



IA AMERICAN Contracting Checklist

Agent/ Agency: _____

Direct Upline: _____

Documents To Be Completed & Returned:

- ☐ Prospective Agent Application [GLXXX]
- ☐ Agent Agreement [A2007]
- ☐ W9 Form
- ☐ Individual State License(s)
- ☐ Corporate State License(s) (If Applicable)
- ☐ Proof of E&O
- ☐ Advances Addendum [A2010] (OPTIONAL)

SEND TO:

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

Fax: (215) 233-3140

Agent to complete and submit:

- ☐ IA American Prospective Agent Application
- ☐ W-9 Taxpayer Identification and Certification Form, W-9 for Corporation if needed
- ☐ Signed IA American Agreement
- ☐ Copy of current license for all requested states
- ☐ AML Certification
- ☐ Copy of E&O Certificate—coverage mandatory (minimum liability of \$1,000,000)
- ☐ Direct Deposit Request with copy of Voided Check

Recruiter to complete and submit:

- ☐ Verify that above documents have been completed.
- ☐ Complete Recruiter Section (Section 10) of the Prospective Agent Application.
- ☐ Signatures of Recruiting Agent and MGA completed on the Prospective Agent Application.
- ☐ Submit completed packet to: (Please select only one method of submission, originals need not be submitted)
 1. Email to AgentIAP@US.IBM.com
 2. Fax to: 1-866-368-0095
 3. Mail to: IA American Life insurance Company,
ATTN: Customer Service P.O. Box 19009 Greenville, SC 29602-9009

Advances:

- Advances Addendum must be completed and signed by all agents in hierarchy.
- Home Office credit, vector and background check will determine whether advances will be offered.

State licensing:

- Agent must be licensed and contracted by IA American in a state before soliciting business in that state.
- Non-resident licenses should be submitted prior to doing business in non-resident states.
- Non-resident appointment renewal fees will be paid by the company if the agent is actively producing.
- IA American requires that up-line agents be licensed in all states where down-line agents are soliciting business. MGAs may receive overrides without non-resident licenses in all states EXCEPT for the following: FL, GA, KY, LA, MA, MT, NM, NC, PA, SC, SD, TX, UT, VA, WV, WI

Corporate contracts

The principal of the corporation must sign the Prospective Agent Application for a corporate contract. Corporations may be asked to sign a Corporate Guaranty regarding agency debt.

Proof of DBA

If using a DBA name, Agent must submit a copy of the DBA filing receipt or certificate.

First business submission

IA American will NOT accept first business from an Agent until the contracting process is complete. If an Agent is already contracted and appointed with IA American, but not for the current application state, the Agent must submit a copy of the appropriate state license.

Assignment of compensation

If commissions are to be assigned, please obtain the signature of the Assignor. All Assignors and Assignees must be actively contracted with IA American.

IA American & IAP

Agents already contracted with IAP must still complete and sign an IA American Agent Agreement but are not required to complete a new Prospective Agent Application or undergo background screening.

Please print using dark ink

Section 1 – Contract Type

☐ Individual ☐ Corporate ☐ License-Only Agent / Solicitors Contract

Section 2 – Personal Information

First name _____ Middle initial _____ Last name _____

SSN _____ Do you plan to market using a DBA? ☐ Yes ☐ No If Yes, please
provide supporting documentation i.e., approval of required jurisdiction(s), DBA name: _____

(See page 3 for general instructions concerning Taxpayer Identification Number (TIN) Information.)

Sex: ☐ Male ☐ Female Date of birth _____ / _____ / _____
M M D D Y Y Y Y

Home address _____

City _____ State _____ ZIP _____ Home telephone (____) _____ - _____

Business Address _____ Suite _____

City _____ State _____ Zip _____

Business telephone (____) _____ - _____ Cell telephone (____) _____ - _____ FAX (____) _____ - _____

E-Mail: _____ ☐ I am an officer of the below corporation.

Section 3 – Previous Residential Address (if at current address less than 5 years)

Previous Address _____

City _____ State _____ Zip _____

Period from _____ to _____

Section 4 – Corporate Applicants (Individual applicants do not complete this section)

Corporate name _____ EIN # _____

Do you plan to market using a DBA? ☐ Yes ☐ No

If yes, please provide supporting documentation i.e., approval of required jurisdiction(s),

DBA Name _____ and EIN # for DBA if acquired _____

(See page 3 for general instructions concerning Taxpayer Identification Number (TIN) Information.)

Corporate address _____

City _____ State _____ Zip _____

Corporate telephone (____) _____ - _____ FAX (____) _____ - _____ E-Mail _____

State incorporated _____ E-Mail _____

Primary Officer for Corporate Records _____

Title of Primary Officer _____

Section 5 – Licensing and State Appointment

(Attach copies of licenses for all requested state appointments)

Licensee name _____

SSN _____ EIN _____

Licensed for ☐ Life ☐ Annuities Contracted as ☐ Individual ☐ Agency

Applicant's name to be included in Company publications? ☐ YES ☐ NO

Resident State _____ Resident State License Number _____

Nonresident Appointment State(s) _____

Section 6 – Please read and answer each question in the below question

If this is a corporate application, the questions should be answered by and about the agency principal. If you answer 'Yes' to any of the following questions, please provide a full explanation in Section 8.

	YES	NO
1. Have you ever declared or been subject to personal bankruptcy proceedings, made a voluntary assignment into bankruptcy, or made a consumer proposal under legislation relating to bankruptcy or insolvency?	<input type="checkbox"/>	<input type="checkbox"/>
2. Have you ever been involved in a foreclosure or repossession?	<input type="checkbox"/>	<input type="checkbox"/>
3. Have you ever been a controlling shareholder or officer of a corporation which was declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency, or is currently not discharged? If 'Yes', provide the trustee's name and address, location of bankruptcy filing, assignment of bankruptcy or receiving order, statement of affairs, and an explanation as to the circumstances of the bankruptcy.	<input type="checkbox"/>	<input type="checkbox"/>
4. Have you ever been charged with a felony or any crime?	<input type="checkbox"/>	<input type="checkbox"/>
5. Have you ever been refused a bond?	<input type="checkbox"/>	<input type="checkbox"/>
6. Has any partnership or corporation, of which you are or were at the time of such event a partner, officer, director or a controlling shareholder, ever pleaded guilty, nolo contendere (no contest) or been found guilty of an offense under any law of any province, territory, state, or country, or is any such partnership or corporation currently the subject of such an offense?	<input type="checkbox"/>	<input type="checkbox"/>
7. Have you ever had your license denied, revoked, suspended or had any disciplinary action taken against you by a regulatory body or financial services monitoring organization?	<input type="checkbox"/>	<input type="checkbox"/>
8. Have you ever been under legal order to make monetary payments to another person or business entity, including spousal support?	<input type="checkbox"/>	<input type="checkbox"/>
9. Have you ever had your wage garnished?	<input type="checkbox"/>	<input type="checkbox"/>
10. Are you currently indebted to any insurer or MGA or other financial services companies? If 'Yes', specify name of creditor, anticipated duration of debt, existing amount, when debt commenced, repayment schedule and conditions for repayment.	<input type="checkbox"/>	<input type="checkbox"/>
11. Have you ever pleaded guilty, nolo contendere (no contest) or been found guilty of an offense under any law of any statute or law of any other province, territory, state or country, for which you have not been pardoned, or are you currently the subject of any charges? Some examples of these offenses are fraud, theft, weapons charges, drug trafficking, physical assault, impaired driving, tax evasion and human rights violations. You are not required to disclose minor traffic infractions such as speeding or parking violations.	<input type="checkbox"/>	<input type="checkbox"/>
12. Have you ever been terminated or resigned, or had any contracts cancelled which you held with any financial services company because you were accused of violating insurance or investment related statutes, regulations, rules or industry standards of business conduct?	<input type="checkbox"/>	<input type="checkbox"/>
13. Are you currently, or is there any reason to believe that in the future, you will be under any legal restriction or impediment which would prevent you from lawfully carrying on the business of insurance producer or broker?	<input type="checkbox"/>	<input type="checkbox"/>

Section 7 – Errors and Omissions coverage

- a. Attach a copy of your E&O certificate.
- b. Has any policy or application for E&O insurance on your behalf ever been declined, cancelled or renewal refused?

☐ Yes ☐ No If 'Yes', please explain below

Section 8 – Additional information from previous sections

(Please indicate the corresponding question numbers)

Section 9 – General instructions concerning taxpayer identification number (TIN)

Under current tax laws, you are required to give us your correct TIN (either a Social Security Number (SSN) or Employer Identification Number (EIN)).

The Internal Revenue Services (IRS) uses the TIN for identification purposes to help verify the accuracy of your tax return. You must provide your TIN whether or not you are required to file a tax return.

- **Individuals:** If you are an individual, you must provide the name shown on your social security card. However, if you have changed your last name (e.g. due to marriage) without informing the Social Security Administration, please enter your first name, the last name shown on your social security card and your new last name.
- **Sole Proprietors:** You (the owner) must provide your individual name as it appears on your social security card. You may also provide your "doing business as" name. You may use either your SSN or EIN. Show the name that appears on your social security card and the business name as it was used to apply for your EIN or Form SS-4. Please note that the use of an EIN may result in unnecessary IRS notices being sent to IA American Life Insurance Company by the IRS.
- **Corporation and Partnerships:** Provide us with the name and EIN of the partnership or corporation.

Section 10 – Recruiter and MGA only

Primary mailing address for agent:

☐ Residence ☐ Business ☐ Corporate ☐ MGA ☐ Other (give details in Section 3)

Contract and Compensation Details

Who is the Agent the applicant/Agent will report to? Enter the agent number and name of the next person up the hierarchy.

Agent Code Name

Requested applicant/Agent commission level ____ (Example: "04")

MGA name American Brokerage Services MGA agency code 402584

Comments/special instructions

Fair Credit Reporting Act Disclosure and Authorization

Disclosure of use of Consumer Reports

As part of the appointing and/or contracting process, IA American Life Insurance Company requests consumer reports on prospective producers. From time to time after appointing and/or contracting, IA American Life Insurance Company reserves the right to request consumer reports on its producers in connection with their contracts or new appointments. Occasionally, IA American Life Insurance Company requests investigative consumer reports, which include personal interviews with sources such as your neighbors, friends, associates and/or former employers. Consumer reports and investigatory consumer reports may include information about any or all of the following: your character, general reputation, personal characteristics, mode of living, education, past employment, credit report, professional credentials or your driving and criminal record. You have the right to request in writing, within a reasonable period of time after receipt of this notice, a complete disclosure of the scope of the Investigation requested and a written summary of your rights under the Fair Credit Reporting Act. Send your request to: Licensing and Contracting Department, P.O. Box 19114, Greenville, SC 29602-9114. Disclosure information must be in writing and mailed to you, along with the written summary of your rights, within five (5) business days after receipt of your written request. Consumer reports and investigative consumer reports, as well as other information in your file, may be shared among IA American Life Insurance Company and its affiliates and parties recruiting and recommending your appointment unless you direct otherwise.

California Residents

Summary of the provisions of section 1786.22 of the California Investigative Consumer Reporting Agency Act

- 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 furnished 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 if 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 a valid driver's license, social security account number, military identification card, and credit cards. Only if the consumer is unable to reasonably identify himself with 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 to him 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 his 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.

Authorization

I authorize IA American Life Insurance Company and its affiliates to request and obtain one or more consumer reports and/or investigative consumer reports about me for appointing and/or contracting purposes, and to share such information within IA American Life Insurance Company and its affiliates as well as with parties recruiting and recommending my appointment unless I direct you otherwise. In addition, I hereby authorize IA American Life Insurance Company to report information about earnings and debit balances to any credit bureau or similar organization.

Signature of Individual -or- Principal of Corporation

Date

Personal Information, Declaration, Consent and Authorization

I hereby declare that the information I have provided in this application form is complete and accurate in every respect, as of the date of signing. In making this application, I acknowledge and consent to the Company and submitting Master General Agent conducting routine inquiries during initial processing or subsequent administration of my contract which may provide applicable information concerning my credit rating, character, conviction records, general reputation, personal characteristics and lifestyles. This information may be obtained from or exchanged with one or more of the commercial reporting or criminal justice agencies offering this service as well as from any company or Managing General Agent I currently represent or have represented in the past. My signature shall be considered as good and sufficient authority for the applicable agency or institution to provide the requested records to the Company and that the said agency or institution is hereby released from any liability for providing same. Upon written request from the Applicant, additional information as to the nature and scope of the inquiry, if one is made, will be provided by the Company. I agree to notify and provide updated information to the Company within 5 business days, should there be any change in the information provided herein or in my ability to legally continue to sell life insurance. I understand the Company may decline my application with or without cause and that a false statement or material omission, including failure to provide updated information, may disqualify me from consideration for a contract to sell life insurance for the Company or result in the subsequent termination of my contract with the Company. In making this application I agree to conduct myself in accordance with the provisions of the Company's Standards for Ethical Market Conduct.

I acknowledge that I have received and read the Contract and documents outlined therein and agree to be bound by them. I also acknowledge that I have received all the necessary explanations regarding the Contract and documents.

Signature of Individual -or- Principal of Corporation

Date

Management Recommendation and Signature

The undersigned recommend the applicant to IA American Life Insurance Company as a suitable person to represent the company. The undersigned also agree to supervise and assume responsibility for the applicant, if appointed by IA American Life Insurance Company, in accordance with the terms of his/her contract. In the event the applicant is applying to be a Solicitor Agent, the Recruiting Agent named below shall be solely responsible for payment of compensation due, if any, to the Solicitor Agent for the execution of his/her responsibilities under contract. In the event the Company is required to pay compensation to the Solicitor by law or otherwise, the Recruiting Agent agrees to indemnify the Company for all applicable amounts.

Signature of Recruiting Agent:

Name of Recruiting Agent _____

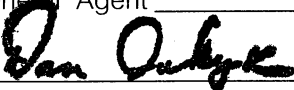
Signature of Recruiting Agent

Date

Signature of the Managing General Agent:

Name of Managing General Agent _____

American Brokerage Services



Signature of Recruiting Agent

Date

Direct deposit of compensation

Commissions will be paid weekly via EFT. Without EFT, commissions will be paid monthly.

Name of financial institution _____

Address of financial institution _____

City _____ State _____ Zip _____

Branch telephone (____) ____-_____

Routing Number _____

Account Number _____

Banking Information

Attach a personal check marked "void" for direct deposit information purposes. It is your responsibility to ensure that the banking information is accurate. If your banking information changes, you must provide the Company with current information promptly to ensure compensation is not delayed. The direct deposit request will take effect the week following contract approval.

It is understood that:

- on exception, the Company reserves the right to pay your compensation by check;
- you are responsible for any changes to the banking information transmitted by this form;
- the direct deposit may automatically terminate if your contract terminates.
- If you bank with a credit union, please contact them and ask them to provide you with the correct nine digit Routing Transit Number.

ATTACH VOID CHECK HERE

Name on
Account

Mary G. Citizen
1234 Main Street
Anytown, USA 12345-6789

10101

Date _____

Pay to the order of _____ \$ _____

_____ DOLLARS

Bank
Branch
Address

YOUR BANK NAME
Center & Main Street
Your Town, USA 12345-6789

Memo _____

⑆034993435⑆

22 11 123456

10101

Routing Number
034993435

Account Number
22 11 123456

Check Number
10101

Assignment of Compensation (Optional)

1. Declaration

For value received, the undersigned

Name _____
(hereinafter called "Assignor")

hereby assigns, transfers and sets over to

Name _____

IA American Life Insurance Company Contract Number: _____

Business Address _____ Suite _____

City _____ State _____ Zip _____

and its executors, administrators, successors or assigns (all hereinafter called "Assignee"), all of the compensation due Assignor in accordance with the terms and conditions of the Assignor's contract(s) with IA American Life Insurance Company, hereinafter called the "Company". Assignee must be a contracted agent with the company.

Until such time as a written release of this Assignment of Compensation is received from the Assignee and recorded by the Company, payment of compensation to the Assignee shall fully release the Company from all responsibility and liability as to such sums paid.

It is agreed and understood that the right to offset as stated in the Assignor's said contracts with the Company has not been waived or subordinated by the Company to any rights, claims or demands of any kind or nature whatsoever of the Assignee, and said right of offset has and shall continue to have priority over said rights, claims or demands of the Assignee.

In the event of any conflict between the terms and conditions of the Assignor's contracts with the Company and this Assignment of Compensation, the former shall govern.

2. Assignor Signature

Signature of Assignor Date

Signature of Witness Date

3. Assignee Signature and Acceptance

Should assignor be able to view commissions on Agent Marketplace? Yes ____ Paid to No ____ Assigned to

Signature of Assignee Date

Signature of Witness Date

4. Recording of Assignment

The Company hereby records the foregoing Assignment of Compensation, but does not assume any responsibility for the validity or sufficiency hereof, for any prior existing assignment, or for payments of compensation made erroneously by the Company to other than the Assignee or made by the Company prior to the recording of the above Assignment of Compensation.

Signature for The Company Date

Title

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.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt
payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

Social security number

or

Employer identification number

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

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person ▶

Date ▶

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

This Agent Agreement ("Agreement") is by and between IA American Life Insurance Company, an insurance company domiciled in the state of Georgia, and any subsequent affiliate designated from time to time by notice (hereinafter collectively referred to as the "Company" or "IAA") and _____ ("Agent, You or Your").

WHEREAS IAA is the issuer of insurance and annuity products ("Policies") that are particularly identified in this Agreement and Agent Compensation Plan, which is appended to and made a part of this Agreement; and,

WHEREAS Your candidacy as an Agent has been recommended by _____ ("Your General Agent"); and,

WHEREAS You desire to solicit and sell Policies for IAA.

NOW THEREFORE, in consideration of the foregoing and the mutual promises contained in this Agreement, the parties agree, as follows:

1. Duties and Responsibilities. You shall:

- (a) at all times, when performing functions under this Agreement, be validly licensed in the states and other local jurisdictions that require such licensing or registration in connection with Your sales activities. Out-of-state applications will not be accepted unless You are licensed and appointed in the policyholder's state of residence, regardless of where such application may have been signed. IAA will, at its option and in its sole discretion, pay resident state insurance Agent appointment fees and any renewals thereof during the term of this Agreement. IAA is not responsible for the payment of any non-resident state insurance Agent appointment fees, but may elect to pay such fees at its option. You shall be responsible for the payment of all resident and non-resident state insurance license fees, and any renewals thereof, as may be necessary to sell or solicit the sale of IAA Policies.
- (b) if the Agent is not an individual, provide a copy of the Articles of Incorporation or other proof of existence and a copy of its license as an insurance agent if such is required by law. A personal guarantee may be required of a representative of the Agent by IAA. Notwithstanding such submission, IAA shall have sole discretion to appoint, refuse to appoint, discontinue or terminate the appointment of any representative as an Agent of IAA.
- (c) maintain Errors and Omissions insurance coverage with a liability limit of \$1,000,000 or greater. IAA may require evidence satisfactory to it that such coverage is in force, and You shall give IAA prompt written notice of any notice of cancellation or change of coverage. Failure to maintain adequate Errors and Omissions coverage may result in the suspension or termination of this Agreement.
- (d) solicit sales of the Policies in all jurisdictions in which the Policies may legally be issued using forms, rates and guidelines provided by the Company and in which You are properly licensed under state law and appointed under existing Company guidelines. IAA reserves the right to set minimum standards for production and persistency for You and to modify such standards from time to time.

- (e) be responsible for offering the Policies for sale in accordance with all IAA Rules and procedures then in effect. All applications for Policies shall be made on application forms supplied by IAA and all payments collected by You shall be remitted promptly in full, without deduction or setoff, together with such application forms and any other required documentation, including conditional premium receipts, directly to IAA at the address indicated on such application or to such other address as IAA may, from time to time, designate in writing. All applications are subject to acceptance or rejection by IAA at its sole discretion. All records of information obtained hereunder by You shall not be disclosed or used except as expressly authorized herein, and You will keep such records and information confidential, to be disclosed only as authorized or if expressly required by federal or state regulatory authorities.
- (f) promptly deliver the Policies when the conditions governing such delivery have been met.
- (g) collect the initial modal premium necessary to place in force or to reinstate the Policies in the form of a check payable to the Company.
- (h) provide timely and quality service to IAA's policyholders.
- (i) comply with all applicable local, state and federal laws and with all rules and regulations of the regulatory agencies having jurisdiction with respect to the sales of the Policies. You agree to abide by the terms and conditions of this Agreement and any Rules relating to the Company's business, as may be published, or contained on the Company's website, from time to time. You will take reasonable steps to ensure that your Agents perform their duties in compliance with all applicable laws and regulations as well as the terms and conditions of their agreements with the Company. In the event you have notice that an Agent is not performing his duties in compliance with the law or Company agreement, you will notify the Company and cooperate in the investigation and termination of the Agent, if necessary.
- (j) be bound and abide by IAA's ethical market conduct requirements, as provided for in the Ethical Market Conduct (Schedule A) as amended by the Company, with notice, from time to time.
- (k) cooperate fully in any insurance, other regulatory or judicial investigation or proceeding arising in connection with the Policies, Company, You or Your Agents. You shall permit appropriate federal and state insurance and other regulatory authorities to audit Your records and shall furnish the foregoing authorities with any information which such authorities may request in order to ascertain whether You or your Agents are complying with all applicable laws and/or regulations. You shall promptly notify the Company of any customer complaints with respect to the Policies and cooperate with the Company in resolving all customer complaints with respect to the Policies and You.
- (l) maintain thorough and correct books, accounts and records of all transactions covered by this Agreement as required by applicable laws and regulations. You shall preserve and hold all documents, correspondence and records that come into Your possession or control relating to the Policies for as long as the Policies remain in force. Your books, accounts and records shall clearly and accurately disclose the details of Your activities related hereto. You shall take appropriate action to keep confidential all information obtained pursuant to this Agreement (including, without limitation, names of purchasers of Policies), as set forth under Section 8. The Company shall have access to all books, accounts and records of You, Your employees or Agents. This provision shall survive termination of this Agreement.

2. Limitation of Authority. Your authority shall extend no further than stated in this Agreement. You shall not:

- (a) make, waive or change any questions, statements or answers on any application for an Agent Agreement, the Agreement itself or any application for the Policies, the terms of any receipt given thereon or the terms of the Policies;
- (b) extend the time for payment of premiums, waive any premiums or forfeitures, guarantee dividends, earnings or rates, estimate future interest, mortality or expense factors except through the use of authorized illustrations and projections approved by IAA;

- (c) deliver the Policies unless the health of the Insured(s) or Annuitant(s) is substantially unchanged from the date of the application;
 - (d) incur any debts or liabilities for or against the Company;
 - (e) receive any money for the Company except premiums, as authorized in Section 1(g) above, in the form of a check payable to the Company;
 - (f) misrepresent, or fail to disclose accurately, the terms or nature of the Company's Policies;
 - (g) pay any premiums on Policies other than Your own or those of Your immediate family members;
 - (h) solicit business in a state where the policies are not approved for sale;
 - (i) violate any published IAA policy on Investor Owned Life Insurance (IOLI) / Stranger Owned Life Insurance (STOLI) sales and viatical/life settlements;
 - (j) enter into any proceedings in a court of law or before a regulatory agency in the name of, or on behalf of, IAA.
3. **Independent Contractors.** You are an independent contractor with respect to IAA. Nothing in this Agreement shall create or be construed to create the relationship of employer and employee between IAA and You.
4. **Policies.** Policies issued by IAA to which this Agreement applies are listed in the Agent Compensation Plan (Schedule C), which is appended to and made a part of this Agreement. IAA, in its sole discretion and without notice to You, may suspend sales of any Policies or may amend such Policies.
5. **Company Property.** You agree that all policyholder files, lists of policy owners, insured persons, or annuity contract holders' records and premium accounts are the property of IAA and may be audited or inspected as IAA may require. All computer software containing the rates and values of products issued by IAA, all IAA rate books, computer printouts, forms, policies, brochures, sales promotion materials, whether in hard copy or computer format, containing the name/logo of IAA or any affiliated company remain the property of IAA and are furnished to You in confidence, and You agree to refrain from reproducing, publishing or disclosing such material other than in the ordinary course of business or with the written consent of IAA. You further agree that all such property shall be returned to IAA upon demand or upon termination of this Agreement. Upon termination of this Agreement, for any reason, You further agree to not use any such material for Your commercial purposes or for that of any other entity.
6. **Territory.** This Agreement does not confer any exclusive right or territory upon You and the Company reserves the right to:
- (a) establish and maintain other or additional offices in the same locale; and
 - (b) appoint Agents in such locale as recommended by others.
7. **The Violent Crime Control and Law Enforcement Act.** You represent and warrant to IAA that neither You nor any Agent, employee or representative of Yours providing services according to the terms of this Agreement has been convicted of any felony involving dishonesty or breach of trust under any state or federal law. You agree to defend and indemnify IAA with respect to any action brought against IAA to the extent that such action is based upon a claim that the engagement by IAA or You, or any such Agent, employee or representative of Yours, violated any state or federal proscription against such engagement, including, but not limited to, The Violent Crime Control and Law Enforcement Act of 1994, as may be amended.
8. **Confidential Information and Protection of Non-Public Personal Information.** You and IAA agree to maintain the other party's Confidential Information (defined below) in strict confidence and in a manner to safeguard against unauthorized access, disclosure, use, destruction, loss or alteration in accordance with the Gramm-Leach-Bliley Act, Regulation S-P, the relevant state and federal regulations pursuant thereto and state privacy laws (all the foregoing referred to as "Privacy Law.")

- (a) "Confidential Information" shall mean: (1) any data or information that is proprietary to the disclosing party and not generally known to the public, whether in tangible or intangible form, including, but not limited to, any information relating to a party's marketing strategies, business systems, databases; and (2) any customer or consumer specific data deemed to be "non-public personal information" under the Privacy Law.
- (b) Specifically, with regard to non-public personal information, You and IAA agree that We are prohibited from using consumer or customer non-public personal information other than: (1) to execute the terms or conditions of this Agreement, as permitted by Privacy Law, or (2) as required by state or federal law, regulation or rule. You and IAA agree not to disclose consumer or customer non-public personal information to any third parties without prior written permission of the consumer or customer. You and IAA shall promptly report to the other party any unauthorized disclosure or use of any Confidential Information of which it becomes aware.
- (c) Upon request, You and IAA shall return to each other or destroy (and provide an appropriate written destruction certificate) all Confidential Information in its possession or control. No disclosure by You or IAA of Confidential Information, hereunder to the other party shall constitute a grant to that other party of any interest or right whatsoever in such Confidential Information, which shall remain the sole property of the disclosing party.
- (d) You and IAA have the right to make reasonable requests to inspect, during normal business hours, the other's facilities, data and records, associated audit reports, summaries of test results or equivalent measures taken by a party to ensure compliance with the Privacy Law for the purposes of verifying compliance with the confidentiality provisions of this Agreement. The terms of this section will survive the termination of this Agreement.

9. **Sales Promotion Material and Advertising.** "Sales Promotion Material" and "Advertising" are defined as material designed to create public interest in the Policies or to induce the public to purchase, increase, modify, reinstate or retain a Policy, including:

- (a) printed and published material, web sites, audio-visual material, descriptive literature, used in direct mail, newspapers, magazines, radio and television scripts, billboards, other electronic media and similar displays;
- (b) descriptive literature and sales aids of all kinds, including circulars, leaflets, booklets, depictions, illustrations and form letters, whether in the form of computer software or printed materials; and
- (c) material used for training and education that is used or designed to be used or is used to induce the public to purchase, increase, modify, reinstate or retain a Policy.

You shall be provided with illustrations relating to the Policies and such other material as IAA determines to be necessary or desirable for use in connection with sales of the Policies. No sales promotion materials or any advertising relating to the Policies shall be used by You unless the specific item has been approved in writing by IAA. While IAA stationery may be made available to You, it is to be used only when promoting the Company's products exclusively.

In addition, You shall not print, publish or distribute any advertisement, circular or any document relating to IAA unless you have received prior written approval to do so from IAA.

10. **Anti-Money Laundering.** Anti-money laundering rules, pursuant to the USA PATRIOT Act, require life insurance companies to establish anti-money laundering programs and to report suspicious transactions and suspicious attempted transactions. In order to fulfill its legal obligations, the Company requires that You abide by the following:

- (a) Ensure that the information required on the product application and associated documents, and on any other documents submitted to the Company, is accurate and complete;
- (b) Fulfill all customer identification/verification requirements that the Company communicates to you or posts on its secure agent website;

- (c) Comply with the Company's Rules for acceptable methods of payment. These Rules, which may be modified at the Company's sole discretion, are contained on the secure Agent website and in the Producer's Guide to Anti-Money Laundering Rules, which is posted on the website. Please do not collect premium payments in cash. "Cash" is defined as the currency of the United States or any other country;
- (d) Immediately bring a suspicious transaction (or a suspicious attempted transaction) to the Company's attention by reporting it to the Chief Anti-Money Laundering Officer;
- (e) Cooperate fully with the Company during any investigation it undertakes to determine whether a transaction (or attempted transaction) should be reported to the Financial Crimes Enforcement Network. This includes promptly complying with the Company's requests for information and documents;
- (f) Do not disclose the contents of a Suspicious Activity Report ("SAR") to the subject of the SAR or to any other person. Do not disclose the fact that the Company has filed a SAR or has considered filing a SAR;
- (g) Complete anti-money laundering training, from a training provider that is acceptable to the Company, within the time limits specified by the Company. All new Agents must successfully complete an appropriate anti-money laundering training program, from a training provider that is acceptable to the Company, within 90 days of their appointment;
- (h) Cooperate fully when the Company tests the effectiveness of its anti-money laundering program;
- (i) Keep all documents and information relating to a suspicious transaction, or a suspicious attempted transaction, for five years; and
- (j) Stay up-to-date with the Company's anti-money laundering requirements by referring to the secure Agent website.

11. Compensation.

- (a) Agent Compensation Plan. IAA will establish, maintain and publish an Agent Compensation Plan for each Agent classification level. Each such Plan may be amended from time to time, at IAA's sole discretion. The terms and conditions of the Agent Compensation Plan for Your current classification are made a part of this Agreement by reference.
- (b) Agent Classification. Your classification is reflected in the Agent Compensation Plan. IAA may reclassify You from time to time. You will be notified of any such reclassification prior to the effective date of the new classification. Any change to a different classification level would typically be based on announced or required production levels, but may also be based on other considerations, such as changes in field management or organization, or marketing strategy. The new classification will apply to business produced after the effective date of Your reclassification.
- (c) Commissions. You shall be compensated in accordance with the terms of this Agreement and the Agent Compensation Plan for Your classification. Commissions shall accrue only after issuance and delivery of the Policy, after the due date of the premium and after the premium is received by IAA. Commissions on premiums paid in advance shall accrue only on the regular premium due dates of such premiums. No commission shall be payable on account of waived premiums or on interest or loan payments collected. Compensation on extra premiums, conversions, exchanges, replacements and other special situations not provided herein will be governed by IAA's Rules and practices in effect at that time. The rate of, and the right to receive compensation on, any Policy not listed in the Agent Compensation Plan or requiring special underwriting shall be determined by the published commission schedule for that product or Rules of the Company in effect at that time or by a separate written agreement with You, signed by a duly authorized representative of the Company. No applications will be accepted, nor will any compensation be paid, on Policies that are not approved in the state where written. In order to receive any compensation, You must be licensed and appointed with IAA in the Policy's state of issue at the time of Policy issue. Commissions will be payable when they exceed \$50.00 net of chargebacks, subject to any other applicable terms and conditions contained herein.

- 12. Changes to Commission Schedule.** IAA may change the commission schedule at any time. Any such change shall apply to compensation due on applications received by IAA after the effective date of such change.
- 13. IAA Refund of Premium.** IAA, in its sole and absolute discretion, may reject any applications or payments remitted through You and may refund an applicant's payments to the applicant. The Company may, at its discretion, settle any claim of policy owners or others in connection with any consumer complaint or any threatened or pending lawsuit as a result of any claimed improper or unauthorized action or statement in marketing the policy. In the event a refund of premium is made, for any reason, and You or Your Agents have received compensation, including renewal commissions, You shall promptly repay such compensation to IAA. If repayment is not promptly made, IAA may, at its sole option, deduct any amounts due IAA from Your future commissions otherwise payable to You. Any compensation chargebacks shall be made in accordance with Company policy in effect at the time of said chargebacks. This provision shall survive termination of this Agreement.
- 14. Restrictions.**
- (a) You agree that You shall not, whether or not permitted by law,; (1) rebate, or offer to rebate, all or any part of a premium on a Policy, directly or indirectly; (2) withhold any premium on a Policy; (3) rebate, or offer to rebate, all or any part of a commission paid or payable upon the sale of a Policy; or (4) promote fee splitting. Violation of such Company Rules, laws or regulations shall be grounds for termination of this Agreement by IAA for cause.
 - (b) If You at any time induce, or endeavor to induce, any owner of a Policy to relinquish the Policy except under circumstances where there are reasonable grounds for believing that the Policy, contract or certificate is not suitable for such person, any and all compensation due You shall cease and terminate.
 - (c) Nothing in this Agreement shall be construed as giving You the right to incur any indebtedness on behalf of IAA. IAA is hereby authorized to set off Your liabilities against any and all amounts otherwise payable to You by IAA.
 - (d) IAA shall not be obligated to recognize any assignment of commissions by You until the original assignment, or a certified copy thereof, is delivered at its home office, nor does IAA assume any responsibility for, or guarantee the validity or sufficiency of, any assignment.
- 15. Vesting.**
- (a) Vesting of compensation shall be described in the Agent Compensation Plan for Your classification in effect at the time of termination.
- 16. Termination.**
- (a) This Agreement may be terminated by any party, without cause, upon ten (10) days' written notice to the other party via regular U.S. mail addressed to the last known address of the other party (the "Notice Period"). This is an at-will contract; this is not a contract for a definite term or period of time. It is agreed and understood that the Company reserves the right to close any pending business during the Notice Period and, without limiting the generality of the foregoing, to refuse to provide compensation for requests for premium increases on existing business made after written notice to the Agent has been given.
 - (b) This Agreement automatically terminates upon:
 - (i) Your death or inability to perform Your Duties and Responsibilities under Section 1 of this Agreement or as contained in the Agent Compensation Plan;
 - (ii) Your insolvency or bankruptcy occurring after the date of this Agreement, or if the Agent is a corporation, upon its dissolution or liquidation;

- (iii) Your failure to meet the minimum production and/or persistency requirements of the Company for continuation of this Agreement. These requirements may change from time to time. The minimum requirements shall be announced periodically and any changes shall be announced prior to the effective date of the change; or
 - (iv) Your failure to maintain in force the specified amount of professional errors and omissions liability coverage.
- (c) Termination for cause results in forfeiture of any further payments and any accrued rights to participate in plans, programs or benefits that require an active Agent's Agreement. Termination for cause shall be:
- (v) violation of any of the provisions of this Agreement or published Rule;
 - (vi) violation of any state or federal laws or regulations relating to insurance;
 - (vii) inducing, or attempting to induce, our policy owners to relinquish or replace the policies with such frequency as to indicate a pattern of inappropriate activity;
 - (viii) misappropriation or commingling of Company funds;
 - (ix) withholding any property belonging to the Company after demand for its relinquishment has been made;
 - (x) withholding any monies due the Company after demand for payment has been made;
 - (xi) doing any act that results in having the required license to act as an insurance Agent or broker suspended or revoked by a Department of insurance;
 - (xii) making any representation or doing any act injuring the business reputation of the Company;
 - (xiii) conviction of a felony or misdemeanor involving theft, fraud or moral turpitude;
 - (xiv) engaging in a fraudulent act or misrepresenting Policy benefits, provisions or premiums; or
 - (xv) engaging in any activity that is a breach of this Agreement and, in particular, the restrictions imposed under paragraph 14(a).

A termination under Section (a) or (b) immediately above will not preclude a termination for cause at a later date. Notwithstanding anything to the contrary, in the event You are concurrently contracted with IAA, termination for cause under one agreement shall be deemed termination for cause under any and all existing agreements.

17. Indebtedness.

- (a) IAA is authorized, at any time either before or after the termination of the Agreement, to deduct compensation due from IAA to You, whether payable hereunder or pursuant to any other agreement with the Company, the entire amount of any funds, including, but not limited to, advances or debts owed by You to IAA or its affiliates, associates, parents or subsidiaries, but only to the extent of the actual amount owed by You, as determined by IAA.
- (b) Any compensation, regardless of how characterized, paid to You for premiums or considerations, including rollover amounts, later returned or credited to the customer, or any overpayment of such compensation, shall be a debt due to IAA from You and payable in accordance with (a) above.
- (c) In addition to all other rights available to IAA as a creditor, IAA shall have a first lien on all compensation payable under the Agreement for any of the funds, advances or debts described herein.
- (d) To the extent that any compensation due to You from IAA is insufficient to cover advances or other debts, the difference shall become a debt due and payable immediately to IAA unless other arrangements have been made with IAA. At the sole discretion of IAA, interest, at a lawful rate to be determined by IAA, shall thereupon begin to accrue.
- (e) In the event IAA initiates collection efforts or legal action to collect any indebtedness of the Agent. You shall reimburse IAA for attorney fees and expenses in connection therewith.

- (f) You are responsible for all indebtedness of Agents under Your responsibility. The Company has the right to charge Your account as soon as the debt occurs regardless of whether any steps have been taken by the Company to collect the debt from the Agent. Should an extension of time for payment of any obligation be granted to You by the Company, the extension shall not in any way affect the provisions of the contract.
- (g) Upon your failure to pay any indebtedness to IAA or its affiliated companies, however incurred, IAA and its affiliated companies may immediately offset, charge against and/or reduce such indebtedness with any commissions or fees, whether earned or to be earned in the future, due You under this Agreement or under any agreement with IAA or its affiliated companies.
- (h) IAA may charge interest on any indebtedness for which you are responsible.

18. Indemnification.

- (a) IAA shall indemnify and hold You, and each director and officer of, and any person controlling the Agent harmless from any losses, claims, damages or liabilities (or actions in respect thereto), including reasonable attorneys' fees resulting from negligent, fraudulent or unauthorized acts or omissions by IAA or its employees.
- (b) You shall indemnify and hold IAA harmless from any and all costs, expenses, losses, claims, damages or liabilities (or actions in respect thereof), including reasonable attorneys' fees, resulting from the following:
 - (i) any negligent, fraudulent or unauthorized acts or omissions by You;
 - (ii) any unauthorized use of sales material, advertising or any oral or written misrepresentations or any unlawful sales practices with respect to the Policies by You; and
 - (iii) claims made by any of Your Agents for compensation over and above that which is specifically agreed upon in such Agent's Agreement.

The foregoing indemnities described in paragraph 18(b) shall, upon the same terms and conditions, extend to and inure to the benefit of each director and officer of and any person controlling, IAA. The foregoing indemnities shall not extend to losses, claims, damages or liabilities (or actions in respect thereto) arising out of death claims or claims related to the mortality risks of the Policies.

- 19. **Assignability.** This Agreement may not be assigned by the Agent without the express written consent of the Company. Any attempt to assign this Agreement without such consent shall effect an immediate termination of this Agreement. The Company may assign the Agreement upon reasonable written notice to the Agent. Any approved assignment shall be subject to a first lien to IAA for any indebtedness owed to IAA.
- 20. **Waiver.** Failure of any party to insist upon strict compliance with any of the conditions of this Agreement shall not be construed as a waiver of any of the conditions, but the same shall remain in full force and effect. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.
- 21. **Partnerships.** When the Agent is a partnership or corporation, any reference made to the Agent as an individual shall be deemed to mean the partners or officers of the corporation who are licensed and appointed with IAA.
- 22. **Prior Agreements.** This Agreement replaces any prior Agreement between You and the Company. However, any amounts due to, and by, the Company, either now or in the future, under any such prior Agreement are charged or credited to You as though they were amounts due under this Agreement, according to the regulations governing this Agreement.

23. **Service of Process.** You are not our authorized Agent or representative to accept service of legal process and, therefore, You should not accept service. If, however, any paper is served upon You, You shall send the same to our Legal Department at 17550 N. Perimeter Drive, Suite 210, Scottsdale, AZ 85255-7833 by certified mail within 24 hours after receipt.

24. **Definitions.**

- (a) **Notice.** Unless otherwise provided in this Agreement, all notices, requests and other communications provided pursuant to this Agreement shall be in writing. They shall be deemed to have been given on the date of delivery, if delivered personally to the party to which notice is to be given, or upon the date of mailing if deposited in the mail, with sufficient first-class postage affixed, and addressed to the party at the address(es) shown below.

All notices shall be sent to: IA American Life Insurance Company
17550 N. Perimeter Drive, Suite 210
Scottsdale, AZ 85255-7833

Agent : (name) _____

(street) _____

(city, state, ZIP) _____

- (b) **IAA.** IAA shall include IA American Life Insurance Company and any subsidiary, parent or affiliate.
- (c) **Policies.** Policies shall mean life insurance policies and annuity contracts.
- (d) **Policy Year.** Policy Year shall mean the period of one year commencing with the date of issue of any Policy and the subsequent anniversaries of such date of issue.
- (e) **Rule.** IAA's written guidelines, procedures and practices governing all Agents contracted by IAA, at any level, regarding compensation, contracting and appointing, marketing, market conduct, compliance and any other aspect of the relationship between an Agent and IAA or concerning the Agent's conduct.

25. **Governing Law.** This Agreement shall be construed in accordance with, and governed by, the laws of the state of Arizona.

26. **Entire Agreement.** The foregoing represents the entire Agreement between the parties. The parties shall not be bound by any other promise, contract, understanding or representation unless it is made by an instrument in writing and executed by a duly authorized officer of the Company.

27. **Effective Date.** This Agreement shall take effect as of the date it is approved in writing by a duly authorized officer of IAA.

IA AMERICAN LIFE INSURANCE COMPANY

AGENT – IF INDIVIDUAL

_____**Marv Reber**_____
Authorized Signer

Print Name of Individual

_____**Director, Underwriting & New Business**_____
Title

Signature

Signature

Date

Date

AGENT – IF ORGANIZATION

**Facsimile and scanned signatures are to be
considered as valid as originals.**

Print Name of Organization

Print Name and Title of Signor

Signature

Date

The Company is committed to ethical market conduct and to compliance with all applicable laws and regulations. It expects the same high standards from those who sell and service its life insurance and annuity products.

This document sets out the principles of ethical market conduct that the Company requires its Agents to follow.

If You fail to observe these ethical standards, the Company may, at its sole discretion, terminate its agreement with You.

HIGH STANDARDS OF HONESTY AND FAIRNESS

- You shall conduct business according to high standards of honesty and fairness and render service to Your customer (and prospective customer) that, in the same circumstances, You would apply to, or demand for, Yourself.
- You will comply with all applicable laws and regulations and published Company requirements including, but not limited to, Company Rules, Agent Guides and the Company website.
- You will put the interests of Your customer (or prospective customer) ahead of Your own direct or indirect interests.
- You will disclose to a customer (or prospective customer) all conflicts of interest associated with a recommendation to purchase a life insurance or annuity product.
- You will make every reasonable effort to determine a customer's (or prospective customer's) insurance needs and financial objectives based upon relevant information obtained from them. You will assist the customer (or prospective customer) to enter into only those transactions that assist them to meet their insurance needs or financial objectives.
- You will not accept an application submitted on behalf of a customer (or prospective customer) if You have knowledge that the applicant or life to be insured has misrepresented, or failed to provide, information that is requested by the Company.
- You will accurately record, and forward to the Company, all the information that the Company requires.

SAFEGUARDING PERSONAL INFORMATION

- You will protect the customer's (or prospective customer's) personal information with safeguards appropriate to the sensitivity of the information. You will meet all state regulatory requirements and abide by all published Company Rules relating to the Company's business, as may be published or contained on the Company's website, for the collection, access, use, disclosure and disposal of non-public personal information.

COMPETENT AND CUSTOMER-FOCUSED SALES AND SERVICE

- You will provide competent and customer-focused sales and service.
- You will give advice to Your customer (and prospective customer) only after analyzing all of the relevant facts.
- You will give advice only within the limits of Your professional and technical competence.
- You will present all the facts that the customer (or prospective customer) needs to be able to make an informed decision about their insurance and investment needs. Your communications to Your customer (or prospective customer) will be accurate, honest, complete and in plain language.
- You will continue to improve Your professional and technical competence by meeting, or exceeding, mandatory continuing education requirements.
- You will have a thorough understanding and detailed knowledge of the Company products and services for which You are authorized to accept applications on behalf of the Company.
- You will inform a customer (or a prospective customer) that information provided to the Company must be accurate and complete and that failure to provide accurate and complete information could invalidate a contract.
- As part of its commitment to ethical market conduct, the Company provides Agents with materials on Company products, services, administrative procedures and compliance requirements.

ACTIVE AND FAIR COMPETITION

- The Company engages in active and fair competition and requires You to conduct Your sales activities in compliance with applicable federal and state laws fostering fair competition.
- You will refrain from making derogatory remarks about competitor companies.

REPLACEMENTS

- The Company will not support the replacement of life insurance policies or annuity contracts unless such a replacement is in the best interest of the customer (or prospective customer). If it is in their best interest to modify or change their policies or contracts, You must first inform them of both the advantages and disadvantages of the change and provide the customer (or the prospective customer) with the information they need in order to ascertain whether such change is, or is not, appropriate. In addition, the change must be made in accordance with the procedures prescribed by law and the published policies and procedures of the Company.

SALES MATERIAL AND ADVERTISING

- The Company provides advertising and sales materials that are clear as to purpose and honest and fair as to content. The Company requires that all sales materials or solicitation communications be based upon the principles of fair dealing and good faith and have a sound basis in fact.
- The Company requires that sales materials designed to lead to a sale be presented in a manner consistent with the best interests of the customer (or the prospective customer).
- The Company requires that any solicitation to either current or prospective customers be made in such a way so as not to mislead them about the real goal of the solicitation.
- The Company requires that materials presented as part of a sale be comprehensible in light of the complexity of the product being sold.
- The illustrations of premiums, costs, values, benefits and other criteria that You provide to Your customers (or prospective customers) must be accurate, fair and complete. They must contain appropriate disclosure of both guaranteed and non-guaranteed amounts in the policy or contract.
- You are required to comply with all applicable laws, regulations and Company Rules relating to the Company's business, as may be published or contained on the Company's website, related to advertising, unfair trade practices, sales illustrations and other similar provisions.

CUSTOMER COMPLAINTS

- You are required to assist the Company to provide fair and expeditious handling of customer complaints and disputes. You are required to notify the Company of any litigation on behalf of a current customer (or prospective customer). The Company has established and maintains a system for handling customer complaints that complies with applicable laws and regulations. The Company, in good faith, strives for the expeditious and fair resolution of customer complaints and disputes.

MONITORING COMPLIANCE WITH ETHICAL MARKET CONDUCT

- The Company maintains a system of supervision and review that is reasonably designed to monitor compliance with these principles of ethical market conduct.
- The Company will not accept business from an unlicensed or non-appointed Agent and has a system in place to ensure that all licenses are current.
- The Company maintains a system to monitor federal and state-mandated training requirements.

CONCLUSION

- You are required to comply with all applicable laws and regulations as well as Company Rules relating to the Company's business, as may be published or contained on the Company's website, that implement these principles of ethical market conduct.
- The Company will terminate its relationship with any Agent who is unwilling or unable to conduct themselves in accordance with these principles of ethical market conduct.

Although some items of compensation are fully earned when credited by the Company to the Agent's account, others only become so at the end of a premium payment period of up to nine (9) months. Consequently, the Company offers the Agent a compensation system based on advances that become refundable to the Company in case of early policy or premium termination.

It is important to note and it shall be agreed that an advance constitutes a debt from the Agent to the Company and is unconditionally payable to the Company on demand. Upon lapse or termination of a policy for which unearned commissions have been paid, the Company has the right to charge the Agent an amount equal to the outstanding unearned commission.

a) Calculation of Commission Advances.

The advance on a fixed premium contract is determined by multiplying the first year premium of the policy according to the annual mode of payment times the advance percentage times the commission percentage defined in the Commission Schedule.

The advance on a flexible premium product is determined by multiplying the planned annual first year premium expected to the next policy anniversary (to a maximum of the Target premium) times the advance percentage times the commission percentage defined in the Commission Schedule.

The advance percentage is the percentage of annual premium against which the first year commission rate from the Commission Schedule will be multiplied to determine the amount of advance to credit the Agent's account.

The Company will credit the Agent's account with a first year commission advance when a new life insurance or annuity contract comes into force. "Comes into force" means when the policy has been activated with premium.

b) Limitations.

The Company does not advance commissions on insurance or annuity contracts when the frequency of premium payment is Quarterly, Semi-Annual or Annual.

The Company does not advance commissions on excess, unscheduled or renewal premiums.

The Company does not advance commissions on insurance or annuity contracts when the owner of the policy contract or the insured is an immediate family member or a business partner of the Agent.

The advance allowed the Agent on any individual policy or group of related insurance or annuity contracts shall not exceed the Company rules then in force.

The advance exposure allowed the Agent shall be subject to the Company rules then in force. Exposure is the total of all advances credited to the Agent's account on insurance and annuity contracts less earned commission on paid premiums for the same contracts.

An advance shall first be applied to any financial obligation due by the Agent to the Company.

The Company reserves the right to charge a fee for the convenience of offering advanced commissions.

The Company has the right to stop offering advanced commissions at any time.

Notwithstanding the above, it is understood and agreed that the decision to advance commissions is solely at the discretion of the Company, and nothing herein derogates from the right of the Company, in its sole discretion, to withhold any advance if it is of the view that the advance or advances would not be in its best interest or that of its stakeholders.

This Advances Addendum will be attached to and made a part of the Agent Contract dated _____ between IA American Life Insurance and the agent listed below.

The advance percentage shall be ____ 50% or ____ 75%.

IA AMERICAN LIFE INSURANCE COMPANY

By Marv Reber

Director, Underwriting & New Business
Title

Signature

Date

**NEXT AGENT ABOVE IN HIERARCHY
(If not Managing General Agent)**

Print Name and Title of Signor

Signature

Date

AGENT

Print Name of Individual or Organization


Print Name and Title of Signor if Organization

Signature

Date

MANAGING GENERAL AGENT

Dan Dubyk, President, ABS
Print Name and Title of Signor


Signature

Date

Facsimile and scanned signatures are to be considered as valid as originals.