



## ZURICH Contracting Checklist

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

### Documents To Be Completed & Returned:

- Application for Contracting and Appointment [IFA-5000]
- Consent to Request Consumer Report and/or Investigative Consumer Information [ZM-24330CQ]
- Insurance Broker Agreement [GL North American 1001]
- W9 Form
- Proof of E&O
- Individual State License(s)
- Corporate State License(s) (If Applicable)
- Commission EFT Direct Deposit Request [IFA-COM-DD] w/Voided Check (OPTIONAL)

### SEND TO:

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



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

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

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

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

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

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

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

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

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

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



## Debit-Check Agent/Agency Authorization Form

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

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

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

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

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

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

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

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

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

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

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

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

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

**FOR COMPANY USE ONLY**

**AGREED AND ACKNOWLEDGED BY COMPANY:**

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

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

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

# Application for Contracting and Appointment



With each of the Zurich® life insurance companies (each a "Company" and collectively the "Companies") listed below:

Zurich American Life Insurance Company. Schaumburg, IL

## New Business

Complete if you are submitting a new business application with this appointment / contracting application.

Proposed Insured's Name	Policy Number (if applicable)	
Proposed Insured's SSN	Application Sign Date	State

## A. Personal Information (Required of all applicants)

First Name	Last Name	Middle Initial	
Birth Date	SSN	<input type="checkbox"/> Male <input type="checkbox"/> Female	
Residence Street Address	City	State	Zip Code
Phone	How long have you lived at this residence? <small>If less than two years in your current residence please list your former address.</small>		
Former Residence Street Address	City	State	Zip Code
How long did you lived at your former residence?			
Business Street Address	City	State	Zip Code
Phone	Fax	E-mail Address	

Application Type:  Individual OR  Corporate / Partnership

If applying for a corporate or partnership appointment and contract, please also complete Section D of this application.

## B. Errors and Omissions Information

Required of all applicants. Please attach a copy of your policy's specifications page.

_____		_____	
E&O Carrier Name		Name of Insured	
_____		_____	_____
Policy Number		Expiration date	State
Coverage amounts: Per Act	_____	Aggregate	_____
Have you ever filed a claim? <input type="checkbox"/> Yes <input type="checkbox"/> No    If yes, please attach an explanation.			

## C. Background Information

Required of all applicants. If you answer 'yes' to any questions, you must attach an explanation with supporting information and documents.

1. Have you ever had an insurance and/or securities license or registration under another name? If yes please provide that name: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. With the exception of routine traffic violations, have you ever been charged with, convicted of or plead guilty or no contest to a misdemeanor or felony?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. Within the past 10 years, have you or any firm in which you were a partner, officer or director: a. Ever initiated bankruptcy proceedings or declared bankruptcy? b. Ever defaulted on a promissory note or other debt including consumer or credit cards?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
4. Has any insurance carrier cancelled your contract or appointment for any reason other than lack of production?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5. Have you ever had a complaint filed against you that resulted in a fine, penalty, censure, cease and desist order consent order or disciplinary action?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6. Have you ever been named as a defendant or codefendant in a lawsuit initiated by an insurance company?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7. Have you ever been discharged or permitted to resign from any position because you were accused of: a. Violating insurance or investment statues, regulations, rules or industry standards of conduct? b. Fraud or the wrongful taking of property?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
8. Do you currently owe money to any insurance company?	<input type="checkbox"/> Yes <input type="checkbox"/> No
9. Within the past 10 years: a. Has a bonding company ever denied, paid out on, or revoked a surety or fidelity bond for you? b. Has any E&O carrier denied, paid claims on, or canceled your coverage?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
10. Are you currently a registered representative with FINRA? If yes, please provide CRD number _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
11. Has your license ever been suspended or revoked or terminated?	<input type="checkbox"/> Yes <input type="checkbox"/> No
12. Have you completed Anti-Money Laundering (AML) Training? If yes, provide copy of the AML training certificate.	<input type="checkbox"/> Yes <input type="checkbox"/> No

### D. Corporate / Partnership Data

Required of all corporate or partnership applicants.

\_\_\_\_\_  
Name of Corporation or Partnership Tax ID Number

\_\_\_\_\_  
Name of licensed corporate officer Phone

\_\_\_\_\_  
Address City State Zip Code

State of incorporation: \_\_\_\_\_

Does your resident state permit corporations and/or partnerships to be licensed?  Yes  No

Pay commissions to the:  Firm  Licensed Associate

If commissions are to be paid to an associate, complete Assignment Form.

### E. Licensing and State Appointment Request

Required of all corporate or partnership applicants. Attach copies of licenses for all requested state appointments. Attach a check made payable to Zurich for appropriate nonresident appointments fees.

Contracted as:  
 Individual  Corporate / Partnership Resident state: \_\_\_\_\_

Please process the appointment(s) request for the following states:  
\_\_\_\_\_

### F. Line of Business Information

Required of all applicants. Please provide information for last 12 months.

Please indicate the percentage of your total production mix:

Life Insurance \_\_\_\_\_ %  
Annuities \_\_\_\_\_ %  
Health Insurance \_\_\_\_\_ %  
COLI / BOLI \_\_\_\_\_ %  
Other \_\_\_\_\_ %

Please indicate the percentage of your total life insurance sales by product type:

Universal Life \_\_\_\_\_ %  
Index UL \_\_\_\_\_ %  
Variable \_\_\_\_\_ %  
Whole Life \_\_\_\_\_ %  
Term \_\_\_\_\_ %

Please indicate the total paid life insurance target premium you produced in the past 12 months. \$ \_\_\_\_\_

Top 3 life carriers by production (last 12 months):

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

### G. Technology Information

Please indicate the Agency Management System you utilize.

AgencyWorks    Oracle    SmartOffice    Other: \_\_\_\_\_

### H. Key Agency Personnel

Please provide contact information for the following Key Agency Personnel

Illustrations Name	Phone	E-mail
Licensing Name	Phone	E-mail
Underwriting Name	Phone	E-mail
Commissions Name	Phone	E-mail
Policy Service Name	Phone	E-mail

### I. Conditions and Agreements

By signing this Application, I acknowledge and represent that:

- All information furnished in this Application is true, correct and complete.
- I understand that no Company is obligated to approve this Application. I release and will not hold any Company liable for not appointing or contracting with me.
- I agree to comply with all state laws with regard to solicitation of business prior to appointment and contracting.
- I authorize any person or entity that may have knowledge of my employment, financial, criminal or other history to release such information to any Company in connection with this Application. A photocopy of this authorization will be as valid as the original, regardless of the date it is signed.
- I also acknowledge by my signature below that I authorize the Company, now or in the future, to obtain a consumer or investigative consumer report on me, and that I have received from the Company all disclosures required by the Fair Credit Reporting Act. I understand that I will be notified in writing by a Company that takes adverse action based on any information in a consumer or investigative consumer report.
- I authorize the Company to report information about earnings and debit balances to any credit bureau or similar organization.
- I agree to maintain the level of Errors and Omissions (E&O) coverage as required by the Company.

\_\_\_\_\_  
 Print Applicant Name (Corporate/Agency Officer if applicable)

\_\_\_\_\_  
 Applicant Signature (Corporate/Agency Officer if applicable)      Date

# Consent to Request Consumer Report and/or Investigative Consumer Information



I agree that Zurich American Life Insurance Company and Zurich American Life Insurance Company of New York (collectively referred to as "the companies") may utilize the services of a consumer reporting agency or agencies and obtain investigative consumer reports or consumer reports as part of processing my application for appointment as a Broker General Agency, Broker-Dealer, Agency, Broker or Agent with the companies. Zurich may also utilize the services of these agencies for the purpose of evaluating the continuing of any appointments I may have with the companies, or for my obtaining further appointments with the companies.

I understand a consumer reporting agency may conduct an investigation and prepare an investigative consumer report or a consumer report that may include a financial credit check concerning my credit worthiness, credit standing or credit capacity; criminal background check; state licensing/disciplinary check; employment or contract check and other information bearing on my credit and financial history; character, general reputation, personal characteristics, mode of living; whichever are applicable. This report may be compiled with information from credit bureaus, courts records repositories, departments of motor vehicles, past or present employers and educational institutions, governmental occupational licensing or registration entities, business or personal references, and any other source required to verify information that I have voluntarily supplied. I understand such information may be obtained through personal interviews with my neighbors, friends and associates, acquaintances or other persons who may have knowledge regarding such information. I further understand that any offer of appointment will be conditional upon the receipt and our review of satisfactory information.

I further understand that upon written request, subjects of any consumer report or an investigative consumer report have the right to: 1) receive a summary of their rights under The Fair Credit Reporting Act; and 2) receive a disclosure of the nature or scope of the investigation conducted.

I hereby consent to this investigation and to future investigations (excluding California for future investigations only) so long as I am appointed (or being considered for appointment) with Zurich and authorize representatives of Zurich to procure a report on my background as stated above from a consumer reporting agency or other source providing such information.

I understand Zurich may be required to release any information revealed by this investigation to a state or federal agency or body and I agree to such release.

A photographic or faxed copy of the Consent shall be as valid as the original.

**Note to Residents of California, Minnesota or Oklahoma:** In connection with your application for appointment, your consumer report may be obtained and reviewed. You have a right to receive a free copy of your consumer report by checking the box below:

Yes, I am a resident of California, Minnesota or Oklahoma and would like to receive a copy of my consumer report if it is obtained in connection with this application.

Print name: \_\_\_\_\_  
Last First Mi

I Agree

Applicant Signature \_\_\_\_\_

Date \_\_\_\_\_



# Commission EFT Direct Deposit Request



In order to initiate the EFT direct deposit of compensation, the following information must be completed. **Please print or type.**

\_\_\_\_\_  
Name of BGA/GA/Broker

\_\_\_\_\_  
Date

\_\_\_\_\_  
Business Phone

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
SSN/TIN

This Account is (check one):  Checking Account  Savings Account

\_\_\_\_\_  
Account Name

\_\_\_\_\_  
9 Digit ABA Number

\_\_\_\_\_  
Account Number

\_\_\_\_\_  
Bank Name

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

To assist in sending a confirmation that your direct deposit request has been processed, please provide your **business address information.**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street/PO Box

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

\_\_\_\_\_  
Zip Code

**Note:** Please do not assume that your compensation will be deposited into your account because you have EFT/direct deposit. Always check your commission statement to determine the amount deposited into your account. **Allow at least 3 business days for EFT/direct deposit to be processed into your account.** Questions regarding this information can be directed to the Commission Department 877-678-7534, option 3.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**Mail to:** Zurich Attention: Commission Department 7045 College Boulevard, Overland Park, KS 66211  
(attach a voided or cancelled check from your banking institution)

**Or Fax to:** Zurich, Commission Department 913-664-4713

***You are responsible for ensuring all information is correct.***

# Assignment of Commission



Zurich  
Attention: Licensing and Commissions, 4th Floor  
7045 College Boulevard  
Overland Park, Kansas 66211-1523

Phone: 877.678.7534, Option 2  
Fax: 913.664.4713

## Assignment requested for the following companies

Zurich American Life Insurance Company

## Assignee Information (Agent/Corporation to receive commissions. Assignee must be licensed and appointed if required by state regulation (i.e. Virginia)).

Agent Number

SSN/TIN

Street Address

City

State

Zip

## Assignment

For Value Received, I hereby assign and transfer to:

Assignee Name

all my right, title and interest in and to commissions payable by the Company indicated above as specified in commission agreements in effect with respect to any and all policies sold under the assignor agent number listed below, and I hereby authorize said Company to pay such commissions to the Assignee unless and until this Assignment is released by Assignee. I understand that the Company will report income paid under this Assignment to Assignee for tax purposes.

X

Assignor Signature

Date

## Assignor Information (Agent/Corporation assigning commissions)

Name

Agent Number

SSN/TIN

## Additional Information

Assignor General Agent Name

Assignor General Agent Number

Assignee Signing Officer Name

Assignee Signing Officer SSN/TIN

**The Company does not assume responsibility for the validity or sufficiency of this Assignment**



## **INSURANCE BROKER AGREEMENT**

This Insurance Broker Agreement (“Agreement”) is entered into by and between Zurich American Life Insurance Company (“Company”) and the individual (“Broker”) named on this Agreement’s signature page. Company and Broker are each a “Party” and collectively the “Parties” to this Agreement.

The Parties, having exchanged mutual promises and other good and valuable consideration, agree as follows:

### **Section 1: Appointment**

Company appoints Broker during the term of this Agreement to secure and process applications for certain Company insurance products (“Policy or “Policies”) identified in the Company’s Compensation Schedule(s) published by the Company from time to time.

### **Section 2: Authority**

- (A) Company authorizes Broker to solicit, procure and submit applications for Policies using Company forms;
- (B) Broker **may not**:
  - (1) bind the Company or make or modify any Policy, or waive any provision of any Policy such as extending time for payment of any premiums for Policies;
  - (2) quote or guarantee premium rates, dividend sales, or interest rates other than those published by the Company;
  - (3) adjust or settle any claim or commit or bind the Company with respect to any claim arising from or in connection with the Policies;
  - (4) accept funds or receive promissory notes for payment of premium for Policies or applications for Policies except as provided in **Section 9: Premiums** or unless expressly authorized in writing by the Company;

- (5) induce or attempt to induce a purchase, conversion, replacement, lapse, surrender, or loan of Policies when doing so would be in violation of the Company's replacement guidelines or any state and federal law or regulation or not in the best interest of the customer;
- (6) provide tax, legal, or accounting advice;
- (7) demand or accept any remuneration other than what is provided by the Company for rendering any service specifically related to the normal maintenance and care of the Company's business;
- (8) deliver or permit the delivery of Policies (individual coverages only), unless the proposed insured is in good health in accordance with the Company's guidelines;
- (9) provide or offer to provide any inducement not specified in the Policy or any rebate, either directly or indirectly, to any person or entity, as an inducement to purchase any Policy;
- (10) obtain signed forms from applicants or Policy owners unless the forms are completed for submission to the Company (Brokers may not request that an applicant or Policy owner pre-sign any Policy form for use at a later date nor may the Broker pre-sign any form for use at a later date); or
- (11) solicit, procure or submit applications for the SEC registered life insurance policies, annuity contracts and private placement variable contracts of the Company which are controlled by selling agreements between FINRA member broker dealers.

### **Section 3: Broker Standards of Conduct**

- (A) **Broker Training:** Broker is responsible for training and supervising all employees who are engaged, directly or indirectly, in the solicitation, sale, distribution, or administration of Policies to ensure that they are in compliance with all applicable federal, state and local laws as well as all Company rules and procedures.
- (B) **Sales Practices:** Broker must adhere to the Company's written and published rules and procedures regarding Broker's obligations set forth in this Agreement. Without limiting the generality of the foregoing, Broker shall not engage in the practice of rebating, which is understood generally to mean giving something of value

not specified in the Policy to an applicant in return for the purchase of a Policy. The Company may provide Broker with rules and procedures, and updates to rules and procedures, by mail, facsimile, electronic mail, Internet, posting on a website or by other electronic means accessible to by Broker. Broker is responsible for determining the suitability for recommendations and sales of Policies. Broker is also responsible for:

- (1) delivering all Policies, amendments, and all other documents to each Policy owner;
- (2) ensuring that all other delivery requirements have been satisfied, promptly and in accordance with the Company's delivery requirements, and require return of unplaced Policies; and
- (3) assisting Policy owners in obtaining prompt service from the Company with respect to the administration of Policies and in maintaining their coverage.

#### **Section 4. Broker Representations**

Broker represents, to the best of its knowledge, information, and belief, that it will comply with all applicable laws, regulations and governmental orders relating to its performance under this Agreement. Except as disclosed to the Company on Broker's application for appointment or otherwise in writing, Broker further represents to the Company that:

- (A) the Broker's insurance license has ever been revoked, suspended, or rescinded in any state or jurisdiction; Brokers never been fined by any insurance regulator in an amount of \$5,000 or more; Broker is not currently the subject of any disciplinary proceeding or investigation in any state or jurisdiction by any Department of Insurance, Attorney General's office or other government authority; and
- (B) if Broker has ever been a registered principal or representative of a member of FINRA, the registration with FINRA is not and never has been suspended, revoked or canceled and that the Broker has never been:
  - (1) fined by FINRA or any other self-regulatory organization in the amount of \$5,000 or more;
  - (2) or currently are the subject of any disciplinary proceeding or investigation by the SEC or FINRA; or
  - (3) convicted of any criminal felony involving dishonesty or breach of trust.

## **Section 5: Additional Duties of Broker**

Broker must:

- (A) Within 30 days of receipt, return to Company a questionnaire or certification regarding any regulatory, civil or criminal proceedings, including arbitration, against the Broker commenced or concluded by any state insurance or securities department, FINRA, the SEC or other self-regulatory organization or in any court of competent jurisdiction (Broker must provide Company with a full explanation regarding matters disclosed in the questionnaire or certification);
- (B) Notify Company of any regulatory investigation, fine or sanction concerning an individual or firm who is authorized to represent Company under this Agreement;
- (C) Ensure that all of Broker's employees or other representatives who perform any other function on behalf of Broker comply with all terms and conditions of this Agreement;
- (D) Pay all expenses incurred by Broker in the performance of this Agreement unless specifically provided for in this Agreement or in a writing signed by the Company and Broker;
- (E) Comply with the disclosure and advertising requirements implemented by the Board of Governors of the Federal Reserve System, the Federal Deposit Insurance Corporation, the Office of the Comptroller of the Currency, the Office of Thrift Supervision and all other applicable laws and requirements if the Broker distributes through banks;
- (F) Maintain in full force and effect a policy of agent/broker errors and omissions insurance coverage issued by an insurance company authorized to do business in the United States, which policy provides minimum limits of liability of at least \$1,000,000; and
- (H) Broker must keep complete and accurate records of all insurance policy transactions and correspondence. Broker must make those records available for inspection, review and copying upon the Company's request and at any reasonable time during normal business hours.

## **Section 6: Compensation**

- (A) Company will compensate Broker for the sale of Policies by Broker. The amount of compensation is set forth in the Company's Compensation Schedule(s) in effect as of the date of Policy issue, as determined by the Company, for each Policy. The

Company will provide the Compensation Schedule(s) to the Broker through the Company's website or delivered directly to the Broker in accordance with the notice provisions of this Agreement. The Company's Compensation Schedule(s) for this Agreement is subject to change at any time upon notice to Broker. Changes do not affect compensation for any Policy issued prior to the effective date of the change.

- (B) The Company will not pay compensation to the Broker unless the Broker has first complied with all applicable insurance laws, rules and regulations and such payments would not constitute a violation of such insurance laws, rules and regulations.
- (C) Broker is entitled to compensation for Policies that have been submitted by the Broker, accepted by the Company, delivered to the Policy owner and where all the requirements of the Company's licensing, appointment and registration guidelines have been satisfied.
- (D) If the Company returns, for any reason, any premiums or purchase payments on any Policy, the Broker has an immediate obligation to, and must upon demand, repay the Company all the compensation previously paid to the Broker as a result of those premiums or purchase payments.
- (E) The Company is entitled to exercise a right of offset for any amounts due the Company from Broker against any and all compensation payable to Broker under this Agreement.
- (F) When Broker is involved in a sale with any other insurance producer appointed with the Company, the Company pays compensation in the proportion as directed on the application or in a written document acceptable to the Company.
- (G) The Company does not pay compensation on any premium that is waived.
- (H) If a Policy replaces, in whole or in part, a life insurance policy or annuity contract previously issued by this Company, the Company has the right to determine what, if any, compensation will be allowed.
- (I) The Company does not pay compensation on any Policy issued as a result of the conversion of group life insurance.
- (J) No assignment of compensation is valid against the Company unless directed by Broker and agreed upon by Company and unless allowable under all applicable laws.

- (K) If a Policy is changed to a different kind or amount, or if its date is changed, the Company recalculates compensation as of the date of the change.
- (L) The Company does not pay and all previously paid compensation must be returned by the Broker to the Company on request, when the Company, in its sole discretion, determines not to issue the Policy(s) applied for, refunds the premium paid pursuant to any request by the Policy owner, refunds any premium paid as the result of a complaint by the Policy owner, remits paid premiums to a federal or state court if the Company elects to do so with regard to litigation involving the Policy or determines that any person or entity required to be licensed for the solicitation of Policies is not duly licensed to sell such Policies in the appropriate jurisdictions.
- (M) Upon the termination of this Agreement, the Company pays compensation to the Broker on any renewal compensation which would otherwise be due on business placed with Company prior to the termination date of this Agreement unless such receipt of renewal compensation is determined to violate current directives to the contrary as provided by state or federal law or regulation or a court of competent jurisdiction.
- (N) Except for service fee compensation, compensation due is vested to the Broker for the period set forth in the Company's Compensation Schedule(s). Broker must remain licensed and appointed with the Company to receive service fee compensation.
- (O) All other compensation requirements and limitations are set forth in the Company's Compensation Schedule.

### **Section 6A: Commission Chargebacks**

Compensation paid by the Company to the Broker for the sale of a policy will be unearned and charged back if the policy is surrendered (during the free-look period or otherwise), lapses or terminated by external replacement during the first policy year based upon the following schedule and applies to all products unless otherwise noted:

Months 1 through 6:	100% of commissions
Months 7 through 12:	50% of commissions

100% of all compensation paid on any first year or renewal premium payment, whether scheduled or unscheduled, returned unpaid to the Company by the payor's bank or financial institution for any reason, (including, but not limited to, insufficient funds, closed account or stop payment) is unearned and will be charged back.



## **Section 7: Independent Contractor**

Broker's relationship with the Company is that of an independent contractor and nothing contained in this Agreement may be construed as creating any other type of relationship. This Agreement is not a contract of employment and does not create the relationship of employer and employee or franchisor and franchisee between the Company and Broker. Broker is solely responsible for its own time and effort and for all expenses Broker incurs in performing its duties under this Agreement. Examples of expenses: Broker's rents, salaries, supplies not furnished by the Company, postage, advertising, license fees, attorneys fees, office expenses, and equipment. Also any individual working for Broker may not be an employee or contractor of the Company for any purpose as a result of this Agreement.

## **Section 8: Advertisements and Marketing Materials**

Broker may broadcast, publish or distribute materials referring to the Company or the Policies, *provided*, that all such materials have been approved by the Company in writing prior to any such broadcast, publication or distribution. Upon termination of this Agreement, Broker must immediately cease broadcasting, publishing and distributing materials referring to the Company or the Policies and may not use any names, logos, trademarks, service marks or symbols belonging to the Company or its affiliates in promotional materials provided to existing or prospective policyholders or newly placed advertisements.

## **Section 9: Premiums**

- (A) Broker may not accept cash or any other form of payment made payable to the Broker.
- (B) Broker may accept a check made payable to the Company, but only under the following circumstances when individual coverages are being placed:
  - (1) when the application and the check are submitted simultaneously and the Company's standards for prepaid applications have been met; or
  - (2) the Company's delivery requirements have been met and the Policy has been delivered.

Broker must forward the check to the Company within 2 business day of receipt by Broker.

## **Section 10: Use of Company Electronic Resources**

- (A) Broker may be granted access to the Company's "electronic resources," which means any telephone, electronic or satellite connection to the Company's computer systems, facilities or Internet websites, and the functions available through such systems, facilities or websites. The Company may alter the functionality of these electronic resources at any time for any reason.

Broker's use of the Company's electronic resources is only for business purposes in connection with the sale, solicitation or servicing of the Company's insurance policies. Broker may not modify the materials available through the Company's electronic resources and will not remove any copyright notices or symbols, service mark notices or symbols and other proprietary notices contained in the materials. Broker may not, without the Company's prior written permission, frame or mirror any material contained on the Company's websites or any other server.

- (B) Broker's use of the Company's electronic resources is at the Company's sole discretion and may be restricted or terminated by the Company at any time for any reason. Permission to use the Company's electronic resources terminates automatically upon the termination of this Agreement. Upon termination of Broker's use of the Company's electronic resources, Broker must immediately destroy any downloaded or printed Company's materials, other than policyholder documents.
- (C) The information, materials and services obtained through use of the Company's electronic resources are being provided to Broker "as is," and "as available," with no warranty. The Company does not warrant or guarantee the accuracy, adequacy or completeness of this information and materials, and expressly disclaims liability for any errors or omissions in this information and materials.

To the maximum extent permitted by law, the Company disclaims all representations and warranties, of any kind, whether express, implied or statutory, including, without limitation, the implied warranties of title, non-infringement, merchantability and fitness for a particular purpose.

In no event will the Company be liable for any damages, including, without limitation, direct or indirect, special, incidental, compensatory, exemplary or consequential, losses including, without limitation, lost or misdirected applications, lost profits, lost customers, lost goodwill, or lost or stolen programs or other data or expenses, however caused, and under any theory of liability even if

the Company, its employees or representatives, are advised of the possibility or likelihood of such damages, losses or expenses arising out of, or in connection with:

- (1) use of, or inability to use, electronic resources by Broker;
  - (2) any performance failure error, omission, interruption, defect, delay in operation or transmission; or
  - (3) line or system failure, the introduction of a computer virus or other technical sabotage.
- (D) Company has the right to monitor, access, retrieve and read all information and material that is created, sent, received, accessed, or stored on the Company's electronic resources.

### **Section 11: Complaints and Investigations**

- (A) Broker must promptly provide notice to Company of any written complaint or inquiry or notice of any investigation or proceeding (customer, regulatory, judicial or otherwise) received by Broker that relates to any Policy or any activities undertaken in connection with this Agreement.
- (B) The Parties agree to cooperate fully with respect to any complaint, inquiry, investigation or proceeding (customer, regulatory, judicial or otherwise) arising in connection with this Agreement.
- (C) Broker must promptly provide notice to Company describing the handling or determination in connection with any written complaint, inquiry or investigation proceeding described in paragraph A of this Section 11.

### **Section 12: Term of Agreement: Termination: Survival**

- (A) Term of Agreement: This Agreement commences from the date it is signed by all the Parties and remains in force until terminated as set forth below.
- (B) Termination: This Agreement:
  - (1) may be terminated by either Party upon 30 days' notice in writing to the other;
  - (2) terminates on the dissolution or change in management control of the Broker;
  - (3) terminates immediately upon written agreement between the

Parties;

- (4) may be terminated immediately by the Company for violation of law or governmental regulation by the Broker; or
  - (5) may be terminated immediately by any Party for the breach of this Agreement by the other Party.
- (C) Survival: Upon termination of this Agreement, all authorizations, rights and obligations cease except those contained in Section 5 (Additional Duties) paragraphs (F) and (G), Section 6 (Compensation), Section 6A (Commission Chargebacks), Section 11 (Complaints and Investigations), Section 13 (Indemnity), Section 14 (Privacy and Confidentiality), and Section 15 (Anti-Money Laundering).

### **Section 13: Indemnity**

- (A) Indemnification by Broker: Broker will indemnify and hold harmless the Company, its directors, officers, and employees, from all claims, liabilities, expenses and fees (including reasonable attorneys' fees), made by any third party arising from any negligent or intended act or omission of the Broker or its employees.
- (B) Indemnification by Company: The Company will indemnify and hold harmless Broker, its directors, trustees, and officers from all claims, liabilities, expenses and fees made by any third party arising solely from any untrue statement of any material fact contained in any sales materials furnished by the Company or approved in writing by the Company relating to the Policies.

### **Section 14: Privacy and Confidentiality**

- (A) The Parties must use all business and trade secret information that is not intended for public dissemination, including "Nonpublic Personal Information" defined below, they receive from each other relating to the Parties' customers and consumers, solely for the purpose of performing their duties and obligations in this Agreement. The business and trade secret information shared by one Party to the other may not be disclosed, sold, published, communicated, conveyed or revealed by the Parties to any third party other than to the Parties' respective employees, representatives, consultants and auditors who:
  - (1) need to know the Information for the purpose of performing their duties and obligations under this Agreement;

- (2) are informed of the confidential nature of the information;  
and
- (3) agree to act in accordance with the terms and conditions of this provision.

No Party may use the information of the other in any way that would violate the disclosing Party's rights under state law governing the protection of business trade secrets.

- (B) The restrictions set forth in paragraph (A) above do not apply to information that:
  - (1) was independently developed by the other Party;
  - (2) becomes part of the public domain through unrelated third parties; or
  - (3) becomes available to the other Party from a person or entity that is not, at the time such material is provided, under any legal obligation to keep the information confidential.
- (C) The term "Nonpublic Personal Information" means:
  - (1) any information of the Company that:
    - (a) relates to any consumer or customer;
    - (b) relates to, or derives from, any transaction between the Company and any consumer or customer; or
    - (c) is a list, description or other grouping of consumers or customers.
  - (2) application information (such as name, social security number, assets, income, and property information), medical information, account information with the Company or others (such as policy coverages), premium amounts and payment history, consumer names and addresses, consumer report information, motor vehicle record information, credit report information, insurance support organization report information, claims history, and the mere fact that an individual is or was a policyholder or applicant of the Company.
- (D) The Parties may disclose Nonpublic Personal Information as permitted by the Gramm-Leach-Bliley Act, Pub. L. No. 106-102 (1999), as amended and as implemented by state law and

regulations, as follows:

- (1) to the extent necessary to effect, administer, or enforce a transaction requested or authorized by a consumer or customer;
  - (2) in connection with the servicing or processing of a financial product or service; or
  - (3) to various service providers for the purpose of carrying out an authorized transaction under this Agreement.
- (E) The Parties may comply with a valid legal or regulatory order or process seeking disclosure or discovery of terms of this Agreement or other information by subpoena or other legal process. Upon service of such subpoena or other legal process, the Party served will provide the other Party with prompt written notice so that the other Party may seek a protective order or other appropriate remedy or waive compliance with these provisions. In the event that such protective order or other remedy is not timely granted, the Party who was served with legal process may furnish the information sought.
- (F) The Parties must maintain the confidentiality of all Nonpublic Personal Information received from each other by:
- (1) establishing and utilizing physical, electronic, and administrative safeguards to protect the security and confidentiality of the Nonpublic Personal Information including adoption of an appropriate written information security program outlining its mechanisms and procedures for safeguarding all Nonpublic Personal Information in its possession;
  - (2) limiting access to the Nonpublic Personal Information to only those employees, agents, representatives, or service providers of the Parties who have a reasonable need for such information;
  - (3) immediately notifying the other Party in writing of any actual or suspected unauthorized processing, loss, use, disclosure or acquisition of or access to any Nonpublic Personal Information (“Information Security Incident”) of which the Party becomes aware. Such notice shall summarize in reasonable detail the effect on the other Party, if known, of the Information Security Incident and the corrective action taken or to be taken, and such Party shall promptly take all

necessary and advisable corrective actions, and shall cooperate fully with the other Party in all reasonable and lawful efforts to prevent, mitigate or rectify such Information Security Incident; and

- (4) promptly upon the expiration or earlier termination of the Agreement, or such earlier time as the Company requests, Broker shall return to the Company or its designee, or at the Company's request, securely destroy or render unreadable or undecipherable if return is not reasonably feasible or desirable to the Company (which decision shall be based solely on the Company's written statement), each and every original and copy in every media of all Nonpublic Personal Information in Broker's possession, custody or control.

### **Section 15: Anti-Money Laundering**

When producing individual coverages or group coverages that provide cash accumulation values to individuals:

- (A) Broker must comply with all applicable provisions of the U.S. PATRIOT Act and similar customer identification, anti-money laundering, anti-terrorism laws and regulations.
- (B) Broker must complete anti-money laundering training provided by the Company, LIMRA, or any other anti-money laundering training approved in advance in writing by the Company.
- (C) Broker must report to the Company (and comply with any requests for assistance from the Company) any transaction, or pattern of transactions, that it knows, suspects, or has reason to suspect:
  - (1) involves funds derived from illegal activity (the ownership, nature, source, location, or control of such funds or assets) as part of a plan to violate or evade any federal law or regulation or to avoid any transaction reporting requirement under federal law or regulation or is intended or conducted to hide or disguise funds or assets derived from illegal activity;
  - (2) is designed, whether through structuring or other means, to evade the requirements of the Bank Secrecy Act;
  - (3) has no business or apparent lawful purpose or is not the sort in which the particular customer would normally be expected to engage; or
  - (4) involves the use of the Company to facilitate criminal activity.

## **Section 16: General Provisions**

- (A) Amendments and Modifications: The Parties may modify or amend this Agreement by written agreement signed by the Parties. The Company may unilaterally make changes to the Company's Compensation Schedule(s). And the Company, upon written notice, and without Broker's consent, may also make modifications or amendments to the Agreement to conform the Agreement to changes in state or federal law. The only persons with authority to modify or amend this Agreement are owners or officers of the Parties (e.g., a president, vice president or assistant vice president).
- (B) Waiver: Broker agrees that no provision of this Agreement is deemed to be waived unless the waiver is in writing and signed by an officer of the Company stating explicitly that it is intended to modify or waive the effect of the provision.
- (C) Assignment: Broker may not assign this agreement without the Company's prior written consent. This Agreement is binding upon and inures to the benefit of the Parties and their respective successors, heirs and assigns.
- (D) Counterparts: This Agreement may be executed in any number of counterparts. Each counterpart constitutes an original document, but all separate counterparts constitute one and the same Agreement.
- (E) Severability: The provisions of this Agreement are severable. If any provision in this Agreement is held invalid or illegal by a court or regulatory agency of competent jurisdiction, the remainder of this Agreement is not affected and remains valid and enforceable to the extent permitted by law.
- (F) Entire Agreement: This Agreement is the sole and entire agreement between the Parties with respect to the subject matter covered in this Agreement. Execution of this Agreement terminates and supersedes all previous representations, commitments, contracts and agreements, either oral or in writing, between the Parties.
- (G) Choice of Law; Choice of Jurisdiction: This Agreement is governed by the laws of the State of Illinois. Any proceeding brought in connection with or arising out of this Agreement must be brought in Illinois.

## **Section 17: Effective Date**

This Agreement is effective once fully executed by the Parties as of the date it is signed by the Company.



**Section 18: Notices**

Company will provide notices to the Broker as follows:

- (A) When posted to the “Notices & Schedules” page or similar page of the Company’s Website;
- (B) When sent electronically by e-mail to the Broker’s most recent e-mail address on file with the Company; or
- (C) When provided in writing and sent by facsimile, prepaid overnight courier, or first-class mail to the Broker’s most recent address on file with the Company.

Broker must provide the Company with all notices and communications under this Agreement as follows:

Zurich American Life Insurance Company  
7045 College Boulevard  
Overland Park, Kansas 66211-1523  
Attention: Licensing and Commissions

Email address: [life.licensing@zurichna.com](mailto:life.licensing@zurichna.com)

Broker must provide notification to the Company in writing for delivery within 3 business days.

**Signed:**

Name of Broker: \_\_\_\_\_

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

Tax ID Number/ SSN Number: \_\_\_\_\_

Broker’s e-mail address: \_\_\_\_\_

Zurich American Life Insurance Company

By: \_\_\_\_\_

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

