



# ACCORDIA LIFE

## Contracting Checklist

Agent/ Agency: \_\_\_\_\_

### Documents To Be Completed & Returned:

- Independent Producer Contract Appointment Application and Agreement [61010]
- Independent Producer Contract [16142]
- W-9 Form
- Individual State License(s)
- Corporate State License(s) (If Applicable)
- Proof of E&O
- VectorOne Debit-Check Agent/ Agency Authorization Form
- Assignment of Commissions Agreement [17966] (OPTIONAL)
- Electronic Funds Transfer [14216] w/Voided Check (OPTIONAL)
- AML Certificate (*Required if not completed through LIMRA.*)
- Annualization Advance Agreement - Per Policy [20007] (OPTIONAL)

### SEND TO:

**Mail:** Attention: Life Licensing  
American Brokerage Services  
803 East Willow Grove Avenue  
Wyndmoor, PA 19038  
**Email:** [lifesubmission@absgo.com](mailto:lifesubmission@absgo.com)



**805 E. Willow Grove Avenue-Suite 2B**  
**Wyndmoor, PA 19038**  
**[WWW.ABSGO.COM](http://WWW.ABSGO.COM)**  
**Phone: 215.233.9410**  
**Fax: 215.233.9416**

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### **States Requiring Income Tax Withholding for Non-Resident Commissions**

- California – 7 percent applies to Individuals and Corporations
- Nebraska – 6 percent applies to Individuals and Entities where at least 80% of shareholders are performing the services
- Pennsylvania – 3.07 percent applies to individuals only

Three states currently require withholding of income taxes on non-resident commissions paid for sales in those states. This pertains to Life business.

Withheld state taxes for the current tax year will be reflected at year-end on the agent's IRS Form 1099.

The tax applies to producers who are not residents of those states but receive commissions for sales within the state. We recommend that you consult with your tax advisor if you have any questions. Non-resident agents are responsible for reporting all commissions for business in these states in accordance with respective state laws.

Please refer to the individual state revenue department websites for further advice.

California Franchise Tax Board  
<https://www.ftb.ca.gov/>

Nebraska Department of Revenue  
<https://revenue.nebraska.gov/>

Pennsylvania Department of Revenue  
<https://www.revenue.pa.gov/>



## Debit-Check Agent/Agency Authorization Form

Vector One Operations, LLC dba Vector One (collectively with its affiliates, "Vector One") manages the secured web portal interactive computer service provided by Debit-Check.com, LLC a ("Debit-Check"). This Debit-Check Agent/Agency Authorization Form is by and among the undersigned ("you", "me", "I" or "my"), Vector One, and the Company (as defined below) and is used by Debit-Check subscribers who desire to be granted authorization from you for the submission and/or receipt of your personal information to the Debit-Check service as necessary to conduct a commission related debit balance screening. The undersigned company and its affiliates and authorized third parties (collectively, the "Company") is a Debit-Check subscriber. Accordingly, as part of the contracting and appointment process or determination of eligibility for advancement of commissions, the Company may conduct a commission related debit balance screening via Debit-Check in order to determine your eligibility and may continue to conduct periodic commission related debit balance screenings as determined in the Company's sole discretion following the engagement of any employment, appointment, contract, tenure, or other relationship with the Company.

**Access to Debit-Check Information:** You can obtain your commission related debit balance information by contacting the Vector One Agent Hotline at (800) 860-6546.

### AGENT/AGENCY'S STATEMENT – READ CAREFULLY

The Company is hereby authorized to obtain and conduct a commission related debit balance screening through Vector One's Debit-Check secured web portal to determine if another Debit-Check subscriber has posted that I have an outstanding commission related debit balance. I understand that the Company may consider the results of the commission related debit balance screening in order to determine my eligibility to be contracted and appointed or determine my eligibility for advancement of commissions as an insurance producer and may continue to conduct periodic commission related debit balance screenings as determined in the Company's sole discretion following the engagement of any employment, appointment, contract, tenure, or other relationship with the Company. I understand and acknowledge that the Company may obtain commission related debit balance information through Debit-Check as state law allows. I understand that my information, including my name and social security number ("My Information") may be used for the purpose of obtaining and conducting a commission related debit balance screening. I further understand that in the event of termination or expiration of my employment, appointment, contract, tenure, or other relationship with the Company, whether voluntary or involuntary, if a commission related debit balance is owed to the Company, the Company may post My Information to the Debit-Check service which may be accessed by Debit-Check subscribers until such time the debit balance is satisfied or otherwise removed.

**BY SIGNING BELOW, I HEREBY (PLEASE INITIAL ALL STATEMENTS):**

(A) \_\_\_\_\_ Authorize the Company to use My Information for purposes of conducting a commission related debit balance screening, and periodic commission related debit balance screenings as determined in the Company's sole discretion following the engagement of any employment, appointment, contract, tenure, or other relationship with the Company, utilizing Debit-Check.

(B) \_\_\_\_\_ Authorize the Company to consider the results of the commission related debit balance screening in order to determine my eligibility to be contracted and appointed or determine my eligibility for advancement of commissions as an insurance producer.

(C) \_\_\_\_\_ Authorize and direct Vector One to receive and process My Information as necessary to intentionally disclose and furnish the results of my commission related debt verification screening, whether directly or indirectly, to the Company.

(D) \_\_\_\_\_ Authorize the Company to submit My Information to the Debit-Check service in the event of termination or expiration of my engagement with the Company, whether voluntary or involuntary, to the extent a commission related debit balance is owed to the Company.

(E) \_\_\_\_\_ Authorize and direct Vector One to receive and process My Information and intentionally disclose to any Debit-Check subscriber who submits an inquiry utilizing My Information the results of my commission related debit balance screening, which will contain My Information, to the extent a debit balance is owed.

**Agent/Agency Printed Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**FOR COMPANY USE ONLY**

**AGREED AND ACKNOWLEDGED BY COMPANY:**

Name of Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

## Producer Contracting Instructions



Policies Issued By:

**Accordia Life and Annuity Company**

P.O. Box 305030, Nashville, TN 37230-5030

Customer Contact Center – Tel: 877 462 8992 Fax: 800 262 6976

Thank you for your interest in Accordia Life and Annuity Company.  
Please make sure the following forms have been completed before submitting to your recruiter.  
Remember that the contracting process is not complete until all paperwork has been received and approved.

### REQUIRED DOCUMENTS

- Independent Producer Contract Appointment Application and Agreement (Form 61010)
- Signed Independent Producer Contract (Form 16142)
  - If signing on behalf of a corporation or partnership, include title.
- Include copy(s) of current license(s), individual and corporate
- Anti-Money Laundering Training Certification  
(Required for all vendors other than LIMRA.)
- State Specific Training Requirements (if applicable)
- Contract Transmittal Form (to be completed by Recruiter)

### OPTIONAL DOCUMENTS

- Electronic Funds Transfer (EFT), Authorization for Direct Deposit (ACH Credits) (Form 14216)
- Assignment of Commissions (if applicable) (Form 17966)  
(A W-9 must be attached for the entity to whom the commissions are being assigned.)

**Additional documentation may be required based on the type of distribution entity, with which you will be contracted.**

**Return all paperwork to your recruiter. Your recruiter will then forward your paperwork to Accordia Life and Annuity Company for contracting.**

# Independent Producer Contract Appointment Application and Agreement



Policies Issued By:

**Accordia Life and Annuity Company**

P.O. Box 305030, Nashville, TN 37230-5030

Customer Contact Center – Tel: 877 462 8992 Fax: 800 262 6976

## 1. NEW BUSINESS

New business pending or submitting new business with this appointment application.

Name of Proposed Insured

State of Sale

Application Signed Date

## 2. APPLICANT INFORMATION (NOTE: \*= Required field)

\*Last Name

\*First Name

Middle Initial

Former Name(s)

\*Gender

Male

Female

\*Social Security Number

\*Date of Birth

\*Residence Address

\*City

\*State

\*Zip Code

\*Business Address

\*City

\*State

\*Zip Code

\*Primary (Mailing) Address (*P.O. Box not accepted*)

\*City

\*State

\*Zip Code

Residence Phone

\*Business Phone

Fax

\*Email Address

\*National Producer Number (NPN#)

## 3. ERRORS & OMISSIONS COVERAGE (Required for Appointment)

**(Errors & Omissions certificate not required if this section is completed.)**

Are you currently covered by Errors and Omissions coverage?  Yes  No

If yes, what type of policy are you covered under?  Individual  Corporate

Provide E&O coverage carrier (*required*)

Policy # (*required*)

Expiration Date

NOTE: You are required to maintain Errors & Omissions (E&O) insurance coverage at all times with policy limits of at least \$1,000,000 per claim/\$1,000,000 annual aggregate, or such other limits as we may require from time to time.

# Independent Producer Contract Appointment Application and Agreement



This application is incomplete without all pages.

## 4. QUESTIONNAIRE

Respond to all questions for you personally and on behalf of any organization over which you have exercised or currently exercise control.

If you answer "yes" to any questions (c) through (k), then you must attach an explanation and related documents (e.g. orders, settlement agreements, Section. 1033 waiver, etc.).

- |   |  |
|---|--|
| a) Have you ever applied for a contract with any of the Accordia Life and Annuity Company (or predecessor) company?<br>If yes, then list the Accordia Life and Annuity Company agent codes: _____   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| b) Do you hold, or have you ever held, a securities license?<br>If Yes, who is/was your broker dealer: _____<br>Applicant CRD #: _____  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| c) Have you ever had your insurance license, securities license, or other fiduciary license suspended or revoked, or have you ever had an application for an insurance license denied by an insurance department? ( <i>other than for noncompliance with continuing education or renewal fee requirements</i> )   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| d) Have you <u>ever</u> had a complaint filed, a regulatory inquiry, investigation, an arbitration, or been sued by an insurance department, FINRA, state securities office, attorney general or any other regulatory agency?   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| e) Has any lawsuit or claim ever been made against you, your surety company, or errors and omissions insurer arising out of your sales or practices, or, have you been refused surety bonding or E&O coverage?  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| f) Are you presently involved in any litigation?  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| g) Do you have unsatisfied judgments or liens (including state or federal tax liens) against you?   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| h) Have you ever been charged with or pled guilty to, nolo contendere to or been found guilty of any felony or of any misdemeanor, or, are you now under indictment?<br><i>If you were convicted of any felony involving dishonesty or a breach of trust, then you must provide us with proof of written consent from the State Insurance Commissioner to work in the insurance business. (See 18 U.S. Code Sec. 1033).</i> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| i) Does any insurer or other person or entity, claim any commission chargeback or other indebtedness from you as a result of any insurance transactions or business?  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| j) Have you ever been discharged from any employment or had an agent contract terminated for reasons other than low production?   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| k) Have you filed for bankruptcy in the last 7 years?   | <input type="checkbox"/> Yes <input type="checkbox"/> No |

**Note:** Any post initial application for contracting adverse actions that may be taken against you in regard to questions (c) through (k) must be reported to the Accordia Life and Annuity Company Legal Department within 5 days of such change.

## 5. ANTI-MONEY LAUNDERING TRAINING ACKNOWLEDGEMENT (*select one*)

- |  |                          |
|--|--------------------------|
| I have completed Anti-Money Laundering (AML) training online via LIMRA   | <input type="checkbox"/> |
| I have completed Anti-Money Laundering (AML) training via another insurance company or a third-party provider that meets the requirements of the USA PATRIOT Act. <i>I have provided suitable proof of the alternate training.</i> | <input type="checkbox"/> |
| I have not yet taken the Anti-Money Laundering (AML) training, but I am aware that I must submit proof of training prior to solicitation of new business or within 30 days of appointment  | <input type="checkbox"/> |

# Independent Producer Contract Appointment Application and Agreement



This application is incomplete without all pages.

## 6. RECRUITER / CORPORATION / CONTACT INFORMATION

### Recruiter Information

Recruiter Corporate or Individual Name

Recruiter Phone

Recruiter Fax

Recruiter #

### Corporation Information

Corporation Name

Tax ID Number

Names on Corporate License

Corporate Address

### Contact Information - For contracting questions, please contact:

Name

Phone #

Email Address

## 7. DECLARATION AND AUTHORIZATION

By my signature below, I acknowledge that I have read the attached copy of the Independent Producer Contract and I understand this Application will form and become a part of my Contract. I agree to be bound by all of the terms and conditions of the attached Contract including any schedules, supplements, and amendments. I agree that, if appointed, any misrepresentation of facts herein provided will be grounds for termination of the Contract for cause at the sole discretion of Accordia Life and Annuity Company. I am not appointed to represent Accordia Life and Annuity Company listed above until and unless this Application is accepted by the companies. Upon acceptance of my application, the Contract shall consist of this Application, the Independent Producer Contract attached hereto, and any changes thereto the Accordia Life and Annuity Company make from time to time, as posted on the agent website or as Accordia Life and Annuity Company may notify me in writing. I represent and warrant that all information and answers to questions are true and complete.

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.

Independent Producer Signature

Date (mm/dd/yyyy)

# Independent Producer Contract Appointment Application and Agreement



This application is incomplete without all pages.

## 8. CONSUMER REPORT AND DEBIT CHECK AUTHORIZATION

### Authorization and Release for Use of Consumer Reports

In making this application for an Independent Producer Contract, I understand that a credit report and consumer investigation may be prepared. I understand that such reports may be prepared whereby information about me is obtained through personal interviews with neighbors, friends, or others with whom I am acquainted. These reports include information as to my character, reputation, personal characteristics, and mode of living. I understand that I have the right to make a written request within a reasonable period of time to receive additional detailed information about the nature and scope of any investigation performed in preparing such reports. I understand that the Company may disclose to upline agent(s) and/or recruiter(s) any reports referred to in this Authorization, including any information obtained in the future on my sales or other activities and including any information relating to any termination of my contract with the Company and I authorize the Company to disclose any such information. The Vector One network will be checked for any reported outstanding producer debt with previous employers. I hereby authorize the Company to procure a credit report and/or consumer investigative report and release the Company from all liability in connection from procuring and using such reports. This authorization and release, in original or copy, shall be valid for this and any other reports or updates.

### For California, Minnesota, and Oklahoma Residents Only

Pursuant to the laws and regulations of the states of California, Minnesota, and Oklahoma, you are hereby notified that a consumer credit report may be obtained through the following entities in connection with this application:

Business Information Group	Vector One	NAIC
PO Box 541	PO Box 12368	2301 McGee Street, Suite 800
Southampton, PA 18966	Scottsdale, AZ 85267-2368	Kansas City, MO 64108-2662

Please indicate below whether or not you wish to receive at no charge to you a copy of these reports.

Yes  No

I also authorize the Company to share with the Company's affiliates and/or subsidiaries with which I may contract now or in the future any credit reports and consumer investigation reports that may be obtained. I also authorize the Company to continually obtain credit reports and consumer investigation reports in the future without prior approval by me and without notice by the Company for as long as I may be contracted with the Company.

### Debit-Check Producer/Agency Authorization Form

Vector One Operations, LLC dba Vector One (collectively with its affiliates, "Vector One") manages the secured web portal interactive computer service provided by Debit-Check.com, LLC a ("Debit-Check"). This Debit-Check Producer/Agency Authorization Form is by and among the undersigned ("me", "I" or "Producer" Vector One, and the Company (as defined below) and is used by Debit-Check subscribers who desire to be granted authorization from Producer for the submission and/or receipt of Producer's personal information to the Debit-Check service as necessary to conduct a commission related debit balance screening. The undersigned Company and its affiliates and authorized third parties (collectively, the "Company") is a Debit-Check subscriber. Accordingly, as part of the contracting and appointment process or determination of eligibility for advancement of commissions, the Company may conduct a commission related debit balance screening via Debit-Check in order to determine Producer's eligibility and may continue to conduct periodic commission related debit balance screenings as determined in the Company's sole discretion following the engagement of any employment, appointment, contract, tenure, or other relationship with the Company.

Access to Debit-Check Information: Producer can obtain commission related debit balance information by contacting the Vector One Agent Hotline at (800) 860-6546.



# Independent Producer Contract Appointment Application and Agreement



## 8. CONSUMER REPORT AND DEBIT CHECK AUTHORIZATION *(continued)*

### PRODUCER/AGENCY'S STATEMENT – READ CAREFULLY

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### BY SIGNING BELOW, I HEREBY:

- (A) Authorize the Company to use My Information for purposes of conducting a commission related debit balance screening, and periodic commission related debit balance screenings as determined in the Company's sole discretion following the engagement of any employment, appointment, contract, tenure, or other relationship with the Company, utilizing Debit-Check.
- (B) Authorize the Company to consider the results of the commission related debit balance screening in order to determine my eligibility to be contracted and appointed or determine my eligibility for advancement of commissions as an insurance producer.
- (C) Authorize and direct Vector One to receive and process My Information as necessary to intentionally disclose and furnish the results of my commission related debt verification screening, whether directly or indirectly, to the Company.
- (D) Authorize the Company to submit My Information to the Debit-Check service in the event of termination or expiration of my engagement with the Company, whether voluntary or involuntary, to the extent a commission related debit balance is owed to the Company.
- (E) Authorize and direct Vector One to receive and process My Information and intentionally disclose to any Debit-Check subscriber who submits an inquiry utilizing My Information the results of my commission related debit balance screening, which will contain My Information, to the extent a debit balance is owed.

Signature of Producer

Date *(mm/dd/yyyy)*

Printed Name

Social Security Number

# Independent Producer Contract



Policies Issued By:

**Accordia Life and Annuity Company**

P.O. Box 305030, Nashville, TN 37230-5030

Customer Contact Center – Tel: 877 462 8992 Fax: 800 262 6976

Producer (printed name): \_\_\_\_\_ Date: \_\_\_\_\_

This Contract is made between the Accordia Life and Annuity Company and its predecessors, successors and/or assigns (“we” and “us”) and the person, firm or corporation named above (“you” and “Producer”).

## 1. Appointment

We hereby appoint you to act as our independent producer, subject to the terms and conditions stated below, to procure applications for the insurance products described in the attached addendums. You are authorized to solicit only those insurance products where the products have been approved for sale by the respective state insurance authority and you have been properly licensed. You agree to comply with all applicable governmental statutes, regulations, rules, regulatory opinions, decisions and other laws in conducting insurance business, and with our rules, policies, guidelines, operating procedures, etc. that we publish from time to time. You agree to make reasonable efforts to determine the insurable needs and interests and/or financial objectives of the customer based upon relevant information obtained from the customer and enter into transactions that assist the customer in meeting their insurable needs and interests and/or financial objectives including, but not limited to, conducting an insurance suitability analysis as may be required by law or Company practice. You may not apply as an owner of any insurance policy on the life of a prospective customer, nor list yourself as beneficiary of any such policy, unless you have a legitimate insurable interest in the life of the proposed insured as determined by appropriate law and by us. You may not make any representations, promises or warranties regarding product benefits or values not specifically stated in the insurance contract. This includes any statements or representations, oral or written, that any non-guaranteed elements in the contract are guaranteed. This includes statements or representations about projected non-guaranteed values or benefits, the number or amount of premiums due, or any non-guaranteed rates. You agree to notify us upon receipt of any customer complaint you or any of your sub-producers receive concerning you or any of your sub-producers, or us or any of our products, in accordance with any complaint handling policy, procedure or guideline as we may publish from time to time. You also agree to promptly notify us of any regulatory fine, penalty, license restriction or suspension, or the commencement of any regulatory investigation involving you or any of your sub-producers. You also agree to give your full and complete cooperation in responding to any customer complaint or inquiry and will promptly respond, in writing, if and when we so request. You may not provide any legal, investment or tax advice on our behalf.

## 2. Independent Contractor

You are our independent contractor. Nothing contained in this Contract may be construed to create an employer-employee relationship between you and us. You are free to exercise independent judgment as to the time, place and manner you may perform the acts you are authorized to perform under this contract; but from time to time we may set forth certain rules, policies, guidelines and operating procedures with respect to the conduct of business by which you must abide. You have no authority, express or implied, to act in any manner or by any means for or on behalf of us in any capacity other than that of an independent contractor, and you have no authority to act in any manner except as herein expressly set forth. No authority may be implied from the authority expressly granted herein. All applications for insurance contracts must be acceptable to us in our sole discretion and our right of acceptance or rejection is absolute and unrestricted. For commissions paid on all premiums, you are an independent contractor and are responsible for withholding and reporting any and all taxes, such as federal, FICA, state withholding and any local self-employment taxes on your commissions.

## 3. Authority over Producers

You have authority to recruit and recommend to us individuals to be appointed as our producers. No recommendation or application for appointment or contract will be effective until approved by us at our home office. You may designate producers on whose production you are to receive compensation from us, in a form that is acceptable to us. You are responsible for the activities of any such producers on whose production you are entitled to receive and/or have received compensation from us (referred to as “your producers”). You are responsible for providing proper and adequate supervision and training of your producers, and for such producers’ compliance with the terms and conditions of their contracts with us and with all applicable governmental statutes, regulations, rules, regulatory opinions, decisions and other laws in conducting insurance business, and with our rules, policies, guidelines, operating procedures, etc. that we publish from time to time. You are responsible for all tax reporting that may be required with respect to your producers, including any withholding and reporting such as federal, FICA, state withholding and any local self-employment taxes.

#### **4. Company's Exclusive Authority**

Only we have the authority to change any of the terms, rates or conditions of our contracts or policies. You, on your own behalf or on behalf of your producers, have no authority personally or on our behalf to make, modify or waive any of the terms or conditions of any insurance contract; to bind us by making any promise or by accepting any representation or information not contained in an application for an insurance contract; or to incur any obligation or liability for which we shall be responsible. We may at our discretion:

- a) Modify or amend any insurance contract;
- b) Set maximum and minimum limits on the amount for which any insurance contract may be issued;
- c) Modify the conditions under which any insurance contract may be sold;
- d) Discontinue or withdraw any insurance contract from your state(s);
- e) Cease doing business in your state(s);
- f) Establish rules governing the commissions to be paid on any insurance contract which has been reinstated, converted or has replaced an existing insurance contract;
- g) Determine the amount of commissions to be paid on insurance contracts not enumerated herein;
- h) Make charges for rejected, undelivered or reissued insurance contracts;
- i) Audit the sales and marketing business practices of you or any of your producers, which may include onsite audits.

#### **5. License**

Subject to rules we may establish from time to time, we may pay license appointment fees required by the state in which you have your principal place of business.

#### **6. Receiving Premiums**

You have the authority to collect the first premium only and shall promptly remit that premium to us. We do not accept premium payments collected in the form of cash, money order, traveler's checks, third-party checks or "blank" (counter) checks. You may not commingle policyowner premiums with your personal funds or with your agency funds, and premium payments may not be remitted from personal or agency accounts (except on policies you personally own or except as specifically otherwise agreed in advance in writing). All monies received by you for or on behalf of us must be made payable to us, and you are not authorized to endorse or cash checks, drafts, money orders or financial instruments made payable to us. With respect to an application for a life insurance contract, if you collect an initial premium payment at the time of application you are to provide a completed Conditional Receipt Agreement to the customer with a copy to us along with the premium payment.

#### **7. Advertising**

You are responsible for knowing all laws, regulations and standards relating to the marketing and sale of insurance contracts in all states where you are licensed and/or conducting business.

Any sales promotion, sales material or other advertising material you use in connection with the solicitation and/or sale of our products must be submitted to us for our prior written approval of each specific item, pursuant to our published Advertising Guidelines.

#### **8. Delivery of Policies**

Insurance contracts must be delivered promptly within our published delivery period. The delivery receipt along with all amendments, illustrations and any other required acknowledgements must be signed by the policy owner and returned to us within the delivery period. Those insurance contracts not delivered within our published delivery period must be returned to us promptly.

#### **9. Return of Premium/Chargebacks**

At any time, we may reject, decline, cancel, rescind, or modify applications for insurance contracts for any reason and at our sole discretion, and we may return the premium or any portion thereof to the customer. At any time, we may cancel or rescind any insurance contract for any reason and at our sole discretion and we may return the premium or any portion thereof to the contract owner. You are not entitled to any compensation with respect to any returned premiums, or on any insurance contracts that are rescinded, declined, or canceled by us for any reason. Upon our written demand, you will return to us any commission or other compensation paid to you and/or your producers on insurance contracts that are rejected, canceled, rescinded, not taken, or modified, and/or on returned premiums. Any such compensation that is not returned to us upon our written demand will become an indebtedness of yours. With respect to insurance contracts which are canceled within the "free look" period, we will chargeback to you the entire commission and/or other compensation paid on such insurance contract. You will return to us within five (5) days of written demand any commissions and/or other compensation due to us with respect to this paragraph.

## 10. Other Company Policies, Procedures and Guidelines

You are responsible for reviewing, understanding, and complying with all of our policies, procedures and guidelines which we publish from time to time, which are located on our producer extranet website. You acknowledge and agree to review these policies, procedures, and guidelines upon confirmation of your appointment with us and to review them periodically throughout the term of your appointment. You will abide by, and will ensure that all of your producers abide by all such policies, procedures and guidelines that we may establish from time to time including, without limitation, our Agent Market Conduct & Compliance Guide, Life Insurance Suitability & Best Practices Guide, Replacement Guidelines, Advertising Guidelines and Premium Financing Guidelines, as well as all applicable state and federal insurance laws and regulations. You acknowledge and agree that all such policies, procedures and guidelines may be revised or discontinued by us at any time and from time to time, in our sole discretion and without prior notice to you.

You are required to maintain Errors and Omissions (E & O) insurance coverage at all times with policy limits of at least \$1,000,000 per claim/\$1,000,000 annual aggregate, or such other limits as we may require from time to time. You must provide us with satisfactory evidence of such E & O coverage as we may reasonably request from time to time, but at a minimum annually. You acknowledge and agree that the Company may withhold all commissions and/or other compensation due to you pursuant to this Contract until you provide satisfactory evidence of the minimum E & O coverage limits described above. You must provide us with notification within ten (10) days of any cancellation, change of policy provisions or carrier, or other termination of such E & O coverage. Failure to maintain said E & O coverage may result in your suspension or termination of your contract.

## 11. Information Security Obligations

We may from time to time provide you or your producers with certain non-public personal financial and health information of our customers ("Customer Information") for the purpose of performing services for us or functions on our behalf. You are expressly prohibited from disclosing or using Customer Information other than to carry out the purposes for which we disclosed the information. Subject to applicable state or federal law provisions, such purposes include the joint marketing and/or marketing services of our products. You will keep all Customer Information strictly confidential. You will comply with all federal and state requirements regarding the disclosure of Customer Information, including but not limited to the provisions of HIPAA.

"Customer Information" means information in any form that you or your producers obtained, had access to or created in connection with your obligations under this Contract that is not publicly available and that could potentially identify a specific individual. Customer Information includes: personal identifiers such as name, address, phone number, date of birth, and Social Security number; "nonpublic information" as that term is defined in the New York Cybersecurity Requirements for Financial Services Companies, 23 NYCRR 500; "protected health information" as that term is defined in the Health Insurance Portability and Accountability Act, 45 CFR Part 160.103; "nonpublic personal information" as that term is defined in the Gramm-Leach Bliley Financial Modernization Act of 199, 15 USC 6809; credit and debit card numbers, "cardholder data", and "authentication credentials" as those terms are defined in the Payment Card Industry Data Security Standards; other financial or customer account numbers, access codes, driver's license numbers; and state- or federal-identification numbers such as passport, visa or state identity card numbers. Customer Information may also include the fact that the individual has applied for, is insured under, or has purchased an insurance contract issued by the Company.

For purposes of this Contract, "applicable law" means any state or federal law, rule or regulations including, but not limited to, state insurance law and regulations and the Gramm-Leach-Bliley Act and related federal regulations.

You may use Customer Information only for the purpose of fulfilling your obligations under the Contract. You will limit access to Customer Information to your employees, producers and other parties who need to know such Customer Information to permit you to fulfill your obligations under the Contract and who have agreed to treat such Customer Information in accordance with the terms of the Contract. You shall not disclose or otherwise make accessible Customer Information to anyone other than to the individual to whom the information relates (or to his or her legally authorized representative) or to other persons pursuant to a valid authorization signed by the individual to whom the information relates (or by his or her legally authorized representative), except as required for you to fulfill your obligations under the Contract, as otherwise directed by the Company, or as expressly required by applicable law.

Producer represents and warrants that it maintains a comprehensive written information security program and corresponding technical controls sufficient to protect the confidentiality, integrity, availability and security of the Customer Information and any other non-public business information (collectively "Confidential Information") entrusted to it by Company. Producer further represents and warrants that Producer's collection, access, use, storage, and destruction of Confidential Information will comply with all applicable laws, including but not limited to applicable privacy and data security regulations.

If Producer learns or has reason to believe that Confidential Information has been disclosed to, or accessed or used by, an unauthorized party, Producer will promptly, but in no event later than twenty-four (24) hours from becoming aware of such incident, provide written notice of the incident to Company. Such notice shall be sent to Company, attention Sarah Patterson, Legal Officer, One Financial Plaza, 755 Main Street, 24<sup>th</sup> Floor, Hartford, CT 06103. Such notice must include all material details concerning the incident. Producer shall promptly use all commercially reasonable efforts to contain and control any data breach event to prevent the unauthorized access to or misuse of Confidential Information, and shall provide updates to Company, upon request, relating to the investigation and resolution of such event.

## 12. Contract Non-Assignable

Any assignment or pledge of your commissions under this Contract must have our prior written consent, and is subject to our prior security interest and right of offset. All other rights under this Contract are personal to you and may not be transferred or assigned by you.

## 13. Compensation

Compensation, fees, and bonuses, if any, will be paid in accordance with the commission schedule provided to you, as modified from time to time, for production by you or your producers. Amounts payable to you on sales by your producers will be reduced by the amount payable to such producer(s), so that you will receive only the override on such sales. We reserve the right to revise the commission and/or service fee rate levels set forth in the commission schedule at any time and from time to time, at our sole discretion. You must obtain your commission statements and production reports by accessing our producer extranet website. If commissions are payable to you by an upline producer under a "zero comp" or "license only" arrangement, you agree that we have no obligation to pay any compensation directly to you and you agree to indemnify and hold us harmless from all losses and expenses, including attorneys' fees, resulting from any claim by you for such compensation, notwithstanding anything contained herein to the contrary. You agree that you must be properly licensed and appointed, as required by applicable law, to receive Compensation under this Contract. Company shall not be obligated to make any payments that would be in violation of any law or regulation, as determined by Company in its sole discretion. We may amend from time to time the terms and conditions for payment of Compensation as set forth on any supplement. We will give you written notice of any such amendment. No amendment will reduce the Compensation paid to you on business sold by you or your producers prior to the effective date of the amendment. To the extent you are required by any state or federal law to disclose to a consumer your compensation earned, you will abide by any and all such requirements in a timely manner. You shall not discount or offer to discount premiums and you shall not engage or offer to engage in the direct or indirect rebating of compensation that is paid or payable in connection with the sale or purchase of our insurance products whether or not permitted under applicable state law.

No compensation or other fees will be paid on premiums waived under the provisions of any policy procured by you or any of your producers.

## 14. Indemnity and Indebtedness/Right of Set-Off

You agree to indemnify and hold us harmless for any losses, claims, liabilities, lawsuits, costs or expenses we incur (including attorneys' fees and costs) as a result of any acts or omissions by you or your producers, regardless of any alleged fault by us. This indemnity and hold harmless will extend to any indebtedness you or your producers incur (including the costs of collection and attorney's fees including, but not limited to, commission chargebacks as described in paragraph 9 of this Contract). You agree to pay any debit balance owed to us when due, and any debit balance(s) of your producers remaining after completion of any debt collection we may undertake.

You grant to us a first priority security interest in all compensation payable to you to the extent of any indebtedness or other obligation you or your producers owe to us, and we will have the right of offset against any such compensation or any other monies paid or owed to you. Any amount not fully paid within thirty (30) days of demand will bear interest at the rate of 6.75% per year, as amended from time to time upon notice to you.

## 15. Termination

This Contract may be terminated with or without cause by either you or us immediately upon written notice to the last known address of the other party. This Contract is terminated automatically without cause upon your death if it is an individually-signed (non-corporate) contract, or if you are a partnership, LLC or corporation, upon any event legally or contractually causing the dissolution of that entity. We may terminate this Contract "for cause" immediately upon written notice to your last known address. "For Cause" shall include, but not be limited to, the following:

- a) you withhold, embezzle or misappropriate any money or other property belonging to us, to a policyowner or to an insured;
- b) you subject us to a liability;
- c) you fail to comply with the laws, rules or regulations of any federal, state or other governmental agency or body having jurisdiction over you or us, or with our rules and operating procedures, including without limitation those rules and procedures set forth in our Agent Market Conduct & Compliance Guide and our OFAC and AML policies and procedures;
- d) you commit a material breach of this Contract;
- e) you commit any fraud or material misrepresentation of fact including but not limited to misrepresentation of any fact on the Contract application;
- f) you fail to pay any indebtedness to us upon demand;
- g) you are, or have ever been, convicted of or plead guilty or nolo contendere ("no contest") to any felony or to any crime involving dishonesty, breach of trust, or violation of any federal law;
- h) you are not a duly licensed insurance agent;
- i) you engage directly or indirectly in rebating of commissions payable or paid in connection with the purchase of insurance contracts; or
- j) you engage in any effort to systematically replace the policies or contracts written with us by you or your producers.



Upon termination for cause, no further compensation will be payable hereunder. Except as otherwise provided, first year and renewal commissions will be fully vested as premiums are applied. Upon termination with or without cause, no further service fee commissions or performance and persistency bonus payments, if any, will be payable, and supplies and all other property and materials, including marketing materials and company business cards, furnished by us must be returned to us within ten (10) days. In addition, any bonus plan and finance plan payments, if any, will cease upon any termination of this contract, unless agreed to otherwise by us in writing.

Following termination with or without cause, we may withhold any compensation or other monies payable to you for a period not to exceed 365 days.

#### **16. Suspension**

We retain the right, with or without prior notice, to place you and/or any of your producers on suspension and/or suspend the processing of any submitted insurance or annuity applications as a result of (i) any suspected or alleged misconduct; (ii) any violation, breach, suspected violation or suspected breach of any provision hereof; or (iii) any complaint issued or disciplinary action taken, by any state or federal insurance agency or department, the Financial Industry Regulatory Authority, Inc., or any other governmental or quasi-governmental entity. During the period of suspension, suspended agents may not take any action to solicit or procure applications for our products, directly or through your agents, producers, brokers, or employees. Furthermore, during the period of suspension, suspended producers will not be entitled to qualify for any reward, incentive or other promotional programs including, but not limited to, conference credits, previously awarded to them or awarded during the period of suspension. The period of suspension will not exceed three (3) months or such longer period as we may deem appropriate for the investigation of such violation or suspected violation. We reserve the right to terminate you or any of your producers at any time during the period of suspension and the duration of the suspension will count towards any requirement that you or your producer receive notice of termination, including the notice requirements set forth in Section 15 above.

#### **17. Arbitration**

You and we agree that any disputes arising out of or relating to this Contract will be arbitrated in accordance with the Rules of the American Arbitration Association and the Federal Arbitration Act. Notwithstanding this, you and we agree that only the Company has the right to waive the provisions of this paragraph, at its sole and absolute discretion. Arbitration may not be initiated unless the party requesting arbitration has given the other party at least 30 days prior written notice of its intent to initiate arbitration and a detailed description of the basis of the dispute. A single arbitrator (or, in any matter in which the amount in controversy exceeds \$100,000, a panel of three arbitrators) shall interpret this Contract in accordance with Iowa law without resort to conflicts of laws rules and shall conduct proceedings in accordance with the Federal Rules of Civil Procedure. Any punitive damages awarded by the arbitrator(s) shall not exceed two times compensatory damages awarded. Any award of the arbitrator shall be deemed final and judgment upon such award may be entered and enforced in any Iowa District Court and transferred to any other jurisdiction. Such arbitration will be held in Des Moines, Iowa.

#### **18. Non-Interference**

**As a condition of, and material inducement to the consideration set forth herein,** you agree you will not, for a period of two (2) years following termination of this Contract, directly, indirectly, or through others, induce or urge any policyowner, after termination of this Contract, to lapse, exchange, surrender or otherwise terminate any policy, or induce or urge any employee or member of our field force to terminate any relationship with us. In the event this provision is violated and without limitation of our other remedies, all your rights to Compensation under this Contract will immediately cease and you will be liable for any damages we suffer. You further agree that money damages for your breach of this provision will be inadequate and that we are also entitled to seek injunctive relief to prevent further breaches of this provision. We may seek that injunctive relief, coupled with any claim by us for damages, in any state or federal district court in Des Moines, Iowa, and you agree that those courts have personal jurisdiction over you for the purpose of such actions, which shall not be subject to the Arbitration provisions of this Contract.

#### **19. Contract Binding on Principals**

In the event that you are contracting with us as a corporation, partnership, LP, LLC., or other business entity, it is further agreed and guaranteed by the principals of said business entity that all terms and conditions of this Contract shall be binding on them severally and jointly in the same manner as upon the entity named as the producer.

**20. Consent to Electronic Agreement & Notice**

In the event that you enter into this Contract by electronic means through our website, you hereby agree and consent that this Contract shall be legally binding upon your estate, heirs, executors, administrators, personal representatives, successors and assigns. You hereby waive any and all defenses that this Contract was not in writing or properly executed as may be required by the Statute of Frauds or any other similar law, rule or regulation. You hereby agree that we fulfill our obligation to deliver to you any document, statement, notice, or other communication if sent via electronic delivery. Documents sent by electronic delivery will contain all the information as it appears in the printed hardcopy version as prepared and distributed by the originator, with the possible exception of graphic insertions such as photographs or logotypes. Electronic delivery may be in the form of an email, an electronic mail attachment, or in the form of an available download from our website. You represent that you will download the relevant document promptly after receiving notice of its availability. Should you experience any difficulty opening a document electronically delivered by us, you will promptly advise us in order to allow us to make the required delivery by other means. Failure to advise us of such difficulty within forty-eight hours after delivery shall serve as an affirmation that you were able to receive and open said document.

**21. Entire Agreement**

Except for compensation payable with respect to business sold under any previous contract between you and us, this Contract supersedes any previous agreements between you and us. This Contract sets forth the entire agreement between you and us and may not be altered or modified except in a writing signed by you and our authorized officer. Notwithstanding the foregoing, we reserve the right to amend this Contract at any time, effective on a prospective basis only. Such amendment will be effective at such time as we display new Contract provisions at our agent website or when we notify you of such changes. Your continuation of the relationship created hereby will be deemed to be your acceptance of such changes. You may request the most current edition of this Contract by calling or writing us.

Except for our right to amend this Contract from time to time as stated above, and notwithstanding any law recognizing electronic signatures or records, for purposes of providing notices required or permitted by this Contract, waiving any right under this Contract, or amending any term of this Contract, "a writing signed," "in writing" and words of similar meaning, shall mean only a writing in a tangible form bearing an actual "wet" signature in ink manually applied by the person authorized by the respective party, unless both parties agree otherwise by making a specific reference to this section.

No forbearance or neglect by us to enforce any term, condition, or provision of this Contract shall be construed as a waiver of any of our rights or privileges hereunder or affect our rights arising from any default or failure of performance by you. You agree that a declaration of invalidity or unenforceability of any particular provision or provisions of this Contract will not in any manner affect any other provision and that you will comply fully with all remaining provisions contained herein.

The provisions of any supplemental addendums, amendments or schedules attached hereto, including the Contract application signed by you and attached hereto, are incorporated in this Contract in their entirety by this reference, as if fully set forth herein.

This Contract shall be governed by the laws of the State of Iowa, without regard to principles of conflicts of law. In addition, if the provisions of Paragraph 17 of this Contract (Arbitration) are waived by the Company, or are otherwise unenforceable, the parties agree that the Iowa District Court for Polk County and/or the United States District Court for the Southern District of Iowa shall have exclusive jurisdiction over any and all disputes that may arise from or with respect to this Contract, consent to such subject matter and personal jurisdiction in Iowa, and agree that proper venue exists therein.

This Contract will be effective upon acceptance by the Company, which may be reflected by the Company's appointment of you in any jurisdiction, or by the payment of any Compensation to you by the Company.

Producer Signature	Producer Printed Name	Date (mm/dd/yyyy)
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Electronic Funds Transfer (EFT)  
 Authorization For Direct Deposits (ACH Credits)  
 (For Agents Use Only)



Policies Issued By:

**Accordia Life and Annuity Company**

P.O. Box 305030, Nashville, TN 37230-5030

Customer Contact Center – Tel: 877 462 8992 Fax: 800 262 6976

**1. TYPE OF REQUEST (Select One):**

New Request     Change Request

**2. INFORMATION ABOUT THE AGENT**

The EFT information provided will be applied to all agent numbers but will not cancel or change any Assignment of Commissions currently in place.

First Name	Middle Initial	Last Name	Date of Birth (mm/dd/yyyy)	
Social Security Number	Contact Telephone Number	Email Address		
Street Address		City	State	Zip Code

**3. INFORMATION ABOUT THE CORPORATION (if assigning commissions)**

Corporation Name	Tax Identification Number
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**INSTRUCTIONS**

This form is used to request direct deposit of your commissions into your bank account. Please provide all information requested on this form. Missing or incomplete information may delay the processing of your request.

**4. BANK INFORMATION**

I (we) hereby authorize Accordia Life and Annuity Company to initiate credit entries as follows:

Account Name (as it appears on the account):

Bank Name:

Routing / Transit / ABA Number (Bottom left of check):

Account Number (Bottom center of check):

Type of Account:

- Checking – Please attach a voided check for the listed account.
- Savings – Please attach a deposit slip for the listed account.

If you are unsure about the correct way to complete the form, please reference the sample check information below.





Electronic Funds Transfer (EFT)  
Authorization For Direct Deposits (ACH Credits)  
(For Agents Use Only)



**5. YOUR CONFIRMATION**

I acknowledge that:

- 1) This request is to remain in full force and effect until Accordia Life and Annuity Company has received written notification of termination in such time and in such manner as to afford the Company and the Depository a reasonable opportunity to act on the notification.
- 2) I authorize Accordia Life and Annuity Company to make interim payments by check to the address of record unless payments are currently being sent to an alternate address. If payments are currently being sent to an alternate address, I understand that the payment(s) will be mailed to that address until the direct deposit begins.
- 3) Funds will be released on the next cycle and may take 2-3 business days to reach your account. This processing time is dependent on your bank.
- 4) If attached voided check is to an entity other than the agent, we will deposit into that account with tax liability going to the agent's Social Security Number.
- 5) If the Agent intends to assign to a corporation, the attached check must be for the Corporation and an Assignment of Commissions Form must be completed; taxing liability will go to the Corporation's Tax Identification Number.

Authorized Signature

Date (mm/dd/yyyy)

# Assignment of Commissions



Policies Issued By:

**Accordia Life and Annuity Company**

P.O. Box 305030, Nashville, TN 37230-5030

Customer Contact Center – Tel: 877 462 8992 Fax: 800 262 6976

## INSTRUCTIONS

Commissions are paid directly to you by default using Check Pay or EFT (Electronic Funds Transfer). Use this form to assign commissions to a business entity.

- Payment options have the choice of either EFT (Electronic Funds Transfer) or Check Pay.
- EFT will generate each period and be in your bank account within approximately two business days.
- Check Pay will generate a check on the first business day of every month and will include the prior month's commission balance due

<p><b>Default Option:</b> Commissions generate to your Social Security Number (SSN) and are paid directly to you by either check or to the bank listed on your EFT form (14216). a. You will receive a 1099Misc.</p>	<p><b>Assignment of Commissions to a Business Entity:</b> Commissions generate to a business entity Tax Identification Number (TIN) and pay to the business entity. a. By electing this option, you instruct Accordia Life and Annuity Company to assign all commissions AND tax liability to the business entity per the terms below. b. The business entity will receive related tax documentation.</p>
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This form is effective for all life insurance applications submitted by the undersigned Producer to Accordia Life and Annuity Company (the "Company") beginning on the date this form is executed but not before the date the Company receives this form. Once Company takes receipt of this executed form, Producer and Company have created an agreement (the "Assignment") wherein Producer instructs Company to pay all appropriate commission amounts directly and solely to the undersigned Business Entity. This Assignment shall be subject to the terms and conditions of the Producer's producer contract with Company. Producer represents and warrants that Business Entity is properly licensed and appointed, as required by applicable law, to receive such payments. Company shall not be obligated to make any payments that would be in violation of any law or regulation, as determined by Company in its sole discretion. Producer specifically agrees that such payment will discharge Company's payment obligation as set out in the Producer's producer contract or any other payment contract.

This Assignment will terminate under the following circumstances: (1) Company takes receipt of appropriate written notification from Producer requesting an assignee change combined with an explicit release of the assignment of commissions from the Business Entity rendering this Assignment null and void; (2) Company takes receipt of appropriate written notification from Producer requesting an assignee change because Business Entity has ceased to exist; (3) Company, in its sole discretion, terminates this Assignment; or (4) dissolution of assignee. In all circumstances, Producer and Business Entity agree to allow Company sufficient time to process the termination request.

Producer hereby irrevocably releases any and all interest in and to any commissions and hereby indemnifies and holds the Company harmless from any and all claims, demands or causes of action arising out of any resulting payment of any such commissions, including any and all attorneys' fees, costs, and expenses arising out of the defense of any such claim, demand, or cause of action. The terms of this Assignment shall be governed by, and construed in accordance with, the laws of the State of Iowa.

Please complete and send this form ONLY if you are choosing Assignment of Commissions to a Business Entity.

### Assignment of Commissions

By signing this form, I certify that my title is current, accurate, and that I am authorized to act on behalf of the entity listed below.

Business Entity Name		Tax Identification Number (TIN)
Business Entity Address		
Business Entity Authorized Signature X	Title	Date (mm/dd/yyyy)
Producer Name (Please Print)	Producer#	Profile Code
Producer Signature X	Date (mm/dd/yyyy)	

## Understanding your Commissions – Per-Policy Annualization of Life New Business

Effective May 4, 2015, Accordia Life will offer per-policy annualization of first year commissions to eligible agents. The per-policy annualization methodology will be administered as follows:

- The default payment method for all agents is to be paid as earned.
- In order for policy commissions to be annualized on a per-policy basis, an agent's annualization limit must be established prior to policy issue, with an effective date on or before the application sign date. Similarly, if an annualization limit is to be increased, it must be processed and made effective prior to policy issue.
  - To establish or make changes to an annualization limit, an agent's top of hierarchy must complete form #20007 and submit to the Home Office prior to policy issue.
- For pending policies, the Annualization Advance Agreement effective date can be backdated to the application sign date of the oldest pending policy, but not prior to the application sign date of any issued policy.\* Policies already issued will not be affected.
- **Only policies set up on monthly PAC billing at the time of issue will be included in the annualization calculation.**
  - **Policies that are billed direct monthly, quarterly, semi-annually or annually will not be included in the annualization calculation.**
- **Agents will receive commissions based on 100% of the anticipated annual premium, up to the per-policy limit established by the agent's top of hierarchy.** All additional commissions will be paid on an as earned basis.
  - Only first year commissions will be annualized. Annualization does not apply to excess or renewal commissions.
- Unearned commissions will be recouped (charged back) at the time any one of the following events occur:
  - No additional premium is received within 90 days of issue
  - One year after issue, the total anticipated annual premium has not been received
  - Writing agent is updated to someone other than the original writing agent
  - Billing mode is updated to a mode other than monthly PAC
- Policies will be re-annualized after any reinstatement or reissue has been processed.
  - The policy must be set up on monthly PAC billing mode at the time of reinstatement or reissue.

\*Per-policy annualization is not available on any policy with an application sign date prior to 5/4/15.

# Request for Taxpayer Identification Number and Certification

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

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

<b>Print or type.</b>	<b>See Specific Instructions on page 3.</b>	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <hr/> <p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____</p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ► _____</p> <p><input type="checkbox"/> C Corporation</p> <p><input type="checkbox"/> S Corporation</p> <p><input type="checkbox"/> Partnership</p> <p><input type="checkbox"/> Trust/estate</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
		<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p>	<p>Requester's name and address (optional)</p>
		<p><b>6</b> City, state, and ZIP code</p>	
		<p><b>7</b> List account number(s) here (optional)</p>	

## 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 generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>												
				-			-					
<b>or</b>												
<b>Employer identification number</b>												
				-								

## 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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**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 for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ►	Date ►
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## General Instructions

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

# Annualization Advance Agreement – Per Policy



Mail or fax completed form to:  
P.O. Box 305030  
Nashville, TN 37230-5030

Contact us:  
Customer Contact Center – Tel: 877 462 8992 Fax 800 262 6976



P.O. Box 305030 - Nashville, TN 37230-5030  
Customer Contact Center – Tel: 877 462 8992

This Annualization Advance Agreement executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, (the "Annualization Agreement") between Accordia Life and Annuity Company (the "Company") and \_\_\_\_\_(the "Agent") is attached to and becomes a part of the Independent Agent Contract (the "Agent Agreement") between the Company and the Agent. The Company and the Agent agree as follows:

1. Advance commission: With respect to policies for which premiums are paid, and subject to the terms and conditions of the Annualization Agreement and the Company's discretion, the Company will advance first year commissions to the Agent up to the maximum limit set forth below, based on the Schedule of Commissions attached to the Agent Agreement, as it may be amended or substituted from time to time.
2. Repayment and Refund: In the event that any portion of an annual premium is not received by the Company, Agent will immediately repay to the Company the amount of annualized commissions paid on the unpaid portion of such premium. The Agent shall promptly refund any commission advance by the Company for policies issued but not accepted by the applicant. The Agent agrees that if the Company for any reason refunds a premium or any other payment on which any Compensation has been paid to the Agent, then such Compensation shall become an indebtedness of the Agent and the Agent will immediately repay to Company the amount of such Compensation.
3. Rules and regulations: The Company may determine, at its sole discretion, rules and regulations governing amounts and time of payment of advances and circumstances under which advancing will occur. These rules and regulations may be changed at any time by the Company. The Company reserves the right to refuse to advance commissions to the Agent and further reserves the right to discontinue commission advances to any Agent at any time.
4. Right of Set-off: All Compensation paid or payable under this Annualization Agreement by the Company is subject to the Company's prior and absolute right to receive and apply such amounts on account of all indebtedness, obligations and liabilities the Agent may owe to the Company, whether arising out of this Agreement, or otherwise, and on account of costs, expenses, damages and other liabilities (including attorney fees) which the Company may incur or be liable for due to or in connection with any act or failure to act on the part of Agent. This right of set-off shall include any Compensation payable after termination of this Agreement.
5. Lien/Security Interest: All indebtedness of Agent to Company whether arising out of this Agreement, or otherwise shall be immediately due and payable upon demand by the Company. Company shall have a first lien on and Agent hereby assigns to Company all Compensation, before and after termination of this Agreement, as security for payment of all indebtedness and all other amounts due or that become due to Company from Agent, and Agent agrees to pay interest on such indebtedness and other amounts as remain from time to time outstanding. Company may from time to time change the rate of interest charged by publishing such change in any manner. The lien created hereby shall not be extinguished by termination of this Agreement. Agent agrees to pay all costs and expenses (including attorney's fees and costs) incurred by Company in collecting any debt Agent owes to Company.
6. Rebating: The Agent acknowledges that the Company prohibits rebating of commissions under any circumstances. A rebate involves the payment of any premium (or portion thereof) by the Agent (directly or indirectly) or the return of value of any kind to the customer in connection with the purchase of insurance.
7. E&O coverage: Agent agrees to maintain errors and omissions liability insurance coverage of at least \$1 million per occurrence/\$1 million aggregate or such other level (higher or lower) as may be acceptable to the Company and the Agent will provide evidence of such insurance upon request.

8. Agent Investigation: The Agent agrees that the Company is authorized to obtain or have prepared a consumer report or an investigative consumer report as defined under the Fair Credit Reporting Act. The authorization is set forth in the Application for Agent Contract which is fully incorporated by reference herein.
9. Other Provisions: Other than as provided herein, execution of this Annualization Advance Agreement in no way changes, modifies or alters in any manner the provisions of the Independent Agent Contract, the terms and conditions of which are hereby incorporated by reference into this Agreement. The Arbitration provision of the Independent Agent Contract shall be applicable to any dispute arising out of or relating to this Agreement. This Agreement shall terminate simultaneously with the termination of the Independent Agent Contract.

In witness whereof, this Agreement has been signed by the parties hereto:

\_\_\_\_\_  
Agent's Printed Name

\_\_\_\_\_  
Social Security Number

X  
\_\_\_\_\_  
Agent's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agent #

\_\_\_\_\_  
Profile Code

Change all pending policies

Change these pending policies

\_\_\_\_\_

TO BE COMPLETED BY APPOINTING AGENCY

The maximum amount that may be advanced per policy to the agent: \_\_\_\_\_

Recommended and approved by:

Appointing Agency

X  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Appointing Marketing Organization/Agency

X  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date