointment to represent the Company as an insurance agent in my resident state and the non-resident state(s) indicated.
- I further certify that the information contained in this application is true and complete to the best of my knowledge and belief.
- I have received the "Investigative Consumer Report Disclosure" and "A Summary of Your Rights Under the Fair Credit Reporting Act".
- **If I have been notified by the IRS that I have previously given an incorrect taxpayer identification number, my signature below constitutes my certification under penalties of perjury to the following: (1) the taxpayer identification number on this form is my correct taxpayer identification number; and (2) I am not subject to backup withholding; and (3) I am a U.S. person (including a U.S. resident alien).**

**I acknowledge that the IRS does not require my consent to any provision of this form other than the certification required to avoid backup withholding.**

**AUTHORIZATION FOR RELEASE OF INFORMATION**

To Whom it May Concern:

I hereby authorize any employer, insurance company, managing agent, educational institution, financial institution, consumer reporting agency, criminal justice agency, insurance department or individual having any information relating to my activities to release such information to the Company, or any affiliated company, or any consumer reporting agency acting for and on behalf of the Company or for and on behalf of any other affiliated company. This information may include, but is not limited to, employment and job performance history, academic records, credit records, disciplinary, arrest and conviction records, and personal history, including information as to character, general reputation and mode of living.

I agree that a photographic, electronic, or computer imaged copy of the authorization shall be valid as the original and is valid and acceptable for the duration of my appointment with the Company.

<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> (Signature – Full Name)	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> (Date)
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> (Print Name)	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> (Social Security Number)





**WESTERN RESERVE LIFE ASSURANCE CO. OF OHIO**  
**Administrative offices: P.O. Box 5068, Clearwater, FL 33758-5068**

**INVESTIGATIVE CONSUMER REPORT DISCLOSURE**

Federal law requires you be advised that in connection with your application for appointment with Western Reserve Life Assurance Co. of Ohio ("WRL") for the purpose of selling its products, a consumer report and/or investigative consumer report may be prepared, whereby information is obtained through credit reporting agencies, previous employers, and regulatory, state and local law enforcement databases and others. Such information is used along with other criteria to help evaluate suitability for representing WRL's products.

You have a right to request disclosure of the nature and scope of the investigation upon written request to our Administrative Office made within a reasonable time after the receipt of this notice. A Summary of Your Rights under the Fair Credit Reporting Act is attached hereto.

*Para informacion en espanol, visite [www.ftc.gov/credit](http://www.ftc.gov/credit) o escribe a la FTC Consumer Response Center, Room 130-A 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.*

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

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to [www.ftc.gov/credit](http://www.ftc.gov/credit) or write to: Consumer Response Center, Room 130-A, Federal Trade Commission, 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
  - a person has taken adverse action against you because of information in your credit report;
  - you are the victim of identify theft and place a fraud alert in your file;
  - your file contains inaccurate information as a result of fraud;
  - you are on public assistance;
  - you are unemployed but expect to apply for employment within 60 days.In addition, by September 2005 all consumers will be entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See [www.ftc.gov/credit](http://www.ftc.gov/credit) for additional information.
- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See [www.ftc.gov/credit](http://www.ftc.gov/credit) for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.

- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need -- usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to [www.ftc.gov/credit](http://www.ftc.gov/credit).
- **You may limit "prescreened" offers of credit and insurance you get based on information in your credit report.** Unsolicited "prescreened" offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).
- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit [www.ftc.gov/credit](http://www.ftc.gov/credit).

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

<b>TYPE OF BUSINESS:</b>	<b>CONTACT:</b>
Consumer reporting agencies, creditors and others not listed below	Federal Trade Commission: Consumer Response Center - FCRA Washington, DC 20580 1-877-382-4357
National banks, federal branches/agencies of foreign banks (word "National" or initials "N.A." appear in or after bank's name)	Office of the Comptroller of the Currency Compliance Management, Mail Stop 6-6 Washington, DC 20219 800-613-6743
Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks)	Federal Reserve Board Division of Consumer & Community Affairs Washington, DC 20551 202-452-3693
Savings associations and federally chartered savings banks (word "Federal" or initials "F.S.B." appear in federal institution's name)	Office of Thrift Supervision Consumer Complaints Washington, DC 20552 800-842-6929
Federal credit unions (words "Federal Credit Union" appear in institution's name)	National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 703-519-4600
State-chartered banks that are not members of the Federal Reserve System	Federal Deposit Insurance Corporation Consumer Response Center, 2345 Grand Avenue, Suite 100 Kansas City, Missouri 64108-2638 1-877-275-3342
Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission	Department of Transportation, Office of Financial Management Washington, DC 20590 202-366-1306
Activities subject to the Packers and Stockyards Act, 1921	Department of Agriculture Office of Deputy Administrator - GIPSA Washington, DC 20250 202-720-7051

## **WESTERN RESERVE LIFE LICENSING GUIDELINES**

**It is the policy of Western Reserve Life to not license or appoint persons who are unqualified by reason of statutory disqualification or regulatory sanction. The following are also not eligible for licensing with WRL. Persons who:**

- **Were subject to a suspension for serious wrongdoing by any regulatory authority during the past ten (10) years.**
- **Pleaded nolo contendere or were found by any court, arbitration proceeding or regulatory authority to have mishandled customer funds and/or securities or failed to promptly remit customer transactions or money at any time.**
- **Have any felony conviction for theft or conversion of funds or property, or other felony involving breach of trust, or have been involved in fraudulent financial activity.**
- **Have any conviction for a violent crime.**
- **Have a history of private securities transactions (selling away) or illegal sale of unregistered securities.**
- **Were terminated for cause by their prior insurance company and/or broker-dealer, unless there was a subsequent regulatory investigation which did not find rule violations.**
- **Provide false or misleading information of a substantial nature in an application with WRL for employment or registration.**
- **Are under any court order, or probation, or under investigation for any activity which involves violations of securities and/or insurance laws, rules or regulations or subject to an unresolved complaint alleging fraudulent and/or negligent conduct.**
- **Have judgements or liens in excess of \$50,000.**



**AUTHORIZATION AGREEMENT FOR DIRECT DEPOSITS  
(ACH CREDITS)**

**PLEASE FOLLOW THESE STEPS:**

- Complete the authorization form below in its entirety
- Attach a **voided check** (other than a starter check) from your individual or business checking account
- Return **BOTH** the authorization form and your voided check to:
 

Western Reserve Life	OR	FAX to 727-299-1765
Attn: WRL Compensation MB 335W		Attn: WRL Compensation
PO Box 5068		
Clearwater, FL 33758-5068		
- Keep a copy of this form for your records
- If faxed, please send the completed form and voided check on separate pages

Company Name: Western Reserve Life Assurance Co. of Ohio
--

I hereby authorize Western Reserve Life ("WRL") to initiate credit entries to my CHECKING account indicated below at the financial institution ("DEPOSITORY") named below. This authorization will remain in full force and effect until WRL receives written notification of its termination in such time and in such manner as to afford WRL and DEPOSITORY a reasonable opportunity to act on it. All below fields should be completed and N/A should be used for fields that do not apply.

DEPOSITORY NAME:	BRANCH:
CITY:	STATE & ZIP:
ROUTING NO.:	ACCOUNT NO.:

**PLEASE NOTE: For taxing purposes the individual name (and SSN provided) or business entity name (and TIN provided) on this form must agree with the individual or business entity name on the contract held with WRL.** Commissions will be paid, on behalf of the contracted individual or business entity, to the bank account information provided above and on the voided check.

<b><u>(As contracted with WRL):</u></b> BUSINESS ENTITY OR INDIVIDUAL NAME:	TIN OR SSN:
ADDRESS:	AGENT/BROKER #:
CITY:	STATE & ZIP:
PHONE:	FAX:
EMAIL:	
DATE:	SIGNATURE:



Western Reserve Life Assurance Co. of Ohio  
P. O. Box 5068  
Clearwater, FL 33758-5068

**PRODUCER'S CONDITIONAL AGREEMENT**

As an agent representing Western Reserve Life Assurance Co. of Ohio ("Company"), I have agreed to the following:

1. Unless I hold a personal contract with the Company which governs fixed insurance products, the Company has no obligation to pay me commissions or any form of compensation whatsoever in connection with the services performed and expenses incurred by me in the solicitation of applications for insurance products issued by the Company, it being expressly understood that I will be compensated pursuant to a separate agreement between \_\_\_\_\_ and me and I will have no right, remedy, or recourse against the Company for any compensation. Unless otherwise notified by the Company in writing, this Agreement will remain in effect upon my transfer to another Broker-Dealer or Agency having a Selling Agreement in effect with the Company, provided my appointment with the Company has not been terminated. It is further understood that no commissions are payable on a policy which replaces, exchanges, or terminates another policy of the Company unless such replacement is accomplished in accordance with the Company rules in force at that time. The understandings in this paragraph will not apply to the sale of any products for which I have entered into a separate agreement with the Company.
2. I will comply with all applicable laws and regulations of the states in which I am licensed including, but not limited to, obtaining and maintaining any necessary licenses for the solicitation of insurance.
3. I will 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 will not use any advertising or sales material relating directly or indirectly to the Company or the Company's products unless it is provided by the Company or approved by the Company in writing prior to use.
4. I will deliver any policy sent to me within thirty (30) days from the postmark date such policy is mailed by the Company.
5. I will promptly remit to the Company any and all monies received by me on behalf of the Company as payments on life insurance policies, and I have no right or authority to receive or collect monies for and on behalf of the Company at any time or for any purpose except the initial premium necessary to put the insurance policy in force.
6. The Company may, with or without cause and without liability to me whatsoever, cancel my appointment at any time, and upon termination of this Agreement I will immediately deliver to the Company all records, sales and advertising material, stationery, business cards, computer software and other supplies connected with the Company's business.
7. I will comply with the ethical concepts as set forth in the Company's *Code of Professional Conduct for Producers and Employees*. I understand and agree to the following policies.
  - I will comply with all applicable laws and regulations to protect the privacy of nonpublic information that I have about an applicant, owner, insured, beneficiary, or other person who seeks to obtain, obtains or has obtained a product or service from the Company. If I receive such nonpublic information from the Company, I will maintain the confidentiality of such information and understand that I am prohibited from using such information other than to carry out the purpose for which such information was disclosed to me. I agree to take reasonable measures to secure and safeguard such nonpublic information in my possession (including appropriate destruction and disposal methods).
  - I will comply with the Company's rules for electronic imaging and transmission of documents.
  - I will comply with the Company's anti-money laundering policies and reporting requirements and understand that failure to comply may result in termination of my appointment.
  - I will comply with all applicable laws, regulations and company policies pertaining to requirements that products be suitable for the purchaser.

Other principles and standards to use in daily conduct can be found in the Practical Guide to Professional Conduct located on the Company's website. These policies, procedures and guidelines can be changed from time to time.

\_\_\_\_\_  
NAME (Please Print)

\_\_\_\_\_  
AGENT NUMBER

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

## Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	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.

Social security number
or
Employer identification number

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

### 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.

<b>Sign Here</b>	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 <sup>1</sup>	Generally, exempt payees 1 through 7

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> 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](http://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](http://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](http://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.

## 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](mailto: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](mailto:spam@uce.gov) or contact them at [www.consumer.gov/idtheft](http://www.consumer.gov/idtheft) or 1-877-IDTHEFT(438-4338).

Visit the IRS website at [www.irs.gov](http://www.irs.gov) to learn more about identity theft and how to reduce your risk.

## 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 <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
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 <sup>4</sup>
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

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> 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.

<sup>4</sup> 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.

## 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.