# Broker Contract Kit



Life Insurance Company

Lincoln, Nebraska



#### **Assurity**<sup>®</sup> Life Insurance Company

1526 K Street • PO Box 82533 Lincoln, NE 68501-2533 Toll Free 800-276-7619

#### **Agent Contract Checklist**

The procedure for licensing agents differs in each state. All states, however, are uniform in requiring that an agent be properly licensed **before** soliciting insurance sales. Assurity supports this position and requests your complete compliance with the licensing laws of your state(s). Please review the Appointment Guidelines for Business Received for more information.

You <u>must</u> return all of the following items completed in full to the Contracting Dept. at Assurity. Information should be typed or printed legibly. Missing items will delay the contracting and appointment process.

	Appointment Application When appointing an agency, you must include both the tax identification number and social security number on the Appointment Application.  ** The e-mail address and other information provided is confidential and will be used for Assurity business purposes only. E-mail addresses are requested to facilitate communication between you and the company and/or its affiliates. E-mail addresses are not sold or furnished to any other entity except as may be required by law or regulatory authority.
	Authorization Agreement for Automatic Deposits
	Disclosure and Authorization for Consumer Reports
	Non-Resident/Recontracting Appointment Fees Refer to the Non-Resident Appointment Information form for fee information. Fees for all states where you need a non-resident appointment must be included. Agents that have been terminated with Assurity and are applying for reappointment need to pay for their resident and non-resident appointments. Make your check payable to Assurity Life Insurance Company.  Credit Card Authorization
	If you would like to charge your appointment fees to your credit card, complete and sign the Credit Card Authorization form and send in with other forms.
	<b>W-9 Form</b> All potential agents must complete and submit a W-9 form. If we are paying commissions to your agency, the W-9 must be completed with agency information and tax identification number.
	Agent Agreement Sign, date and return the Agent Agreement and Commission Schedule.
	<b>Copies of Licenses</b> Current copies of your resident and non-resident licenses for all states where you or your agency need to be appointed must be attached. If commissions are to be paid to your agency, send a current copy of the agency license along with the copy of your license.
	<b>LIMRA Producer Anti-Money Laundering Training</b> Assurity requires that all agents writing Assurity cash value life insurance policy or an annuity to complete the LIMRA Anti-Money Laundering Training. This training is not required until one of these policy applications is received.
NOTE: In doir	ng business with Assurity, you will need to access our extranet site to obtain your commission

statements and production reports as Assurity does not mail any commissions or production reports.

You will receive more information about this once you have become contracted and appointed with Assurity.



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#### **Appointment Guidelines for Business Received**

#### Agent must be appointed before soliciting business:

Georgia North Carolina Pennsylvania

Appointment must be completed within:

#### 15 days after date policy application was written

Louisiana Montana

#### 30 days after date policy application was written

Kansas Virginia Washington

#### 14 days after date policy application was received

California

Kentucky

#### 15 days after date policy application was received

Alabama	Maine	New Hampshire	Utah
Arkansas	Massachusetts*	New Jersey	Vermont
Connecticut	Michigan	New Mexico	West Virginia
Delaware	Minnesota	Oklahoma	Wisconsin
Hawaii	Mississippi	South Carolina	Wyoming
Idaho	Nebraska	South Dakota	

Tennessee

#### 30 days after date policy application was received

Nevada

Alaska	Illinois	Missouri	Rhode Island
Arizona	Indiana	North Dakota	Texas
Colorado	Iowa	Ohio	
DC	Maryland	Oregon	

### 45 days after date policy application was received

Florida

Highlighted states must be held in a pending status – no commissions can be paid until we receive confirmation.

\* Agent's soliciting Long Term Care Insurance must successfully complete Assurity's product training before soliciting business and becoming contracted and appointed in Massachusetts.

Consistent with our long-standing compliance philosophy, if an application is solicited contrary to any state's appointment requirements, such application cannot be accepted.

In these situations, we send the proposed policy owner a letter, including any refund due, explaining why we are unable to accept the application, and the application is returned to the agent. Certainly, adherence to standard and procedures promotes our mutual, overall goal of promoting public confidence in us and our industry.

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#### RESIDENT APPOINTMENT INFORMATION

The following table shows what is required to process paperwork and appointment for both an agent and an agency together. **If paperwork is for the agent only, the agent must submit all licenses** for appointment(s) in each state they will solicit business. If you have any questions, please contact the Contracting and Appointment area.

State	Who Must Be			icense Copy	
State	Agent			Agency	
AL	X	-	Agent X	X	
AK		Χ	Х	X	
AZ	X	Χ	Χ	X	
AR	X	Χ	Х	Х	
CA		Χ	Х	X	
CO	Х	Χ	Х	Х	
CT	X	Χ	Х	X	
DE	X		Х	X	
DC	X	Χ	Х	Х	
FL	X		X		
GA	X		X	X	
HI	7		X	X	
ID		X	X	X	
IL IL	X	Λ	X	If Licensed	
IN	X		X	X	
IA	X		X	^	
KS	X		X	X	
KY	X	Χ	X	X	
LA	^	X	X	X	
ME	X	X	X	X	
	X	X	X		
MD	^			X	
MA		X	X	X	
MI	X	X	X	X	
MN	X		X	X	
MS	X		X	X	
MO	X		X	X	
MT		X	X	X	
NE	X		X	X	
NV	Х	X	X	Х	
NH	X	Χ	X	X	
NJ		Χ	X	X	
NM	X		X	X	
NY	Not Available				
NC	X		X	X	
ND	X	Χ	Х	X	
OH	Х	Χ	Х	X	
OK	X	X X	X X	X	
OR		X	X	Х	
PA	X	X	Х	X	
RI	Х	Х	X	X	
SC	X		X X X X	X	
SD	X	Χ	Χ	X	
TN	X		Χ		
TX	X	X	X	Х	
UT		X	Χ	Х	
VT	X		X X X		
VA	X	Х	Х	Х	
WA		X X	Х	X	
WV	X	* *	X	1	
WI	X		X	If Licensed	
WY		X	X X	X	



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#### NON-RESIDENT APPOINTMENT INFORMATION

The following table shows what is required to process paperwork and appointment for both an agent and an agency together. **If paperwork is for the agent only, the agent must submit all licenses and fees** for appointment(s) in each state they will solicit business. If you have any questions, please contact the Contracting and Appointment area.

State		Be Appointed		ys A Fee	Fee Am		Send In A License Copy		
State	Agent	Agency	Agent	Agency	Agent	Agency	Agent	Agency	
AL	Χ		Х		30.00		Χ	X	
AK		X					Χ	X	
ΑZ	Х	Х					Х	X	
AR	Х	Х					Х	X	
CA		X		Х	24.00	24.00	Х	Х	
CO	X	Х					Х	Х	
CT	X	X	Х	Х	45.00	45.00	Х	Х	
DE	Χ		Х		25.00		Х	Х	
DC	X	Х	Х	Х	25.00	25.00	Х	Х	
FL	X		X		60+6/county		X		
GA	X		X		10.00		X	X	
HI					10.00		X	X	
ID		Х					X	X	
IL	X	, , ,					X	If Licensed	
IN	X						X	X	
IA	X	+	Х		8.00		X		
KS	X		X		5.00		X	X	
KY	X	X	X	X	50.00	120.00	X	X	
LA	^	X	^	X	20.00	20.00	X	X	
	V		Х	X					
ME	X	X	Χ	X	70.00	70.00	X	X	
MD	X	X			75.00	75.00	X	X	
MA		X		X	75.00	75.00	X	X	
MI	X	Х	X	Х	5.00	5.00	X	X	
MN	X		X		10.00		X	X	
MS	Х		X		25.00		Χ	Х	
MO	X		Χ				Χ	Х	
MT		X		X			Χ	Х	
NE	X		X		8.00		Х	X	
NV	X	X	Χ	X	15.00	15.00	Х	X	
NH	Χ	X	Χ	X	25.00	25.00	Χ	X	
NJ		X		X	25.00	25.00	X	X	
NM	Χ		Χ		23.00		Χ		
NY				Not A	vailable				
NC	X		Χ		40.00		Χ	X	
ND	Χ	X	Х	X	10.00	10.00	Χ	X	
ОН	Χ	Х	Х	Х	20.00	20.00	Х	X	
OK	Х	X	Х	X	40.00	40.00	Χ	X	
OR		X		Х			Х	Х	
PA	Х	Х	Х	Х	15.00	15.00	Х	X	
RI	X	X					X	X	
SC	X						X	X	
SD	X	Х	Х	Х	20.00	20.00	X	X	
TN	X		X		15.00		X	1	
TX	X	X	X	X	10.00	10.00	X	Х	
UT		X		X	10.00	10.00	X	X	
VT	Х	^	Х		60.00		X		
VA	X	X	X	X	12.00	12.00	X	X	
WA	^	X	^	X	20.00	20.00	X	X	
WV	Χ	^	Х	^	25.00	20.00	X	^	
								If I income	
WI WY	X	X	Χ	X	24.00 15.00	15.00	X	If Licensed	

<sup>\*</sup>Retaliatory – Non-resident fee is same as resident fee unless the non-resident fee is higher.



#### **Assurity<sup>®</sup> Life Insurance Company**

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#### **Appointment Application**

#### **COMPLETION INSTRUCTIONS**

Individual Applicants: Complete sections I, III, IV, V & VI. Must sign and return applicable contracts.

Corporations: Complete sections I, II, III, IV, V & VI. All Corporate appointments require that appointment information be submitted on at least one officer concurrent with the Corporation. Must sign and return applicable contracts for agency and Solicitor contracts for officer.

Solicitor Applicants: Complete sections I, II, IV, V & VI. Must sign and return Solicitor contracts.

	PLEASE PRINT OR	TYPE AND RESPOND T	O ALL QUESTIONS. DO NOT USE ABBREVIATIONS.			
I. GENERAL INFO	RMATION					
☐Mr. ☐Mrs. ☐M	∕ls.					
			Maiden or other name			
Social Security # _			(If applicable)			
Residence						
Address			Residence Phone ()			
City	ST	Zip	Business Phone ()			
Business Address			Fax Number ()			
City	ST	Zip	Date of Birth			
addresses are requ						
Primary mailing add			ling Underwriting and Compensation correspondence idence Address			
II. AGENCY INFOR	RMATION					
Agency Name						
List officers and the	Corporation eir titles below:	Partnership	Tax I.D. #			
Name			Soc. Sec. #			
Name			Soc. Sec. #			
III. COMMISSIONS	(Select one option	)				
Paid Direct: T	he commission chec	k is made payable and	sent to the agent.			
			to the Agency/Agent listed in Section II. I understand that this of the Agency/Agent to whom I assign these commissions.			
Agent's Signature _			Date			
		pies for each state in v	which you are requesting an appointment. If you are requesting ppointment fee(s).			
Current Resident Li	icense#		State(s) for Appointment			
**If requesting non-	resident Florida appo	pintment, list all countie	s where appointment is required			



	: <b>RRORS AND OMISSIONS COVERAGE</b> Assurity producers <u>must</u> maintain a minimum coverage of \$500,000 for each claim per agen	t with a maxir	num \$10,000 de	ductible.			
	Do you have Errors and Omissions Coverage?						
	ase provide the carrier for your Errors and Omissions coverage, the policy number and the r	name of the in	isured.				
\/I	OLIAL IEICATION OLIESTIONS						
VI.	QUALIFICATION QUESTIONS						
1)	Have you lived in a different state or county than your present one within the last 5 years? If Yes, please list state/county	Yes	∐ No				
2)	Have you ever been convicted for any offense or pleaded guilty to any misdemeanor or			_			
,	felony charges or have charges currently pending against you or a business with which						
	you are connected?	Yes	☐ No				
3)	Do you currently have a pending bankruptcy or have you ever filed for bankruptcy, been	_	<u> </u>				
•	declared bankrupt or insolvent, had your salary garnished?	Yes	□No				
4)	Are you at the present involved in any litigation or are there any unsatisfied judgments or	_	_				
,	liens (including state or federal tax liens) against you?	Yes	□No				
5)	Have you ever had a bond denied, paid out or revoked?	Yes	☐ No				
6)	Has any insurance company canceled any contract with you or appointment of you as a						
,	sales person for any reason other than non-production of business or at your own						
	request?	Yes	□No				
7)	Are you indebted to any Insurance Company/Agency/Manager (including debit balance)?	Yes	□ No				
8)	Have you ever had any complaints against your conduct that resulted in a return of						
-,	premium to any insured?	Yes	□No				
9)	Have you ever been fined, suspended, placed on probation, reprimanded, entered into a						
0)	consent order by any insurance department, the SEC, or any other regulatory authority?	Yes	□No				
10)	Have you ever had an insurance and/or securities license refused/suspended/revoked or	] 100					
10)	currently restricted or under investigation by any insurance department, the SEC, or any						
	other regulatory authority?	Yes	□No				
11)	How many years have you been licensed as an insurance agent?						
	How many companies are you currently contracted with?						
	ou must attach details and dates for any questions answered Yes above.						
beli	I hereby certify that the statements contained in this Appointment Application are true and correct to the best of my knowledge and belief. I understand that any false statements on this Application may be considered as sufficient cause for rejection of this Application, or for termination if such false statement is discovered subsequently.						
I un	derstand and agree that:						
•	I can solicit business only in states where I am licensed and appointed with Assurity Life Institute and I can solicit business only in states where I am licensed and appointed with Assurity Life Institute and I can solicit business only in states where I am licensed and appointed with Assurity Life Institute and I can solicit business only in states where I am licensed and appointed with Assurity Life Institute I can solicit business only in states where I am licensed and appointed with Assurity Life Institute I can solicit business only in states where I am licensed and appointed with Assurity Life Institute I can be a solicit business on the state of the st	surance Com	pany.				
•	I will not solicit business in states that prohibit solicitation prior to my appointment.  As a general rule, it is not acceptable to make a solicitation anywhere other than the reside	nt state of the	e applicant				
•	I will abide by all written rules and regulations (subject to change at any time) set forth by the		у арриоати				
Ag	Agent's Signature Date						
-9							
	THIS BOX MUST BE COMPLETED						
W	HO IS YOUR RECRUITING AGENT?		AGENT ID _				



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#### **AUTHORIZATION AGREEMENT FOR AUTOMATIC DEPOSITS**

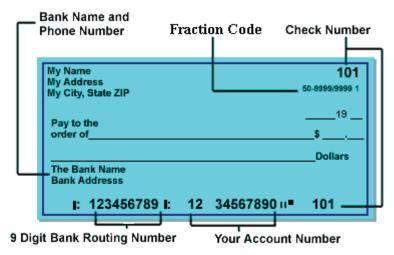
and I (we) authorize tl	vings account in the ne Depository Institut	e entity named b	es to my (our) pelow ("Depository Institution"), and to credit the amount of such llow the Company to debit entri	es
(2) DEPOSITORY INSTIT	TUTION:			
(3) CITY:	STATE:	ZIP:		
(4) BANK ROUTING NO.	: A0	CCOUNT NO.:_		
from me (or either of us)	of its termination in supportunity to act on it	uch time and in s t and in no even	t shall it be effective with respec	
•	he National Automat	ed Clearing Hou	under are to be governed in all use Association and agree(s) to	
(6) AGENT'S ID NO. (if k	nown):			
(7) DATE:	SIGNED:			

#### Notes for completing form:

- (1) Indicate if checking or savings account;
- (2) through (5) Complete all information;
- (6) If new agent, leave blank; otherwise complete
- (7) Date and sign.

Please fill out this form and mail to the address shown above, Attn: Contracting, or fax to 402-437-4640.

#### Please confirm that your Routing number and Account number are correct.



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#### **Disclosure and Authorization for Consumer Reports**

#### **DISCLOSURE**

In connection with your application for contract services with Assurity Life Insurance Company, a consumer report or an investigative consumer report will be requested during the application process and if contracted, during your contract term. It may contain information about your character, general reputation, personal characteristics, mode of living, qualifications and credentials. The nature and scope of the consumer report or investigative consumer report is the procurement of reports such as consumer credit, criminal records, civil records, driving records, employment verification, education verification, professional license verification and others. I understand that, upon written request within a reasonable period of time, I am entitled to additional information concerning the nature and scope of this investigation. I understand that pursuant to the Fair Credit Reporting Act (FCRA), I have the right to know if adverse action is being considered against me as a result of information contained in this report, that I have the right to a copy of this report prior to any adverse action taken against me and to dispute the accuracy of any information in this report by contacting the consumer reporting agency. I understand that I may have additional rights under state law which I may determine by contacting my state or local consumer protection agency.

	Consumer Reporting Agency:	PO Box 130 Southhampton, PA 18966 (215) 396-9870		
	oma, Minnesota, and California applican cants within three (3) days of the employe	ts may obtain a copy of this consumer report.	rt by checking this box. This repor	t will be sent to
		ts which were not obtained by a consumer will receive this report within 7 days of the		box you waive
maintains on yo State of Califo Report/Investiga procurement of	ou during normal business hours, upon so ornia, a new Disclosure and Authori ative Consumer Report is going to be req	mation Group, California applicants also ubmitting proper I.D. and by paying fees as zation/Release of Information form is uested. The nature and scope of the constinal records, civil records, driving records,	sociated with making copies of the required each time a subseque imer report or investigative consur	ose files. In the ent Consumer me report is the
AUTHORIZAT	ION / RELEASE OF INFORMATION			
consumer reportinsurance Compunderstand this associates, state at any time during this authorizal further undersi	rts at any time after receipt of this aut pany, to furnish information about my ch may involve obtaining driving records, pre- e, federal or local agencies, and public re- ing my continued employment or contract tion with my signature shall be accepted tand and authorize by signing below, that	ure. I hereby authorize the obtaining of dri- thorization. I authorize without reservation paracter, reputation, personal characteristic ersonal interviews with sources such as scheduler or law enforcement agencies. I further for services, unless specifically prohibited with the same authority as the original. at in accordance with the legitimate busine be furnished to the affiliates, assignees or a	, any party or agency contact b s, credentials, and/or credit and ir nools, employers, supervisors, fried r authorize ongoing procurement of by state law. I also agree that a fall ss practices of Assurity Life Insura	by Assurity Life andebtedness. Inds, neighbors, of these reports ax or photocopy ance Company
Signature			_ Date mm/dd/yyyy	
IDENTIS: 4 -	ION INFORMATION FOR CONSTRU		mm/dd/yyyy	
<u>IDENTIFICATI</u>	ION INFORMATION FOR CONSUMI	EK REPORTING AGENCY		
Name	First / MI / Last (Please Print or Type)	Date of Birth	Social Security #	



#### INVESTIGATIVE CONSUMER REPORTING AGENCIES ACT California Civil Code Section 1786.22

- (a) An Investigative Consumer Reporting Agency shall supply files and information required under Section 1786.10 during normal business hours and on reasonable notice.
- (b) Files maintained on a consumer shall be made available for the consumer's visual inspection, as follows:
  - (1) In person, if he appears in person and furnishes proper identification. A copy of his file shall also be available to the consumer for a fee not to exceed the actual costs of duplication services provided.
  - (2) By certified mail, if he makes a written request, with proper identification, for copies to be sent to a specified addressee. Investigative Consumer Reporting Agencies complying with requests for certified mailings under this section shall not be liable for disclosures to third parties caused by mishandling of mail after such mailings leave the investigative consumer reporting agencies
  - (3) A summary of all information contained in files on a consumer and required to be provided by Section 1786.10 shall be provided by telephone, if the consumer has made a written request, with proper identification for telephone disclosure, and the toll charge, if any, for the telephone call is prepaid by or charged directly to the consumer.
- (c) The term "proper identification" as used in subdivision (b) shall mean that information generally deemed sufficient to identify a person. Such information includes documents such as valid driver's license, social security account number, military identification card, and credit cards. Only if the consumer is unable to reasonably identify themselves with the information described above, may an Investigative Consumer Reporting Agency require additional information concerning the consumer's employment and personal or family history in order to verify his identity
- (d) The Investigative Consumer Reporting Agency shall provide trained personnel to explain to the consumer any information furnished them pursuant to Section 1786.10.
- (e) The Investigative Consumer Reporting Agency shall provide a written explanation of any coded information contained in files maintained on a consumer. This written explanation shall be distributed whenever a file is provided to a consumer for visual inspection as required under Section 1786.22.
- (f) The consumer shall be permitted to be accompanied by one other person of their choosing, who shall furnish reasonable identification. An Investigative Consumer Reporting Agency may require the consumer to furnish a written statement granting permission to the consumer reporting agency to discuss the consumer's file in such person's presence.



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#### **CREDIT CARD AUTHORIZATION**

I authorize Assurity Life Insurance Company to charge the credit card listed below in the amount of \_\_\_\_\_\_\_ for the contracting appointment fees for which I am applying today.

#### I ACKNOWLEDGE:

- 1. USE OF THE CREDIT CARD FOR PAYMENT IS OPTIONAL;
- 2. THIS AUTHORIZATION DOES NOT COVER THE CHARGING OF FUTURE FEES;
- 3. THIS CHARGE WILL BE INITIATED ONLY WHEN THE ACCOMPANYING APPLICATION(S) IS (ARE) ACCEPTED

Name on Card				☐ Mastercard
Card/Account Number				□ Visa
Expiration Date				☐ Discover
Billing Address				★ Please Note: Debit
	City	State	Zip	cards may only be used to pay for contracting
Phone Number				appointment fees if the card shows the
Signature				Mastercard or Visa logo.
Date of Signature				

# Form (Rev. October 2007) Department of the Treasury Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

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

2	Name (as shown on your income tax return)			
n page	Business name, if different from above			
Print or type Specific Instructions on	Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partner ☐ Other (see instructions) ▶	ship) ▶		Exempt payee
Print ic Inst	Address (number, street, and apt. or suite no.)	quester's r	name and a	address (optional)
Specifi	City, state, and ZIP code			
See	List account number(s) here (optional)			
Par	Taxpayer Identification Number (TIN)			
backı	your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avup withholding. For individuals, this is your social security number (SSN). However, for a residence sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities,	nt	Social secu	rity number
	employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on pa			or
	. If the account is in more than one name, see the chart on page 4 for guidelines on whose per to enter.	E	imployer id	dentification number
Par	t II Certification	·		
Unde	r penalties of perjury, I certify that:			
1. Th	he number shown on this form is my correct taxpayer identification number (or I am waiting for	a numbe	er to be is	sued to me), and
	am not subject to backup withholding because: (a) I am exempt from backup withholding, or (because Service (IBS) that I am subject to backup withholding as a result of a failure to report a			

3. I am a U.S. citizen or other U.S. person (defined below).

notified me that I am no longer subject to backup withholding, and

**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

arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here
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,

#### AGENT AGREEMENT

Accepted:	ASSURITY LIFE INSURANCE COMPANY
By: Signature of Agent or Firm Principal	This Agreement is effective
	Approved:
Print or Type Name and Title Here	Company Officer

This Agreement is between the Agent who signed this Agreement (referred to as "you," "your," and/or "Agent" in this Agreement) and Assurity Life Insurance Company (we will be referred to as "Assurity," "our," "we," "us," and "the Company"). The provisions stated in all supplements, commission rules, and schedule of commissions are incorporated into and made a part of this Agreement. This Agreement shall become effective on the date shown above.

#### 1. AUTHORITY

You are appointed to represent Assurity in the state(s) in which you maintain proper license and/or appointment and the Company is duly licensed. You hereby accept such appointment and agree to comply with this Agreement as well as all operating, financial and underwriting guidelines, rules and regulations of the Company and the laws and regulations of the state(s) in which you operate. You are authorized to act as an agent on behalf of Assurity for the purpose of developing and supervising the distribution of Assurity's insurance products. Specifically, you are authorized to: 1) recruit and recommend persons for appointment by Assurity, 2) train and supervise such agents in accordance with Assurity's business rules and the requirements of the state(s) in which they are licensed and in which they act as an agent for Assurity, and 3) solicit applications for the insurance policies written by Assurity and approved for marketing..

#### 2. RELATIONSHIP

You are an independent contractor and nothing in this or any other agreement between you and the Company shall be construed to create the relationship of employee or employer between you and the Company.

You are free to exercise your own judgment in determining when, how and to whom you sell Assurity policies. You choose the time, place and manner of sale, but you are to conform to state law and regulation and our rules and instructions that are not inconsistent with the independent contractor relationship.

You also acknowledge that all agents in your hierarchy are independent contractors of Assurity and, at a subagent's election or for good cause, can be transferred by Assurity according to Assurity's transfer rules.

#### 3. DUTIES

You are required to follow certain guidelines while exercising the authority granted under this Agreement. These guidelines include, but are not limited to, the following:

- a. For any applications solicited by you, you may also collect the first premium. You shall submit applications and first premiums immediately to Assurity.
- **b.** Service and help us keep in force the policies you sell for the Company.
- c. Segregate any monies you receive for us and hold them in trust until delivery. You shall not use such funds for any purpose.
- d. You shall notify Assurity immediately upon becoming aware of any felony convictions relating to you or any agent in your hierarchy.
- e. You shall comply with Assurity's policies and procedures concerning the replacement of life, health and annuity contracts. A replacement occurs whenever an existing policy or contract is terminated, converted, or otherwise changed in value. You shall recommend the replacement only when replacement is in the best interest of the customer. You shall fully disclose any and all relevant information to the customer regarding the financial impact to the customer of the replacement, whether a new contestability period and/or suicide clause will start under the new policy (if applicable), and whether the customer will have to resubmit to underwriting to purchase the new policy. You agree never to recommend that a customer cancel an existing policy until a new policy is in force, and the customer has determined that the new policy is acceptable.
- f. You agree to adhere to Assurity's rules concerning ethical market conduct which require you to:
  - carefully evaluate the insurance needs and financial objectives of your clients, and use sales tools (e.g. sales brochures and policy proposals and/or illustrations) to determine that the insurance or annuity you are proposing meets these needs;
  - ii. maintain a current license and valid appointment in all states in which you promote the sale of Assurity products to customers and keep current of changes in insurance laws and regulations by reviewing the bulletins and newsletters published by the state insurance departments and Assurity;
  - iii. comply with Assurity's policies concerning replacements, and refrain from providing false or misleading information about a competitor or competing product or otherwise making disparaging remarks about a competitor;
  - iv. submit, prior to use, all advertising materials intended to promote the sale of Assurity products to us for approval;
  - v. immediately report to us any customer complaints, and assist us in resolving the complaint to the satisfaction of all parties; and
  - vi. communicate these standards to any agent in your hierarchy and request their agreement to be bound by these conditions as well.

#### 4. LIMITATIONS OF AUTHORITY

You do not have authority to and you shall not:

- a. Interfere with any person's business relationship with the Company.
- b. Accept risks, incur debt or liability, or make contracts in our name or on our behalf.
- c. Promise reinstatement of any policy or coverage, or commit Assurity to any action regarding any claim.
- d. Waive, alter, modify or change any Company policy, terms, rates or customary requirements.
- e. Deliver policies except in accordance with our instructions.
- f. Start legal actions in our name.



- g. Extend credit to applicants or insureds, personally pay any applicant's or insured's premiums, or allow extra time to pay a premium.
- h. Collect any premium other than the initial premium unless we authorize it.
- i. Endorse checks or any negotiable instrument payable to or intended for the Company.
- j. Deliver any policy when you or your agents have knowledge of any impairment of the applicant's health either not disclosed on the application or that occurred subsequent to the securing of the application.

#### 5. COMPENSATION

Your compensation shall be based on your personal production and the production of all agents assigned to you. You will receive payments as shown in the Commission Schedule ("Schedule"), as amended from time to time, for premiums received on policies issued by the Company for applications secured under this Agreement. Commissions will be paid according to the Commission Schedule that is in effect on the written date on the policy application. The Schedule states the required repayments of compensation for lapsed, terminated, or surrendered policies. We can change the Schedule, but any change will not affect business applied for prior to the effective date of the change. Payment of compensation will be made at such times and in any manner as we determine. You must access our web site to obtain commission statements and production reports. You must object to any transactions shown on EFT statements and compensation reports within 30 days of receiving them, or they will be deemed to be conclusive.

Your right to commissions shall be deemed fully vested, and except as specifically limited to herein, the renewal commissions shall be paid for the term and in the amount shown in the Schedule, so long as they exceed \$250 in a year, or you are receiving first year commissions. Vesting will cease if this Agreement is terminated for cause. If this Agreement terminates because you die, we will continue payments to your designated beneficiary. If no beneficiary is designated, we will pay your executor. Payments after your death will cease if the policyholder requests a new agent.

You authorize us to provide your production and earnings records to the Agent(s), if any, to whom you are assigned.

#### 6. GENERAL PROVISIONS

- a. Errors and Omissions Coverage. For as long as this Agreement is in force, you shall maintain Errors and Omissions insurance with a carrier in amounts and with a deductible that we accept. You agree to provide evidence that such coverage is in force upon our request for such evidence.
- b. **Personal Liability**. You agree to indemnify us and hold us harmless from all losses and expenses we incur resulting from your acts or omissions other than those which we so authorize in writing.
- c. Advertising. You shall comply with our advertising rules. You shall not use, permit, or cause to be used, our name or any advertising regarding our products without obtaining our prior written consent.
- d. Expenses. You agree to be solely responsible for all your expenses incurred in performing this Agreement.
- e. Indebtedness. Any amount you or your subagents owe us is a first lien on any compensation payable to you under this Agreement until the debt is fully paid. You agree that if at any time you have a debit balance with us, you are not due any compensation. Commissions will be credited to your account until such time as the debit balance has been cleared. Termination of this Agreement does not release you from continuing liability to us for immediate repayment of any debt including unearned first year commissions or bonuses. We have the right to charge interest at the maximum lawful rate on any outstanding debt.
- f. **Return of Premium.** If, for any reason, we refund premiums on which you received compensation, you agree to immediately repay us any compensation you received on that premium.
- g. Waiver. Failure of the Company to strictly enforce any provision of this Agreement will not be interpreted as a waiver of such provision.
- h. Modification. Any change to this Agreement must be in writing signed by an authorized officer of the Company.
- i. Assurity Property. You agree to return all of our property upon demand or at this Agreement's termination. Our property includes, without limitation, all rate books, manuals, supplies, applications, video materials, computer software, insured files and advertising and sales materials supplied by the Company and not owned by you.
- j. Assignment. You cannot assign this Agreement or compensation payable hereunder unless we agree in writing in advance.
- k. Governing Law. This Agreement is governed by and interpreted according to Nebraska law. All actions with respect to this Agreement shall be brought in a court of competent jurisdiction in Lancaster County, Nebraska.
- I. Entire Agreement. This Agreement including any attachments, schedules and addendums, supersedes any and all previous Agreements between you and the Company, and is the entire Agreement between you and the Company. If any provision of the Agreement is now or shall in the future be in conflict with any applicable law or any valid Department of Insurance ruling or order, it shall be modified to the extent necessary for compliance.

#### 7. ANTI-MONEY LAUNDERING

You agree to comply with all applicable anti-money laundering laws, regulations, rules and government guidance, including the reporting, record-keeping and compliance requirements of the Bank Secrecy Act ("BSA"), as amended by the USA PATRIOT Act (the "Patriot Act"). These Acts include requirements to identify and report currency transactions and suspicious activity, to implement a customer identification program to verify the identity of customers and to implement an anti-money laundering compliance program.

#### 8. PRIVACY (REQUIREMENTS PURSUANT TO THE GRAMM-LEACH BLILEY ACT AND STATE PRIVACY LAWS)

You agree to protect any confidential information of the Company's customers that is accessible by you. Confidential Information includes, but is not limited to any nonpublic personal information about the Company's customers or potential customers, regardless of whether it is personally identifiable or anonymous information. You agree, now and at all times in the future, not to use or disclose Confidential Information to any person or entity, other than to carry out the purposes for which the Company's applicant or customer disclosed the information, or as necessary to carry out the lawful business purposes of this Agreement, or as otherwise allowed by law or regulation. Your use or disclosure of Confidential Information shall comply at all times with federal and state privacy laws, rules and regulations.

#### 9. TERMINATION

Either party may terminate this Agreement at any time by giving written notice. Notice may be mailed or delivered to the last known address of the other party. If you reside in, or are licensed in, a state that requires advance notice, you hereby agree to waive any advance notice of termination and agree that termination will be effective immediately upon delivery of written notice. We may terminate this Agreement for cause if you commit any act that injures our business or reputation; fail to account for and remit promptly any monies collected by you for us; or withhold any policies, money or other property belonging or returnable to the Company.





1526 K Street, P.O. Box 82533, Lincoln, NE 68501 (402) 476-6500 • (800) 276-7619 • FAX (402) 437-4591

Subject to the terms of your agreement and rules and practices of Assurity, you shall be compensated according to the following schedule of the policy forms shown. The commissions provided in this Schedule shall be reduced by the amount of commissions payable to subagents assigned to you. By submission of an application or the acceptance of commission, you agree to be bound by the provisions of this Schedule. Commissions are also subject to the Commission Rules that are part of your agreement with Assurity.

AssurityBalance	o®•							
		ness Overhead Disability Incom	ne					
Year 1	Years 2-10	Years 11+						
50.00%	10.00%	0.00%						
Disability Incon	ne, CA/FL Only							
Year 1	Years 2-10	Years 11+						
50.00%	8.00%	0.00%						
Simplified Disa	bility Insurance							
Year 1		Renewal Years						
60.00%		5.00%						
	Disability Income							
Year 1	Year 1 (CA/FL)		<u>Years 2-10</u>		-10(CA/FL)		Years 11+	Years 11+ (CA/FL)
35.00%	30.00%		4.00%		3.00%		0.00%	0.00%
DefinedMED B	ASIC (Mo. Premium	Mode) ****						
1st Mo.	1st Mo. (MN)	Mos. 2-12	Mos. 2-12 (MN)		Years 2-5	Years 2-5 (MN)	Years 6+	Years 6+ (MN)
100.00%	100.00%	25.00%	25.00%		5.00%	5.00%	2.50%	2.50%
DefinedMED B	ASIC (Quarterly, Sen	ni- Annually and Annual Prem	ium Mode) ****					
Year 1	Year 1 (MN)		<u>Years 2-5</u>		s 2-5 (MN)		Years 6+	Years 6+ (MN)
31.25%	31.25%		5.00%		5.00%		2.50%	2.50%
DefinedMED St	uper Supp (Mo. Prem	ium Mode) ****						
1st Mo.	1st Mo. (MN)	1st Mo. (CA/FL/SD/WV)	1st Mo. (NJ/WA)	$\Rightarrow$	Mos. 2-12	Mos. 2-12 (MN)	Mos. 2-12(CA/FL/SD/WV)	Mos. 2-12(NJ/WA)
100.00%	100.00%	100.00%	100.00%		25.00%	25.00%	25.00%	25.00%
				_				** *********
Years 2-5	Years 2-5 (MN)	Years 2-5(CA/FL/SD/WV)	<u>Years 2-5 (NJ/WA)</u>	$\Rightarrow$	Years 6+	Years 6+ (MN)	Years 6+(CA/FL/SD/WV)	Years 6+(NJ/WA)
5.00%	5.00%	5.00%	5.00%		2.50%	2.50%	2.50%	2.50%
DefinedMED St	uper Supp (Quarterly,	Semi-Annually and Annual P	remium Mode) ****					
Year 1	Year 1 (MN)	Year 1(CA/FL/SD/WV)	Year 1 (NJ/WA)	$\Rightarrow$	Years 2-5	Years 2-5 (MN)	Years 2-5 (CA/FL/SD/WV)	Years 2-5 (NJ/WA)
31.25%	31.25%	31.25%	31.25%		5.00%	5.00%	5.00%	5.00%
V()	Years 6+ (MN)	Years 6+ (CA/FL/SD/WV)	V(+ (NII/WA)					
Years 6+			Years 6+ (NJ/WA)					
2.50%	2.50%	2.50%	2.50%					
Critical Illness *		V11						
Year 1	Years 2-10	<u>Years 11+</u> 1.00%						
60.00%	3.00%							
C:1:E - 1 C:4:		1.00/0						
Simplified Critic	cal Illness *		V1 (CO/EL MANA	шап	V2.5.(CO.	EL A ANAHIAID	V ( ) (CO/EL AMIAHAID	
Year 1	cal Illness * Renewal Years		Year 1 (CO/FL/MN/N	NH/NJ)		FL/MN/NH/NJ)	Years 6+ (CO/FL/MN/NH/NJ)	
<u>Year 1</u> 60.00%	cal Illness * <u>Renewal Years</u> 5.00%	:	Year 1 (CO/FL/MN/N 60.00%	NH/NJ)	Years 2-5 (CO)		Years 6+ (CO/FL/MN/NH/NJ) 1.00%	
Year 1 60.00% Critical Illness I	cal Illness * <u>Renewal Years</u> 5.00%  Rider for Personal Dis	ability Income	60.00%		3.00		1.00%	V III (CO TV AD)
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Year 1 60.00% Critical Illness F Year 1 50.00%	cal Illness * <u>Renewal Years</u> 5.00%  Rider for Personal Dis	sability Income FL/MN)	60.00%	Years 2-10	3.00		1.00%	Years 11+ (CO/FL/MN) 0.00%
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Year 1 60.00%  Critical Illness I Year 1 50.00%  LifeScape®: Whole Life Year 1 70.00%  Value Enhancer Year 1 2.50%  Term Life* Year 1 70.00%  10 Year Non M Year 1 75.00%  15 Year Non M Year 1 85.00%  20 and 30 Year Year 1 95.00%  10 Year Term 3	Renewal Years   S.00%	Years 11+ 1.50%  Years 11+ 1.50%  Years 7+ 1.50%  Years 11+ 0.00%  Years 11+ 0.00%	60.00% Years 2-10	Years 2-10	3.00 (CO/FL/MN)		1.00% Years 11+	
Year 1 60.00%  Critical Illness I Year 1 50.00%  LifeScape®: Whole Life Year 1 70.00%  Value Enhancer Year 1 2.50%  Term Life* Year 1 70.00%  10 Year Non M Year 1 75.00%  15 Year Non M Year 1 85.00%  20 and 30 Year Year 1 95.00%  10 Year Term 3 Year 1 70.00%	cal Illness *  Renewal Years 5.00%  Rider for Personal Dis Year 1 (CO/ 50.00%  Years 2-10 7.50%  ment Rider (VER) Years 2-10 2.50%  Years 2-6 5.00% ed Term 350 Years 2-10 2.00%  ed Term 350 Years 2-10 2.00%  Non Med Term 350 Years 2-10 2.00%  So Plus * Years 2-10 1.00%	Years 11+ 1.50%  Years 11+ 1.50%  Years 7+ 1.50%  Years 11+ 0.00%  Years 11+ 0.00%  Years 11+ 0.00%  Years 11+ 0.00%	60.00% Years 2-10	Years 2-10	3.00 (CO/FL/MN)		1.00% Years 11+	
Year 1 60.00%  Critical Illness I Year 1 50.00%  LifeScape®: Whole Life Year 1 70.00%  Value Enhancer Year 1 2.50%  Term Life* Year 1 70.00%  10 Year Non M Year 1 75.00%  15 Year Non M Year 1 85.00%  20 and 30 Year Year 1 95.00%  10 Year Term 3 Year 1	cal Illness *  Renewal Years 5.00%  Rider for Personal Dis Year 1 (CO/ 50.00%  Years 2-10 7.50%  ment Rider (VER) Years 2-10 2.50%  Years 2-6 5.00% ed Term 350 Years 2-10 2.00%  Non Med Term 350 Years 2-10 2.00%  Non Med Term 350 Years 2-10 1.00%  The second of the se	Years 11+ 1.50%  Years 11+ 1.50%  Years 7+ 1.50%  Years 11+ 0.00%  Years 11+ 0.00%  Years 11+ 0.00%  Years 11+ 0.00%	60.00% Years 2-10	Years 2-10	3.00 (CO/FL/MN)		1.00% Years 11+	
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Year 1 60.00%  Critical Illness I Year 1 50.00%  LifeScape®: Whole Life Year 1 70.00%  Value Enhancer Year 1 2.50%  Term Life* Year 1 70.00%  10 Year Non M Year 1 75.00%  15 Year Non M Year 1 95.00%  10 Year Term 3 Year 1 70.00%	cal Illness *  Renewal Years 5.00%  Rider for Personal Dis Year 1 (CO/ 50.00%  Years 2-10 7.50%  ment Rider (VER) Years 2-10 2.50%  Years 2-6 5.00% ed Term 350 Years 2-10 2.00%  Non Med Term 350 Years 2-10 2.00%  Non Med Term 350 Years 2-10 1.00%  50 Plus * Years 2-10 1.00%	Years 11+ 1.50%  Years 11+ 1.00%  Years 7+ 1.50%  Years 11+ 0.00%	60.00% Years 2-10	Years 2-10	3.00 (CO/FL/MN)		1.00% Years 11+	
Year 1 60.00%  Critical Illness I Year 1 50.00%  LifeScape®: Whole Life Year 1 70.00%  Value Enhancer Year 1 2.50%  Term Life* Year 1 70.00%  10 Year Non M Year 1 75.00%  15 Year Non M Year 1 95.00%  10 Year Term 3 Year 1 70.00%	cal Illness *  Renewal Years 5.00%  Rider for Personal Dis Year 1 (CO/ 50.00%  Years 2-10 7.50%  ment Rider (VER) Years 2-10 2.50%  Years 2-6 5.00% ed Term 350 Years 2-10 2.00%  Non Med Term 350 Years 2-10 2.00%  Non Med Term 350 Years 2-10 1.00%  50 Plus * Years 2-10 1.00%	Years 11+ 1.50%  Years 11+ 1.00%  Years 7+ 1.50%  Years 11+ 0.00%	60.00% Years 2-10	Years 2-10	3.00 (CO/FL/MN)		1.00% Years 11+	
Year 1 60.00%  Critical Illness I Year 1 50.00%  LifeScape®: Whole Life Year 1 70.00%  Value Enhancer Year 1 2.50%  Term Life* Year 1 70.00%  10 Year Non M Year 1 75.00%  15 Year Non M Year 1 95.00%  10 Year Term 3 Year 1 70.00%  10 Year Term 3 Year 1 70.00%	cal Illness *     Renewal Years     5.00%  Rider for Personal Dis     Year 1 (CO/     50.009      Years 2-10     7.50%  nent Rider (VER)     Years 2-10     2.50%      Years 2-6     5.00%  ed Term 350     Years 2-10     2.00%  ed Term 350     Years 2-10     2.00%  Non Med Term 350     Years 2-10     2.00%  50 Plus *     Years 2-10     1.00%  Term 350 Plus *     Years 2-10     1.00%  Term 350 Plus *	Years 11+ 1.50%  Years 11+ 1.50%  Years 11+ 1.00%  Years 7+ 1.50%  Years 11+ 0.00%  Years 11+ 0.00%  Years 11+ 0.00%  Years 11+ 0.00%  Years 11+ 0.00%	60.00% Years 2-10	Years 2-10	3.00 (CO/FL/MN)		1.00% Years 11+	

I ifoCoo® (	4).					
LifeScape® (con	it.):					
Simplified Life	** *	** * * * * * * * * * * * * * * * * * * *				
Year 1	Year 2	<u>Years 3-10</u>	Years 11+			
70.00%	10.00%	5.00%	2.00%			
-	le Life Insurance Level					
Year 1	Year 2	Year 3	Year 4	<u>Years 5-10</u>	Years 11+	
80.00%	10.00%	10.00%	8.00%	6.00%	2.00%	
Simplified Who	le Life Insurance Modifi	ied Benefit				
Year 1	Years 2-6	Years 7-10	Years 11+			
70.00%	5.00%	2.00%	2.00%			
Single Premium	Whole Life					
Year 1	Renewal Years					
5.00%	0.00%					
Premier (Issue A						
Year 1	Years 2-10	Years 11+				
75.00%	4.00%	2.00%				
Premier (Issue A		2.0070				
Year 1	Years 2-10	Years 11+				
60.00%	4.00%	2.00%				
Premier (Issue A		37				
Year 1	<u>Years 2-10</u>	Years 11+				
55.00%	4.00%	2.00%				
Select (Issue Ag						
Year 1	<u>Years 2-10</u>	Years 11+				
45.00%	4.00%	2.00%				
Select (Issue Ag	e 76-80) ***					
Year 1	Years 2-10	Years 11+				
30.00%	4.00%	2.00%				
Select (Issue Ag						
Year 1	Years 2-10	Years 11+				
15.00%	4.00%	2.00%				
AcciFlex	1.0070	2.0070				
Year 1	Years 2-10	Years 11+				
95.00%	1.00%	0.00%				
Assured Income		0.0070				
<u>Year 1</u>	Years 2+					
75.00%	2.00%					
Annuity and Sec	ction 125:					
Ascential Bonus	Annuity **					
Age 0-70	Age 71-80	Age 81-90				
5.00%	4.00%	2.50%				
Ascential Secure						
Age 0-75	Age 76-80	Age 81-90	Renewals			
1.20%	1.20%	1.20%	See Comm. Rules			
Ascential Secure		. = - / -				
Age 0-75	Age 76-80	Age 81-90	Renewals			
3.00%	2.50%	2.00%	See Comm. Rules			
Ascential Secure		2.50/0	See Comm. Ruico			
Age 0-75	Annuity 44 Age 76-80	Age 81-90	Renewals			
_	-		·			
3.50%	3.00%	2.50%	See Comm. Rules			
	Premium Immediate A	illuity **				
Year 1 2.50%						
Ascential Encor		4 01 00				
Age 0-75	Age 76-80	Age 81-90				
6.00%	5.00%	3.00%				
Section 125 – Fl		-		-		
Year 1	Renewal Years					
34.50%	0.00%					
Section 125 – Fl	ex 2/3					
Year 1	Renewal Years					
34.50%	20.00%					

<sup>\*</sup>No commissions paid on policy fee.

\*\*Settlement Options (All Ages) – Assurity will pay 1.5% for all settlement options except left-at-interest and two-year deposit.

\*\*\*Year 1 Over Target gets Year 2 renewal commissions.

\*\*\*\*Commissions for the DefinedMED product are not advanced. While for Monthly modes this equates to a four Month advance, this payment is not subject to the rules regarding advances contained elsewhere in this agreement, but is treated as an earned commission upon payment of the first Premium.

#### **Commission Rules**

- a. COMMISSION. Applies to policies issued on applications personally obtained by Agent or by Agents appointed in Agent's hierarchy. In the case of business obtained by Writing Agents in the Appointing Agent's hierarchy, the commission payable to the Appointing Agent will be the amount shown on the Appointing Agent's Commission Schedule less any commissions payable to the Writing Agent.
- b. REINSTATEMENTS. (Disability Income Policies, Critical Illness Policies) If a policy is lapsed for more than twelve Months, the former Insured will be treated as a new applicant. For a policy lapsed less than twelve Months, reinstatement commission will be paid at the same rates as would apply had the policy remained continuously in force from the date of issue.
- c. PAYMENT OF COMMISSIONS. (Excluding Section 125) Commissions earned and due shall be payable only as premiums are received, accepted and applied by the Company.
- d. LAPSES, SURRENDERS OR TERMINATIONS OF POLICIES. Repayment of compensation on unpaid premiums due to lapsed, surrendered or terminated policies will be required.
- e. ADDITIONAL BENEFIT PROVISIONS. (Disability Income Policies, Individual Life Insurance Policies) The same rate of commission applies to such Provisions or Riders as to the base policy to which such Provisions or Riders are attached except Value Enhancement Rider, or any other Provision or Rider for which a separate commission is shown. (See Commission Schedule).
- f. TRANSFER OF FUNDS. (Individual Life Insurance Policies, Annuity Policies) Commissions will not be paid on net cash values transferred from existing life insurance or annuity policy(s) in the Company to any non-qualified or qualified annuity policy(s) in this Company or to any Value Enhancement Rider whether obtained by surrender or borrowing. For this purpose "policy(s) in this Company" includes any policy of Assurity, any of its affiliates and any policy assumed or reinsured by Assurity or any of its affiliates.
- g. REISSUES FROM QUALIFIED ANNUITY POLICIES. (Annuity Policies) Commissions will not be paid on net cash values transferred from existing qualified annuity policies in this Company. For this purpose "policies in this Company" includes any policy of Assurity, any of its affiliates and any policy assumed or reinsured by Assurity or any of its affiliates.
- h. CONVERSIONS. (Individual Life Insurance Policies)

For term policies or term riders converted to any permanent form, first-year and renewal commissions will be allowed. No first-year commissions will be allowed on conversion credits. For conversions from group life certificates to individual permanent life coverage, top recruiting agent in the hierarchy will receive full first-year and renewal commissions on the premium for the new policy if evidence of insurability is furnished Company. If no evidence of insurability is furnished, or the conversion is effected without the assistance of top recruiting agent in the hierarchy, no commission is allowed.

Commissions payable on all other conversions shall be limited by and subject to the practices of Company at the time conversion is effected.

. COMMISSIONS ON SPECIAL CLASS EXTRA PREMIUMS. (Individual Life Insurance Policies)

No commissions are payable on flat extra premiums charged. However, full commissions are payable on table rating extra premiums which are based on the plan applied for and the age of the Insured. The rate of commission for table rating extra premiums will be the same as those applicable to the base policy.

- j. RETURN OF COMMISSIONS. (Annuity Policies) All commissions paid on annuities issued to persons age 81 and over shall be repaid to the Company in the event death of the owner or annuitant occurs within twelve Mo.s of the policy's issue date unless the spouse of the owner, if any, assumes ownership of the policy.
- k. ADDITIONAL PREMIUMS. (Single Premium Deferred Annuity Policies) Commissions are payable on additional premiums received within twelve Months of a policy's issue date.
- I. COMMISSIONS ON RENEWAL. (Secure Annuity Policies) Commissions will be paid when a policyowner renews a Secure Annuity Policy for a subsequent secure period at 50% of the commission rate paid at policy issue.
- m. SETTLEMENT OPTIONS.

Commissions are payable on all types of settlement options *except* 1) the Left-at-Interest Option, 2) the Two-Year Deposit Option, and 3) The Fixed Period Option and the Fixed Amount Option if payments are *not* expected to continue for at least five years on a guaranteed basis.

n. COMMISSION ON REPLACEMENTS. (Disability Income Policies, Critical Illness Policies) A newly issued policy will be considered as a "replacement" whenever another policy in this Company on the Insured's life has lapsed or been surrendered during the twelve Months preceding or the twelve Months following the date of issue of the new policy. For this purpose "policy in this Company" includes any policy of Assurity, any of its affiliates and any policy assumed or reinsured by Assurity or any of its affiliates.

If the new policy is a "replacement," the commission rates provided for the first policy year shall apply to that portion of the premium for the first year of the new policy which exceeds the premium for the replaced policy, and the commission rates provided for the second policy year shall apply to the balance of the first year's premium for the new policy.

Thereafter, the commission rates provided, dating from the effective date of the new policy, shall apply to the entire premium.

o. COMMISSION ON REPLACEMENTS. (Individual Life Policies, Annuity Policies) A newly issued life insurance policy and its riders will be considered as a "replacement" whenever another life insurance or annuity policy(s) or rider(s) in this Company on the Insured's life has (1) been surrendered, (2) lapsed, or (3) been continued on an nonforfeiture option during the 12 months preceding or the 12 months following the date of issue of the new policy or rider. If another life insurance or annuity policy(s) or rider(s) in this Company has been changed, modified, or converted in any manner, so that some portion of the policy(s) or rider(s) has in effect been lapsed, surrendered or continued under a nonforfeiture option, a portion of the newly issued life insurance policy may be considered as "replacement". For this purpose "policy(s) or rider(s) in this Company" includes any policy of Assurity, any of its affiliates and any policy assumed or reinsured by Assurity or any of its affiliates.

#### **Traditional Life and Annuities**

If under the above rules, a new policy or rider is a "replacement," first-year commissions will be paid on any increase in premium over the premium on which fist-year commission was paid on the policy(s) or rider(s) being replaced or any prior policies or riders on the Insured's life which, under the above definition, were replaced.

For the first year of the new policy or rider the same rate of commission or service fee will be paid on the replaced premium as would have been paid had that policy or rider remained in force. For life policies, beginning with the second year, the standard renewal commission rates and duration will apply to the total premium.

# Anti-Money Laundering PRODUCER RESPONSIBILITIES

As a producer for Assurity Life Insurance Company (*Assurity*), you greatly assist us in fulfilling our mission of helping people through difficult times. Because you are also a member of the insurance industry, you are in a unique position not only to serve your clients, but also to help prevent money laundering and the financing of terrorist activities.

Preventing money laundering and the financing of terrorist activities is the purpose of a federal anti-money laundering (AML) regulation requiring Assurity to create, implement and follow a comprehensive anti-money laundering program. Assurity's anti-money laundering program is available for review under "Contracting Kits" on the agent-only Web site (https://assurelink.assurity.com). You are an important part of the program, as it imposes certain responsibilities and obligations on you when you solicit applications for individual cash value life insurance policies, annuities and reversionary annuity policies. In that role, you are often in a critical position of knowledge to obtain information about the customer, the customer's source of funds for the products you sell and the customer's reasons for purchasing such products.

For these and other reasons, Assurity's AML program requires actions by you on the following matters:

#### **INFORMATION GATHERING**

Assurity's AML program requires you to complete and submit a form pertaining to securing and furnishing all information relevant to applicants for an individual cash value life insurance policy, annuity or reversionary annuity. It is important that you supply full and complete information about the customer, the source of funds for payment of premiums and why the applicant is seeking the policy applied for.

Form 02-551-05051 (Customer Identification Information) is used to record this information. You will find it on our producer Web site under "Contracting Kits" (https://assurelink.assurity.com).

All applications for individual cash value life insurance policies, reversionary annuities and annuities **must be accompanied by this completed form.** 

Assurity has been informed that in the future the U.S. Treasury Department will likely issue a final regulation adopting a "know your customer" rule. When it becomes effective, at some point Assurity may require you to:

1) Review one form of a current government-issued photo identification for each applicant, and 2) record specified information about the identification you received. That information includes the kind of identification, the identification's unique number, the governmental entity that issued the identification and any expiration date found on the identification. Acceptable forms of identification are a state driver's license, passport and/or resident alien identification (commonly known as a "green card"). Assurity will revise this form to incorporate any additional requirements imposed by any "know your customer" regulation.

#### **COMMUNICATIONS**

Notify us immediately should you encounter instances where an applicant:

- Resists providing information;
- Appears to have provided false or misleading information; and/or
- Provides information that can't be verified.

Notification should be made to John Ragsdale at (800) 276-7619, Ext. 4308.

Immediate notification is also required should any of the following factors come to your attention. (This information will help us determine whether a suspicious activity report needs to be filed with the U.S. Treasury Department.):

- the purchase of a product that appears to be inconsistent with a customer's needs;
- the purchase or funding of a product that appears to exceed a customer's known income or liquid net worth;
- any attempted unusual method of payment, particularly by cash or cash equivalents such as money orders or cashier's checks above any permitted amount set forth in the "Acceptable Methods of Payment" section of this document;
- payment of a large amount broken into small amounts;
- little or no concern by a customer for the values or benefits of an insurance product, but much concern about the early termination features of the product;
- the reluctance by a customer to provide identifying information, the provision of information that seems fictitious; and/or any other activity you think is suspicious.

Assurity will file any required suspicious activity report (SAR). However, you may find yourself in a position to know that a SAR has been filed.

THE FACT THAT A SAR HAS BEEN FILED OR CONSIDERED IS STRICTLY CONFIDENTIAL, AND NOTHING ABOUT A SAR CAN BE DISCLOSED. UNDER NO CIRCUMSTANCES MAY YOU DISCLOSE TO ANYONE THE FACT THAT A SAR HAS BEEN FILED OR CONSIDERED, NOR MAY YOU REVEAL THE CONTENTS OF A SAR TO ANYONE. VIOLATIONS MAY RESULT IN CIVIL AND/OR CRIMINAL PENALTIES.



#### **ACCEPTABLE PAYMENT METHODS**

Assurity will accept the following methods of payments for initial and renewal premium and contributions for cash value life insurance, annuities or reversionary annuity products:

- Personal checks:
- Pre-authorized checks or drafts:
- Cashier's checks in amounts above \$10,000;
- Credit cards for initial and renewal premium and/or initial and renewal contributions;
- Money orders in amounts below \$200 per month per policy;
- Cash for renewal premiums or contributions where payment by cash has a historical basis;
- Cash for renewal premiums or contributions in the amount of \$1.00 as the initial premium on certain life insurance policies marketed by Assurity's Direct division;
- ACH and wire transfers for premiums or contributions where made by "worksite employers" and third-party administrators; and
- ACH and wire transfers for premiums or contributions where such a payment method has a historical basis.

Other forms of payment including producer personal checks, producer credit cards, cash, wire transfers, cashier's checks and money orders, except as noted above, will not be accepted.

You have the following responsibilities with respect to acceptable/unacceptable methods of payment:

- to communicate the restrictions on acceptable payment to applicants and customers in advance of accepting payment;
- to explain what forms of payment are acceptable and return the unacceptable payment immediately, if an applicant or customer gives you an unacceptable form of payment;
- to report difficulty dealing with an applicant or customer regarding the company's acceptable and unacceptable forms of payment to the person named in the "Communications" section of this document, and to obtain information with respect to forms of payment received by Assurity.

#### **TRAINING**

You are required to receive periodic, on-going anti-money laundering training as a condition of submitting annuity, reversionary annuity and individual cash value policy applications. Any applications you submit for such policies will be processed, but no policies will be issued until we receive evidence—satisfactory to us—that you have completed the required Life Insurance Marketing and Research Association (*LIMRA*) training. Assurity's approved producer anti-money laundering course is sponsored by LIMRA.

After you have submitted an application for a policy identified in the first paragraph of this section, a representative from our contracting department will contact you to verify that you have completed anti-money laundering training through LIMRA. If you have not had any acceptable anti-money laundering training, we will submit your name to LIMRA. After a three-day grace period, LIMRA will provide us login and password information, which we will provide to you. This information will give you access to their Web site to complete LIMRA's training course. Once you have completed the course LIMRA will notify us, and we will continue with any required processing.

