



## ASSURITY Contracting Checklist

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

Direct Upline: \_\_\_\_\_ Agent #: \_\_\_\_\_

### Documents To Be Completed & Returned:

- ☐ Appointment for Application [04-072-05055]
- ☐ Consumer Report Disclosure and Authorization [04-022-05055]
- ☐ Agent Agreement [04-199-05055]
- ☐ W-9 Form
- ☐ Debit-Check Agent/ Agency Authorization Form [04-542-05055]
- ☐ VectorOne Debit-Check Agent/ Agency Authorization Form
- ☐ Individual State License(s)
- ☐ Corporate State License(s) (If Applicable)
- ☐ Proof of E&O
- ☐ Automatic Deposit Authorization [04-023-05055] (REQUIRED)
- ☐ 50% Annualization Advance Agreement [04-041-05005 IG 50%] (OPTIONAL)

### If acting as a "Solicitor", only submit the following forms:

- ☐ Appointment for Application [04-072-05055]
- ☐ Consumer Report Disclosure and Authorization [04-022-05055]
- ☐ Solicitor Agreement [04-082-05055]
- ☐ Individual State License(s)
- ☐ Corporate State License(s) (If Applicable)
- ☐ Proof of E&O

### SEND TO:

**Mail:** Attention: Life Licensing  
American Brokerage Services  
803 East Willow Grove Avenue  
Wyndmoor, PA 19038  
**Email:** 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: \_\_\_\_\_



**Assurity® Life Insurance Company**

402-476-6500 | 800-276-7619 | FAX 402-437-3865

**Assurity® Life Insurance Company of New York**

844-401-7585 | FAX 402-437-3865

Admin. Office: P.O. Box 82533, Lincoln, NE 68501-2533

## Debit-Check Agent/Agency Authorization Form

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### By signing below, I hereby:

- 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.
- 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.
- 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.
- 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.
- 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 (MM/DD/YYYY)*



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 (*Form 04-015-05055*) for more information.

**You must return the following items completed in full to the office of your Regional Director.** Information should be typed or printed legibly in ink. Assurity Life Insurance Company participates in a just-in-time process. Once your contracting paperwork is received, you will receive an agent number in 10 to 14 business days for use in accessing our agent website, AssureLINK and for writing policy applications (*processing times may vary*). Your contracting paperwork will not be reviewed until a policy application is received, unless you request an appointment in a pre-appointment state. When we review your paperwork, we will request any missing requirements. At that time, we will order background and vector checks. We may request an explanation of your background check results. **Missing items will delay the contracting and appointment process.**

☐ **Appointment Application**

When appointing an agency, the tax identification number and Social Security number must **both** be included on the Appointment Application.

E-mail addresses 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**

☐ **Errors and Omissions Coverage**

All Assurity producers must maintain a minimum coverage of \$500,000 for each claim per agent with a maximum \$10,000 deductible. If your coverage is through your broker dealer, we require proof that Assurity products are included in the coverage.

☐ **Disclosure and Authorization for Consumer Reports**

☐ **Appointment Fees**

Assurity will pay the first-time resident appointment fee for an agent. Agents who have been terminated by Assurity and are applying for re-appointment must pay their resident appointment fee. Fees for business written in an agent's non-resident state are due when the business is submitted. Refer to the Non-Resident Appointment Information form for fee information. Make your check payable to Assurity Life Insurance Company.

☐ **W-9 Form**

All potential agents must complete and submit a W-9 form. If commissions are to be paid to your agency, the W-9 must be completed with agency information and tax identification number.

☐ **Agent Agreements**

Sign, date and return the Agent Agreement and Supplement to Agreement provided by your recruiting agent.

☐ **Copies of Licenses**

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.

☐ **LIMRA Producer Anti-Money Laundering Training**

All agents writing an Assurity cash-value life insurance policy or an Assurity annuity are required to complete the LIMRA Anti-Money Laundering Training. This training is not required until one of these policy applications is received.

**NOTE:** In doing business with Assurity, you will need to access AssureLINK 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.

If no business is written with Assurity during the first contract year, your contract and license appointment will be terminated.



**ASSURITY®LIFE INSURANCE COMPANY**

Post Office Box 82533, Lincoln, NE 68501-2533

(402) 476-6500 • (800) 276-7619 • FAX (402) 437-3865

**Appointment Guidelines  
for Business Received****Agents must be appointed before soliciting business in the following states:**

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

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

Alabama

**Kentucky**

Nevada

**South Dakota**

Arkansas

Maine

New Hampshire

Tennessee

Connecticut

Massachusetts

New Jersey

Utah

Delaware

Michigan

New Mexico

Vermont

Georgia

Minnesota

North Carolina

West Virginia

Hawaii

Mississippi

Oklahoma

Wisconsin

Idaho

Nebraska

South Carolina

Wyoming

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

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

**Bolded states must be held in a pending status—no commissions can be paid until we receive confirmation.****Note:** Prior to soliciting an Annuity application, agents must successfully complete continuing education according to state requirements.

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

In these situations, we send the proposed policyowner a letter, including any refund due, explaining why we are unable to accept the application, and the application is returned to the agent. Adherence to ethical standards and procedures promotes our overall goal of instilling public confidence in Assurity and our industry.

**ASSURITY® LIFE INSURANCE COMPANY**

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 (402) 476-6500 • (800) 276-7619 • FAX (402) 437-3865

**RESIDENT  
APPOINTMENT INFORMATION**

This table shows requirements for appointment of an agent and an agency. If paperwork is for the agent only, all licenses must be submitted for appointment(s) in each state they will solicit business in. If you have any questions, please contact the contracting and appointment department.

STATE	WHO MUST BE APPOINTED		SEND IN A LICENSE COPY	
	AGENT	AGENCY	AGENT	AGENCY
AL	X	X	X	X
AK	Non-appointment state		X	X
AZ	Non-appointment state		X	X
AR	X	X	X	X
CA		X	X	X
CO	Non-appointment state		X	X
CT	X	X	X	X
DE	X		X	X
DC	X	X	X	X
FL	X		X	X
GA	X		X	X
HI	X	X	X	X
ID		X	X	X
IL	Non-appointment state		X	If licensed
IN	Non-appointment state		X	X
IA	X		X	
KS	X		X	X
KY		X	X	X
LA		X	X	X
ME	X	X	X	X
MD	Non-appointment state		X	X
MA	X		X	X
MI	X	X	X	X
MN	X		X	X
MS	X		X	X
MO	Non-appointment state		X	X
MT		X	X	X
NE	X		X	X
NV	X	X	X	X
NH	X	X	X	X
NJ		X	X	X
NM	X		X	X
NY	Not available			
NC	X		X	X
ND	X	X	X	X
OH	X	X	X	X
OK	X	X	X	X
OR	Non-appointment state		X	X
PA	X	X	X	X
RI	Non-appointment state		X	X
SC	X		X	X
SD	X	X	X	X
TN	X		X	
TX		X	X	X
UT		X	X	X
VT	X		X	
VA	X	X	X	X
WA		X	X	X
WV	X		X	X
WI	X		X	If licensed
WY		X	X	X



**ASSURITY® LIFE INSURANCE COMPANY**Post Office Box 82533, Lincoln, NE 68501-2533  
(402) 476-6500 • (800) 276-7619 • FAX (402) 437-3865**NON-RESIDENT  
APPOINTMENT INFORMATION**

This table shows requirements for appointment of an agent and an agency. If paperwork is for the agent only, all licenses must be submitted for appointment(s) in each state they will solicit business in. If you have any questions, please contact the contracting and appointment department.

STATE	WHO MUST BE APPOINTED		WHO PAYS A FEE		FEE AMOUNT		SEND IN A LICENSE COPY	
	AGENT	AGENCY	AGENT	AGENCY	AGENT	AGENCY	AGENT	AGENCY
AL	X	X	X	X	30.00	30.00	X	X
AK	Non-appointment state						X	X
AZ	Non-appointment state						X	X
AR	X	X					X	X
CA		X		X	22.00	22.00	X	X
CO	Non-appointment state						X	X
CT	X	X	X	X	20.00	20.00	X	X
DE	X		X		25.00		X	X
DC	X	X	X	X	25.00	25.00	X	X
FL	X		X		60 + 6/county		X	X
GA	X		X		10.00		X	X
HI	X	X					X	X
ID		X					X	X
IL	Non-appointment state						X	If licensed
IN	Non-appointment state						X	X
IA	X		X		8.00		X	
KS	X		X		5.00		X	X
KY		X	X	X	50.00	120.00	X	X
LA		X		X	20.00	20.00	X	X
ME	X	X	X	X	70.00	70.00	X	X
MD	Non-appointment state						X	X
MA	X		X		75.00		X	X
MI	X	X	X	X	5.00	5.00	X	X
MN	X		X		10.00		X	X
MS	X		X		25.00		X	X
MO	Non-appointment state		X				X	X
MT		X		X			X	X
NE	X		X		8.00		X	X
NV	X	X	X	X	15.00	15.00	X	X
NH	X	X	X	X	25.00	25.00	X	X
NJ		X			25.00	25.00	X	X
NM	X		X		20.00		X	X
NY	Not available							
NC	X		X		20.00		X	X
ND	X	X	X	X	10.00	10.00	X	X
OH	X	X	X	X	20.00	20.00	X	X
OK	X	X	X	X	55.00	55.00	X	X
OR	Non-appointment state			X			X	X
PA	X	X	X	X	15.00	15.00	X	X
RI	Non-appointment state						X	X
SC	X						X	X
SD	X	X	X	X	20.00	20.00	X	X
TN	X		X		15.00		X	
TX		X	X	X	10.00	10.00	X	X
UT		X		X			X	X
VT	X		X		60.00		X	
VA	X	X	X	X	12.00	12.00	X	X
WA		X		X	20.00	20.00	X	X
WV	X		X		25.00		X	X
WI	X		X		50.00		X	If licensed
WY		X		X	15.00	15.00	X	X





**ASSURITY® LIFE INSURANCE COMPANY**

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**Application for  
APPOINTMENT**

Assurity Life Insurance Company participates in a just-in-time process. Once your contracting paperwork is received, you will receive an agent number in 10 to 14 business days for use in accessing our agent website, AssureLink and for writing policy applications (*processing time may vary*). Your contracting paperwork will not be reviewed until a policy application is received, unless you request an appointment in a pre-appointment state. When we review your paperwork, we will request any missing requirements. At that time, we will order a background check and a vector check. We may request an explanation of your background check results.

**Individual and Corporate Applicants:** Complete sections I, II, III, IV, V, VI and VII. Applicable contracts for both individuals and agencies must be signed and returned. All Corporate appointments require that appointment information be submitted for at least one officer concurrent with information regarding the corporation.

**PLEASE PRINT OR TYPE AND RESPOND TO ALL QUESTIONS, DO NOT USE ABBREVIATIONS.** Missing information may slow processing your application.

**I. GENERAL INFORMATION**

<input type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms. <input type="checkbox"/> Miss	Legal Name	First, Middle, Last	Maiden or other name (if applicable)
Social Security No.		Gender (optional) <input type="checkbox"/> Male <input type="checkbox"/> Female	Date of Birth (MM/DD/YYYY)
Mailing Address	Street Address	Suite/P.O. Box No. (if applicable)	City State ZIP+4
Business Address	Street Address (physical address required)	Suite No. (if applicable)	City State ZIP+4
Residential Address	Street Address (physical address required)	Apt. No. (if applicable)	City State ZIP+4
Personal Phone		Business Phone	Fax
E-mail addresses will remain confidential and are required to facilitate communication between you and the company. E-mail addresses are not sold or furnished to any other entity except as may be required by law or regulatory authority.			

**II. AGENCY INFORMATION—Agencies must be licensed in states where it is required**

All states require licensing of agencies receiving writing commissions on business written by subagents. NM, UT and VA require licensing for override commissions.

Agency Name	<input type="checkbox"/> LLC <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership
More than one location? <input type="checkbox"/> Yes <input type="checkbox"/> No	Tax Identification No.
<b>Are you the officer of the Agency listed?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	
If "No," who is the officer of the agency? ( <i>List officers below. If more space is needed, attach additional page.</i> )	
Officer Name (First, Middle, Last)	Title
Social Security No.	

**III. COMMISSIONS (Select one option)**

- ☐ Paid Direct: The commission check is made payable to and sent to the agent
- ☐ For value received, I irrevocably assign my commissions to the Agency/Agent listed in Section II. I understand that this assignment may be terminated only by written agreement of the Agency/Agent to whom I assign these commissions.

Signature of Agent

Date (MM/DD/YYYY)

**IV. LICENSES**

**You must be licensed for each state in which you are requesting an appointment.**

Current Resident License No.	State(s) for Appointment (abbreviations acceptable)
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For non-resident Florida appointment, list all counties where appointment is required

**V. ERRORS AND OMISSIONS COVERAGE**

All Assurity producers must maintain a minimum coverage of \$500,000 for each claim per agent with a maximum \$10,000 deductible. If your E & O coverage is maintained through your broker dealer, we require proof that Assurity products are included in the coverage. Please include a copy of the declaration page.

Do you have Errors and Omissions Coverage? ☐ Yes ☐ No

If "No," please obtain coverage before submitting contracting with Assurity Life Insurance Company.

Carrier of E & O Coverage	Name of Insured	Policy No.

## VI. QUALIFICATION QUESTIONS

Details (including dates) must be attached for any questions answered YES below. 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.

1. During the past **5 years**, have you lived in a different state or county than your present one? ..... ☐ Yes ☐ No  
If Yes, please list state/county \_\_\_\_\_
2. Have you **ever** been convicted for any offense or entered a plea of "guilty" or "no contest" to any misdemeanor or felony charges, or are 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 declared bankrupt or insolvent or had your salary garnished? ..... ☐ Yes ☐ No
4. Are you presently involved in any litigation or are there any unsatisfied judgments, liens (including state or federal tax liens), collection, charged-off debt or accounts more than 120 days late against you? ..... ☐ Yes ☐ No
5. Have you **ever** had a bond denied, paid out or revoked? ..... ☐ Yes ☐ No
6. Has any insurance company **ever** canceled your contract or appointment 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  
If Yes, please list company(ies) and amount(s) owed \_\_\_\_\_
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 or entered into a consent order with any insurance department, the Securities and Exchange Commission (SEC), FINRA or any other regulatory authority? ..... ☐ Yes ☐ No
10. Have you **ever** had an insurance and/or securities license refused, suspended, revoked, or currently restricted or under investigation by any insurance department, the Securities and Exchange Commission (SEC), FINRA or any other regulatory authority? ..... ☐ Yes ☐ No

## VII. LIMRA ANTI-MONEY LAUNDERING TRAINING (only required for agents selling Assurity's cash value products)

All Assurity Producers writing cash value products must complete the LIMRA Anti-Money Laundering Training course. Please complete the section below if you have already taken the LIMRA training and we will verify the information with LIMRA after a policy application is received. If you have not completed the LIMRA Anti-Money Laundering Training, we will sponsor your training after a cash value policy is submitted.

Date LIMRA Training Program was completed \_\_\_\_\_ (MM/DD/YYYY)

## VIII. AGREEMENT

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 understand and agree that:

- I am a duly licensed insurance agent.
- I can solicit business only in states where I am licensed and appointed with Assurity Life Insurance Company.
- I will not solicit business in states that prohibit solicitation prior to my appointment.
- As a rule, it is not acceptable to make a solicitation anywhere other than the resident state of the applicant.
- I will abide by all written rules and regulations (subject to change at any time) set forth by the Assurity Life Insurance Company.
- **No changes will be made to my hierarchy for a minimum of six months from the first contract date. If I wish to change my hierarchy from my current up-line agent to another up-line agent, I will need to: a. have a written release from my current up-line agent; or b. have not submitted an application for six months. In addition, a written request to change hierarchies is necessary and in most cases, new paperwork will be needed.**

\_\_\_\_\_  
Signature of Agent

\_\_\_\_\_  
Date (MM/DD/YYYY)

## AGENT COMMISSION LEVEL AND RECRUITER INFORMATION (to be filled out by recruiting agent)

This information must be filled out before an agent number will be assigned.

Agent Commission Level

Commission Schedule Form No.

Recruiting Agent Name

Recruiting Agent No.



**ASSURITY® LIFE INSURANCE COMPANY**  
Post Office Box 82533, Lincoln, NE 68501-2533  
(402) 476-6500 • (800) 276-7619 • FAX (402) 437-3865

## AUTOMATIC DEPOSIT AUTHORIZATION

### AUTHORIZATION FOR AUTOMATIC DEPOSITS

I (we) hereby authorize Assurity Life Insurance Company (*Company*) to make deposits to my (*our*) account at the depository institution shown on void check and I authorize the depository institution to accept these deposits. Such authorization does not allow the Company to debit entries to my (*our*) account.

This authorization will continue until I notify Assurity Life Insurance in writing to stop. Such notification will not affect deposits already sent to the bank.

The undersigned hereby agrees that all entries initiated hereunder are to be governed in all respects by the Rules of the Mid-America Automated Clearing House Association and agrees to be bound thereby.

SIGN HERE

\_\_\_\_\_  
Date (MM/DD/YYYY)

\_\_\_\_\_  
Agent Signature

Agent's Identification No. \_\_\_\_\_ (if new agent, provide last six digits of Social Security No. or Tax I.D. No.)

Agent's Name (printed) \_\_\_\_\_

Please confirm that your routing number and  
account number are correct.

TO ENSURE CODING ACCURACY,  
ATTACH VOIDED CHECK

Bank Name and Address

My Name	9/6/78/1234	1001
Address	Date	
City, State ZIP		
Pay to the	\$	
Order of	Dollars	
YOUR FINANCIAL INSTITUTION ADDRESS OF YOUR INSTITUTION		
for		
12345678901	123456789010	1001

9-Digit Routing No. Account No. Check No.

Depository Institution \_\_\_\_\_ Type of Account: ☐ Checking ☐ Savings

Address \_\_\_\_\_  
Street address City State ZIP +4

Nine-digit Bank Routing No. \_\_\_\_\_ Account No. \_\_\_\_\_

#### Notes for completing form:

Indicate if checking or savings account;

Ensure that all information has been entered;

Date and sign;

If returning by mail, attach a VOID CHECK and mail to the address shown above, Attn: Contracting Department;

If returning by fax, confirm that your routing number and account number are correct and fax to (402) 437-3865.



**ASSURITY® LIFE INSURANCE COMPANY**

Post Office Box 82533, Lincoln, NE 68501-2533

(402) 476-6500 • (800) 276-7619 • FAX (402) 437-3865

**Consumer Report  
Disclosure and Authorization****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:	Business Information Group P.O. Box 130 Southampton, PA 18966 (215) 396-9670
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- ☐ Oklahoma, Minnesota and California applicants may obtain a copy of this consumer report by checking this box. This report will be sent to California applicants within three (3) days of the employer receiving the report.
- ☐ California applicants only: For consumer reports that were not obtained by a consumer-reporting agency, by checking this box you waive the right to obtain a copy of the report. If unchecked, you will receive this report within seven (7) days of the employer receiving it.

California applicants only: For reports obtained by Business Information Group, California applicants also may review the file Business Information Group maintains on you during normal business hours upon submitting proper identification and by paying fees associated with making copies of those files. In the State of California, a new Disclosure and Authorization/Release of Information form is required each time a subsequent Consumer Report/Investigative Consumer Report is going to be requested. 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. See Page 2 for further information.

**IDENTIFICATION INFORMATION FOR CONSUMER REPORTING AGENCY (PLEASE PRINT)**

<i>First</i>	<i>Middle</i>	<i>Last</i>
Legal Name		
<i>MM/DD/YYYY</i>		
Date of Birth	/	/
Social Security Number		

**AUTHORIZATION/RELEASE OF INFORMATION**

I have carefully read and understand the above Disclosure. I hereby authorize the obtaining of driving records, consumer reports and investigative consumer reports at any time after receipt of this authorization. I authorize without reservation, any party or agency contact by Assurity Life Insurance Company to furnish information about my character, reputation, personal characteristics, credentials and/or credit and indebtedness. I understand this may involve obtaining driving records, personal interviews with sources such as schools, employers, supervisors, friends, neighbors, associates, state, federal or local agencies and public record or law enforcement agencies. I further authorize ongoing procurement of these reports at any time during my continued employment or contract for services, unless specifically prohibited by state law. I also agree that a fax or photocopy of this authorization with my signature shall be accepted with the same authority as the original.

I further understand and authorize by signing below, that in accordance with the legitimate business practices of Assurity Life Insurance Company that copies of my application and consumer reports may be furnished to the affiliates, assignees or agents of Assurity Life Insurance Company.

\_\_\_\_\_  
Date (MM/DD/YYYY)

\_\_\_\_\_  
Signature of Agent (Full Legal Name)

SIGN HERE



**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.



# Request for Taxpayer Identification Number and Certification

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

Print or type  
See Specific Instructions on page 2.

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

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 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:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 on page 3.

<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.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### 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? on page 2.*

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



This Agent Agreement and any supplements or amendments hereto ("*Agreement*") is between the Agent(s) signing below (*referred to as "you," "your," and/or "Agent"*) and Assurity Life Insurance Company (*referred to as "Assurity," "our," and "we"*). This Agreement incorporates Assurity's procedures, commission schedules, commission rules and business standards, as amended from time to time. This Agreement shall become effective as of the last dated signature at the end of this Agreement.

**1. APPOINTMENT**

This Agreement appoints you as an independent insurance agent for Assurity in the state(s) in which you maintain proper insurance licensure. Subject to this Agreement, you are authorized to act on Assurity's behalf solely for the purpose of distributing, and developing and supervising the distribution of, those Assurity insurance products approved for marketing in your state(s) of licensure.

**2. INDEPENDENT CONTRACTOR STATUS**

You are an independent contractor and agree that nothing in this Agreement (*or any other document*) creates an employee-employer relationship between you and Assurity. Subject to this Agreement and the laws governing your licensure, you are free to exercise discretion and independent judgment when conducting activities authorized by this Agreement. You agree that you are solely responsible for your activities and acknowledge that you alone control the time, place and manner of insurance solicitation and sale. You agree that any subagents in your hierarchy/marketing organization who are appointed with Assurity are also independent contractors. You acknowledge that Assurity may transfer your subagents to a different hierarchy if you breach this Agreement or for other good reason. Assurity may also transfer any subagent upon the subagent's request according to Assurity's then-existing transfer rules.

**3. YOUR AUTHORITY AND DUTIES**

Under this Agreement you have specific authority to: recruit and recommend other licensed insurance agents for appointment with Assurity; train and supervise such appointed agents consistent with this Agreement and applicable state laws; and solicit applications for those Assurity insurance products approved for marketing in your state(s) of licensure. In exercising this authority, you agree that you shall:

- a. Comply with this Agreement and all laws and regulations governing your license and the sale of insurance products;
- b. Immediately submit all applications and premium(s) collected to Assurity;
- c. Segregate any monies you receive for Assurity and hold them in trust for delivery to Assurity (*i.e. you shall not use the funds for any other purpose*);
- d. Service and help keep in force the Assurity policies you and your subagents sell;
- e. Adhere to all applicable laws and rules concerning ethical market conduct and replacement, which require you to:
  - i. Maintain your license(s) in good standing and keep your appointments current in all states in which you sell insurance products;
  - ii. Carefully evaluate the insurance needs and financial objectives of your clients, and through use of appropriate sales tools and documentation (*e.g., sales brochures and policy proposals and/or illustrations*), ensure that the products you propose meet client needs;
  - iii. Recommend replacement only when it is in the best interest of the client after full disclosure of relevant information (*financial impact on the client, impact of a potential new contestability period/suicide clause, and impact if client will have to resubmit to underwriting for purchase of replacement policy*);
  - iv. Never recommend that a client cancel an existing policy until replacement coverage is accepted and in force;
  - v. Stay informed on changes in insurance laws and regulations by reviewing the bulletins and newsletters distributed by state insurance departments and Assurity;
  - vi. Refrain from providing false or misleading information about a competitor or competing product or from otherwise making disparaging remarks about a competitor;
  - vii. Follow Assurity's advertising and social media guidelines, including obtaining Assurity's prior approval of all advertising materials, websites, and social media references you utilize when distributing Assurity products;
  - viii. Immediately report customer complaints to Assurity, and cooperate fully and promptly with Assurity to respond;
  - ix. Communicate these rules to all subagents in your hierarchy and secure subagent agreement to follow these rules;
- f. Notify Assurity promptly if you or any subagent in your hierarchy is charged with or enters a plea to a felony crime or any crime involving dishonesty;
- g. Notify Assurity promptly if any governmental body (*including a state insurance department, FINRA or the SEC*) takes disciplinary action against you or any subagent in your hierarchy. Disciplinary action shall include but is not limited to censure, suspension, probation, reprimand, or license termination, as well as entry of any consent order and/or payment of a fine, even if the consent order or settlement does not include an admission of guilt.

**4. LIMITATIONS ON YOUR AUTHORITY**

This Agreement only gives you limited authority to distribute Assurity products. You do not have authority to and shall not:

- a. Misrepresent Assurity policy terms, conditions, coverages, or exclusions;
- b. Promise issuance of coverage, reinstatement of coverage, or any particular result or decision on a claim;
- c. Waive or change Assurity policy terms, rates, rules, or customary requirements, or represent to anyone that you are able to do so;
- d. Deliver policies except in accordance with Assurity's instructions;
- e. Deliver any policy when you or your subagents know of any fact(s) not disclosed on the application (*or which arise after application but before delivery*) that could affect Assurity's coverage or premium rate decisions, including undisclosed facts about the applicant's health condition(s);
- f. Collect any premium other than the initial premium unless Assurity authorizes you to do so;
- g. Extend credit to applicants or insureds, pay premiums for applicants or insureds (*directly or indirectly*), or grant extra time to pay premiums;
- h. Accept or incur risks, liabilities, debts, or contractual obligations in Assurity's name or on Assurity's behalf;
- i. Interfere with any person's business or contractual relationship with Assurity;
- j. Start legal actions in Assurity's name;
- k. Endorse checks or any other negotiable instrument payable to or intended for Assurity.

**5. COMPENSATION**

Your compensation shall be based solely on your personal production (*and the production of agents assigned to you*) on policies which Assurity approves and issues, and you authorize Assurity to provide your production and earnings records to the Agent(s), if any, to whom you are assigned. Subject to this Agreement, Assurity will use the Commission Schedule ("*Schedule*") in effect on the written date of the policy application to calculate commissions. The Schedule also identifies the compensation you must repay Assurity for lapsed, terminated or surrendered policies. Assurity can and does change the Schedule unilaterally, but a change will not affect compensation on business written prior to the change effective date.

## 5. COMPENSATION (continued)

Payment of compensation will be made at such times and in the manner Assurity determines. You must access Assurity's agent website to obtain commission statements and production reports. If you have concerns, you must object to any transactions shown on EFT statements and compensation reports within 30 days of receiving them; otherwise, they will be deemed conclusive.

Your right to first year commissions and renewal commissions (*for the term and amounts indicated in the applicable Schedule*) will exist so long as such commissions exceed \$250 per year and you remain in compliance with this Agreement. Vesting will cease if your appointment is terminated for cause, you otherwise breach this Agreement, or to the extent such amounts are applied to set off debts you or your subagents owe to Assurity. If you die, we will continue commission payments to your designated beneficiary so long as commissions exceed \$250 per year. If you have not designated a beneficiary, we will pay your estate upon submission of legal documents establishing an executor/personal representative. Compensation shall no longer be payable after your death if total commissions due drop below \$250 per year.

## 6. GENERAL PROVISIONS

- a. **Assurity Right to Decline/Withdraw.** Assurity reserves, without limitation, the right to decline any application for insurance submitted by you or your subagents, to discontinue any form of insurance product we offer, and to withdraw offering insurance in any or all jurisdictions where Assurity presently does business.
- b. **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.
- c. **Personal Liability.** Because you interact directly with clients and control the circumstances and manner of sale, 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 authorize in writing. If the Agent executing this Agreement is a corporation, limited liability company, or other legal entity that is not a natural person, the natural person signing on behalf of such legal entity guarantees payment of any amounts Agent owes Assurity under this Agreement.
- d. **Advertising.** Assurity must seek regulatory approval of forms and advertising materials, and we have approved materials for your use. You shall comply with our advertising rules, and you shall not use or permit use of Assurity's name on any advertising that we have not previously approved, in writing.
- e. **Expenses.** You agree to be solely responsible for all your expenses incurred in performing this Agreement.
- f. **Indebtedness.** You grant Assurity a security interest in compensation payable to you for purposes of securing the discharge of obligations under this Agreement. Assurity shall have a first lien on compensation otherwise payable to you equal to any amount that you or your subagents are indebted to us, and you agree that you shall not be due any compensation until all such indebtedness is paid in full. Assurity will credit your commissions against any debit balance, and 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 owed by you or your subagents.
- g. **Return of Premium.** If, for any reason, we refund premiums on a policy on which you received commission, you agree to repay us the amount you received.
- h. **Waiver.** Failure of Assurity to strictly enforce any provision of this Agreement will not be interpreted as a waiver of such provision.
- i. **Modification.** Any change to this Agreement shall be in writing signed by an authorized officer of Assurity.
- j. **Assurity Property.** You agree to return all Assurity property upon demand or termination of this Agreement, and to remove references to Assurity from any advertising you maintain, such as websites. Our property includes, without limitation, all rate books, manuals, supplies, applications, video materials, computer software, insured files, and advertising and sales materials supplied by Assurity.
- k. **Assignment/Sale.** You shall not assign or sell your rights under this Agreement or any vested compensation payable hereunder without Assurity's express written consent. Assurity will require appropriate documentation of sale/transfer and will not agree to assign compensation that is less than \$250.00 annually.
- l. **Governing Law.** Without regard to choice of law rules, this Agreement shall be governed by and interpreted according to Nebraska law. The exclusive jurisdiction for resolving disputes involving this Agreement or the relationship of the parties hereto shall be a court of competent jurisdiction in Lancaster County, Nebraska. You agree to waive any defense for lack of jurisdiction or forum non conveniens.
- m. **Entire Agreement.** This Agreement including any attachments, schedules and addendums, supersedes any and all previous Agreements between you and Assurity, and is the entire Agreement between you and Assurity. 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, training, 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 Assurity's customers that is accessible by you. Confidential Information includes, but is not limited to any nonpublic personal information about Assurity'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 Assurity'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 other party's last known address. If the state that you reside or are licensed in 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 participate in any illegal or fraudulent activity; you commit any act that injures our business or reputation; you fail to account for or promptly remit client monies collected by you; you withhold any policies, money or other property belonging or returnable to Assurity; you fail to pay any sums due hereunder when the same become due; or you default on performance of any other covenant, representation or obligation to Assurity under this Agreement.

**IN WITNESS WHEREOF, Assurity and the Agent mutually agree this Agreement is effective as of the approval date designated below by Assurity.**

**ASSURITY LIFE INSURANCE COMPANY**

**AGENT OR FIRM PRINCIPAL**

By: \_\_\_\_\_  
Signature of Company Officer

By: \_\_\_\_\_  
Signature of Agent or Firm Principal

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Approval Date (MM/DD/YYYY)

\_\_\_\_\_  
Acceptance Date (MM/DD/YYYY)





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.

### **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 Amanda Dutton at (800) 276-7619, Ext. 4353.

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 METHODS OF PAYMENT

Assurity will accept the following methods of payment for initial and renewal premium and contributions for Covered Products:

- Automatic bank withdrawals;
- Personal checks;
- Cashier's and other similar type checks in amounts below \$200 per month per policy and above \$10,000;
- Money orders in amounts below \$200 per month per policy;
- Credit cards for initial premium (*e-applications only*), renewal premium or renewal contributions;
- Cash for renewal premiums or contributions where payment by cash has a historical basis;
- ACH and wire transfers for premiums or contributions where made by 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 (*except with regard to policies owned by producer family members; defined as current spouse, children, parents, siblings, grandchildren and including those related by marriage*), producer credit cards, cash, wire transfers and cashier's checks and money orders, except as noted above, will not be accepted.

Notice of acceptable methods of payment for initial premiums or contributions shall be communicated to producers. Notice of acceptable methods of payment for renewal premiums or contributions shall be communicated to producers and policyholders. The Producer Responsibilities may constitute the notices to producers contemplated above.

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.

**ASSURITY® LIFE INSURANCE COMPANY  
50% ANNUALIZATION ADVANCE AGREEMENT**

This Annualization Advance Agreement is an addendum to the Agent Agreement between Assurity® Life Insurance Company ("Assurity") and the Agent named below ("you") (the "Agent Agreement").

I select the following option for payment of my advanced (annualized) commissions from Assurity Life Insurance Company.

**Check one:**

\_\_\_\_\_ Weekly payment\*

\_\_\_\_\_ Semi-monthly payment (1<sup>st</sup> and 16th of each month)

It is understood and agreed as follows:

1. If you selected to receive weekly advances, you must utilize direct deposit.\* If you elect to have your advanced commissions paid weekly but do not utilize direct deposit, Assurity will continue to pay your advanced commissions on a semi-monthly basis.
2. The weekly payment will not apply to any business written prior to the effective date or to any pending business currently in Assurity's Home Office.
3. While this Agreement remains in effect, Assurity will advance to you annualized first year base and non-base commissions on policy forms that are deemed in Assurity's sole discretion to be advanceable. This Agreement applies only to policies issued with a monthly premium mode.
4. Assurity will advance 50% of your annualized first year base and non-base commissions. The maximum amount of first year commission that will be annualized on any one policy is \$1500 per agent. The maximum amount of first year commission that will be annualized for you at any one time is \$25,000. If full annualization on a policy would cause your balance to exceed the \$25,000 cap, Assurity will not partially annualize commissions on that policy. One hundred percent (100%) of the earned commission on each of the policy's premiums will be applied to offset this debt, until it is paid in full. Thereafter, commissions will be payable as earned under and subject to the terms of your Agent Agreement.
5. An advance will be made when the policy is issued and the initial premium is received by Assurity. In the event of any rescission, lapsed, cancelled or surrendered policy, or death of the insured, any unearned portion of the advance will be deducted from the next advance(s) and any earned first year or renewal commission. For any subsequent reinstatement, commission will be paid as earned. If there is any debt remaining at month-end because of the rescission, lapsed, cancelled, or surrendered policy, or insured's death, Assurity may, at its discretion, require you to remit payment in full to clear such debt.
6. The outstanding balance of advances made to you shall be a debt that you owe to Assurity, and Assurity shall have a first lien against all monies that any division of Assurity may owe you from time to time to secure that debt, including any interest payable as provided below.
7. If this Agreement or your Agent Agreement is terminated for any reason, the debt you then owe Assurity under this Agreement shall become due and payable immediately, and you shall pay us interest at 6% per annum on any balance remaining unpaid thereafter. In addition to any other remedies Assurity may have, Assurity may retain any monies we owe you or that become owing to you, immediately and without notice or resort to judicial process.
8. In addition to any debt under this Agreement, including interest, you agree to pay Assurity all costs and reasonable fees (including attorneys fees) and costs of collection that Assurity incurs to effect payment of your debt, which will become part of that debt.
9. This Agreement may be terminated at any time with or without cause, by either party, by giving notice to the other in writing at the last known address. This Agreement will terminate automatically upon and at the same time as termination of your Agent Agreement.
10. If you are a partnership or corporation, each individual signing below on your behalf shall be jointly and severally liable for any debt hereunder and shall be subject to the lien provided above and enforcement of it on the same basis and to the same extent as you.
11. This is the entire agreement between you and Assurity as to advances of annualized first year base and non-base commissions, and it amends your Agent Agreement only as and to the extent stated. Assurity may, at its sole discretion, modify the terms of this Agreement at any time. Any change in this Agreement may be made only in writing signed by Assurity.
12. This Agreement is signed for Assurity at its Home Office in Lincoln, Nebraska and shall be subject to and construed under the laws of the State of Nebraska. All actions with respect hereto shall be brought in a court of competent jurisdiction in the State of Nebraska.
13. The provisions of paragraphs 6, 7, 8, and 10 will survive the termination of this Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Agent Signature

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

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

**APPOINTING AGENT AS GUARANTOR**

The Appointing Agent accepts responsibility as a Guarantor, and agrees to be jointly and severally liable for any debts, as that term is described in the above Agreement, of the agent signing the above Agreement. The Appointing Agent agrees that such a debt will be a first lien against any money owed by any division of Assurity to Appointing Agent.

By:

\_\_\_\_\_  
Appointing Agent's Signature

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

**ASSURITY LIFE INSURANCE COMPANY**

This Agreement is effective for policy applications written on or after \_\_\_\_\_

\_\_\_\_\_  
Date

By:

\_\_\_\_\_  
Officer





This Solicitor Agreement and any supplements or amendments hereto ("*Agreement*") is between the Agent(s) signing below (*referred to as "you," "your," and/or "Agent"*) and Assurity Life Insurance Company (*referred to as "Assurity," "our," and "we"*). This Agreement incorporates Assurity's procedures, commission schedules, commission rules and business standards, as amended from time to time. This Agreement shall become effective as of the last dated signature at the end of this Agreement.

**1. APPOINTMENT**

This Agreement appoints you as an independent insurance agent for Assurity in the state(s) in which you maintain proper insurance licensure. Subject to this Agreement, you are authorized to act on Assurity's behalf solely for the purpose of soliciting applications for Assurity insurance products approved for marketing in your state(s) of licensure.

**2. INDEPENDENT CONTRACTOR STATUS**

You are an independent contractor and agree that nothing in this Agreement (*or any other document*) creates an employee-employer relationship between you and Assurity.

Subject to this Agreement and the laws governing your licensure, you are free to exercise discretion and independent judgment when conducting activities authorized by this Agreement. You agree that you are solely responsible for your activities and acknowledge that you alone control the time, place and manner of insurance solicitation and sale.

Any movement between agencies/hierarchies is subject to Assurity's then-existing transfer rules.

**3. YOUR AUTHORITY AND DUTIES**

When exercising the authority granted herein, you agree that you shall:

- a. Comply with this Agreement and all laws and regulations governing your license and the sale of insurance products;
- b. Immediately submit all applications and premium(s) collected to Assurity;
- c. Segregate any monies you receive for Assurity and hold them in trust for delivery to Assurity (*i.e. you shall not use the funds for any other purpose*);
- d. Service and help keep in force the Assurity policies you sell;
- e. Adhere to all applicable laws and rules concerning ethical market conduct and replacement, which require you to:
  - i. Maintain your license(s) in good standing and keep your appointments current in all states in which you sell insurance products;
  - ii. Carefully evaluate the insurance needs and financial objectives of your clients, and through use of appropriate sales tools and documentation (*e.g., sales brochures and policy proposals and/or illustrations*), ensure that the products you propose meet client needs;
  - iii. Recommend replacement only when it is in the best interest of the client after full disclosure of relevant information (*financial impact on the client, impact of a potential new contestability period/suicide clause, and impact if client will have to resubmit to underwriting for purchase of replacement policy*);
  - iv. Never recommend that a client cancel an existing policy until replacement coverage is accepted and in force;
  - v. Stay informed on changes in insurance laws and regulations by reviewing the bulletins and newsletters distributed by state insurance departments and Assurity;
  - vi. Refrain from providing false or misleading information about a competitor or competing product or from otherwise making disparaging remarks about a competitor;
  - vii. Follow Assurity's advertising and social media guidelines, including obtaining Assurity's prior approval of all advertising materials, websites, and social media references you utilize when distributing Assurity products;
  - viii. Immediately report customer complaints to Assurity, and cooperate fully and promptly with Assurity to respond;
- f. Notify Assurity promptly if you are charged with or enter a plea to a felony crime or any crime involving dishonesty;
- g. Notify Assurity promptly if any governmental body (*including a state insurance department, FINRA or the SEC*) takes disciplinary action against you. Disciplinary action shall include but is not limited to censure, suspension, probation, reprimand, or license termination, as well as entry of any consent order and/or payment of a fine, even if the consent order or settlement does not include an admission of guilt.

**4. LIMITATIONS ON YOUR AUTHORITY**

This Agreement only gives you limited authority to distribute Assurity products. You do not have authority to and shall not:

- a. Misrepresent Assurity policy terms, conditions, coverages, or exclusions;
- b. Promise issuance of coverage, reinstatement of coverage, or any particular result or decision on a claim;
- c. Waive or change Assurity policy terms, rates, rules, or customary requirements, or represent to anyone that you are able to do so;
- d. Deliver policies except in accordance with Assurity's instructions;
- e. Deliver any policy when you know of any fact(s) not disclosed on the application (*or which arise after application but before delivery*) that could affect Assurity's coverage or premium rate decisions, including undisclosed facts about the applicant's health condition(s);
- f. Collect any premium other than the initial premium unless Assurity authorizes you to do so;
- g. Extend credit to applicants or insureds, pay premiums for applicants or insureds (*directly or indirectly*), or grant extra time to pay premiums;
- h. Accept or incur risks, liabilities, debts, or contractual obligations in Assurity's name or on Assurity's behalf;
- i. Interfere with any person's business or contractual relationship with Assurity;
- j. Start legal actions in Assurity's name;
- k. Endorse checks or any other negotiable instrument payable to or intended for Assurity.

**5. COMPENSATION**

You will not receive any direct compensation from Assurity for your solicitation of policies under this Agreement. Your compensation, if any, shall be due directly from the supervising agency or agent(s) to whom you report. Assurity is not a party to any agreement between you and any such supervising agency or agent(s) and we shall not be responsible to you for any compensation whatsoever, nor will we intervene or assist in any way in any if a payment dispute arises between you and the supervising agency or agent(s) to whom you report.

## 6. GENERAL PROVISIONS

- a. **Assurity Right to Decline/Withdraw.** Assurity reserves, without limitation, the right to decline any application for insurance submitted by you, to discontinue any form of insurance product we offer, and to withdraw offering insurance in any or all jurisdictions where Assurity presently does business.
- b. **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.
- c. **Personal Liability.** Because you interact directly with clients and control the circumstances and manner of sale, 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 authorize in writing.
- d. **Advertising.** Assurity must seek regulatory approval of forms and advertising materials, and we have approved materials for your use. You shall comply with our advertising rules, and you shall not use or permit use of Assurity's name on any advertising that we have not previously approved, in writing.
- e. **Expenses.** You agree to be solely responsible for all your expenses incurred in performing this Agreement.
- f. **Waiver.** Failure of Assurity to strictly enforce any provision of this Agreement will not be interpreted as a waiver of such provision.
- g. **Modification.** Any change to this Agreement shall be in writing signed by an authorized officer of Assurity.
- h. **Assurity Property.** You agree to return all Assurity property upon demand or termination of this Agreement, and to remove references to Assurity from any advertising you maintain, such as websites. Our property includes, without limitation, all rate books, manuals, supplies, applications, video materials, computer software, insured files, and advertising and sales materials supplied by Assurity.
- i. **Assignment/Sale.** You shall not assign or sell your rights under this Agreement without Assurity's express written consent.
- j. **Governing Law.** Without regard to choice of law rules, this Agreement shall be governed by and interpreted according to Nebraska law. The exclusive jurisdiction for resolving disputes involving this Agreement or the relationship of the parties hereto shall be a court of competent jurisdiction in Lancaster County, Nebraska. You agree to waive any defense for lack of jurisdiction or forum non conveniens.
- k. **Entire Agreement.** This Agreement including any attachments, schedules and addendums, supersedes any and all previous Agreements between you and Assurity, and is the entire Agreement between you and Assurity. 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.
- l. **Production Reports.** You authorize us to provide production and other reports to the supervising agency or agent(s) to whom you report.

## 7. ANTI-MONEY LAUNDERING

You agree to comply with all applicable anti-money laundering laws, regulations, rules and government guidance, including the reporting, training, 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 Assurity's customers that is accessible by you. Confidential Information includes, but is not limited to any nonpublic personal information about Assurity'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 Assurity'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 other party's last known address. If the state that you reside or are licensed in 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 participate in any illegal or fraudulent activity; you commit any act that injures our business or reputation; you fail to account for or promptly remit client monies collected by you; you withhold any policies, money or other property belonging or returnable to Assurity; or you default on performance of any other covenant, representation or obligation to Assurity under this Agreement.

**IN WITNESS WHEREOF, Assurity and the Agent mutually agree this Agreement is effective as of the approval date designated below by Assurity.**

**ASSURITY LIFE INSURANCE COMPANY**

**AGENT**

By: \_\_\_\_\_  
Signature of Company Officer

By: \_\_\_\_\_  
Signature of Agent

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Approval Date (MM/DD/YYYY)

\_\_\_\_\_  
Acceptance Date (MM/DD/YYYY)