



# Independent Producer Contract

Producer: \_\_\_\_\_ Contract Date: \_\_\_\_\_

This Contract is made between the Aviva Company affiliate(s) listed on your Producer Contract Application for which you applied and its predecessors, successors and/or assigns (“we” and “us”) and the person, firm or corporation named above.

## 1. Appointment

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

## 2. Independent Contractor

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

## 3. Authority over Producers

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

## 4. Company’s Exclusive Authority

Only we have the authority to change any of the terms, rates or conditions of our contracts or policies. You, on your own behalf or on behalf of your producers, have no authority personally or on our behalf to make, modify or waive any of the terms



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or conditions of any insurance contract; to bind us by making any promise or by accepting any representation or information not contained in an application for an insurance contract; or to incur any obligation or liability for which we shall be responsible. We may at our discretion:

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

## **5. License**

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

## **6. Receiving Premiums**

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

## **7. Advertising**

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

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

## **8. Delivery of Policies**

Insurance contracts must be delivered promptly and those not delivered within our required, published delivery period must be returned to us promptly.

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

We may reject, decline, cancel, or modify applications for insurance contracts for any reason and at our sole discretion, and we may return the premium or any portion thereof to the customer. You are not be entitled to commissions with respect to any such insurance contract, and any such compensation paid to you will become an indebtedness of yours. Furthermore, you are not entitled to any compensation with respect to any such contracts or applications that are rescinded, declined or cancelled by us for any reason and you will immediately refund to us any such compensation upon our written demand. You will immediately refund to us any such compensation on insurance contracts which are rejected, cancelled, rescinded, not taken, or modified, or on returned premiums. With respect to insurance contracts which are refunded within the "free look" period, we will chargeback to you the entire commission paid on such insurance contract. You will return to us within five (5) days of written demand the applicable portion (or all) of any such commissions due to us with respect to this paragraph.

## **10. Other Company Policies, Procedures and Guidelines**

You are responsible for reviewing, understanding and complying with all of our policies, procedures and guidelines which we publish from time to time, which are located on our producer extranet website. You acknowledge and agree to review these policies, procedures and guidelines upon confirmation of your appointment with us and to review them periodically throughout the term of your appointment. You will abide by, and will ensure that all of your sub-producers abide by all such policies, procedures and guidelines that we may establish from time to time, including, without limitation, our Premium Finance Guidelines, our Market Conduct and Compliance Practices and the requirements of federal and state law or regulation. You acknowledge and agree that all such policies, procedures and guidelines may be revised or discontinued by us at any time and from time to time, in our sole discretion and without prior notice to you.



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

### **11. Privacy of Customer Information**

We may from time to time provide you with certain non-public personal financial and health information on our customers for the purpose of performing services for us or functions on our behalf. You are expressly prohibited from disclosing or using a customer's non-public personal financial and health information other than to carry out the purposes for which we disclosed the information. Subject to applicable state or federal law provisions, such purposes include the joint marketing and/or marketing services of our products in the ordinary course of our business to carry out the joint marketing and/or marketing services of our products. You will keep all information strictly confidential. You will comply with all federal and state requirements regarding the disclosure of medical information, including but not limited to the provisions of HIPAA. You will maintain adequate privacy systems and safeguards to protect the confidentiality of such customer information, consistent with current law.

### **12. Contract Non-Assignable**

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

### **13. Compensation**

Compensation, fees and bonuses, if any, will be paid in accordance with the commission schedule provided to you, as modified from time to time, for production by you or your producers. Amounts payable to you on sales by your producers will be reduced by the amount payable to such producer(s), so that you will receive only the override on such sales. We reserve the right to revise the Commission and/or Service Fee rate levels set forth in the commission schedule at any time and from time to time, at our sole discretion. You must obtain your commission statements and production reports by accessing our producer extranet website. If commissions are payable to you by an upline producer under a "zero comp" or "license only" arrangement, you agree that we have no obligation to pay any compensation directly to you and you agree to indemnify and hold us harmless from all losses and expenses, including attorneys fees, resulting from any claim by you for such compensation, notwithstanding anything contained herein to the contrary.

We may amend from time to time the terms and conditions for payment of Compensation as set forth on any supplement. We will give you written notice of any such amendment. No amendment will reduce the Compensation paid to you on business sold by you or your producers prior to the effective date of the amendment. To the extent you are required by any state or federal law to disclose to a consumer your compensation earned, you will abide by any and all such requirements in a timely manner. You must not engage in any type of compensation rebating unless permitted by applicable law and not prohibited by company practice.

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

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

You agree to indemnify and hold us harmless for any losses, claims, liabilities, lawsuits, costs or expenses we incur (including attorneys' fees and costs) as a result of any acts or omissions by you or your producers. This indemnity and hold harmless will extend to any debt you or your producers incur (including the costs of collection and attorneys fees). You agree to pay any debit balance owed to us when due, and any debit balance(s) of your producers remaining after completion of any debt collection we may undertake.

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

### **15. Termination**

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



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

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

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

## 16. Suspension

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

## 17. Arbitration

You and we agree that any disputes arising out of or relating to this Contract will be arbitrated in accordance with the Rules of the American Arbitration Association and the Federal Arbitration Act. Arbitration may not be initiated unless the party requesting arbitration has given the other party at least 30 days prior written notice of its intent to initiate arbitration and a detailed description of the basis of the dispute. A single arbitrator (or, in any matter in which the amount in controversy exceeds \$100,000, a panel of three arbitrators) shall interpret this Contract in accordance with Iowa law and shall conduct proceedings in accordance with the Federal Rules of Civil Procedure. Any punitive damages awarded by the arbitrator(s) shall not exceed two times compensatory damages awarded. Any award of the arbitrator shall be deemed final and judgment upon such award may be entered and enforced in any Iowa District Court and transferred to any other jurisdiction. Such arbitration will be held in Des Moines, Iowa.

## 18. Non Interference

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



those courts have personal jurisdiction over you for the purpose of such actions, which shall not be subject to the Arbitration provisions of this Contract.

**19. Contract Binding on Principals**

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

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

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

**21. Entire Agreement**

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

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

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

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

This Contract shall be governed by the laws of the State of Iowa, without regard to principles of conflicts of law. In addition, the parties to this Contract agree that the District Court of Polk County, Iowa shall have exclusive jurisdiction over any and all disputes which may arise with respect to this Contract, consent to such jurisdiction, and agree that proper venue exists therein. This Contract is executed below and upon our approval of the attached Application for Contract.

/s/ \_\_\_\_\_  
COMPANY OFFICER NAME AND TITLE

/s/ \_\_\_\_\_  
Producer name and signature





# Independent Producer Contract Appointment Application and Agreement

Check all Aviva company(ies) with which you wish to apply for an Independent Producer Contract:

- American Investors Life Insurance Company
- Indianapolis Life Insurance Company
- Aviva Life and Annuity Company
- Aviva Life and Annuity Company of New York:
- General Agent     Associate General Agent     Agent

**All Questions Must Be Completed. Attach a Copy of Current Insurance License(s). All sub-licensees on corporate licenses must complete the Producer Information - we will run background checks on all sub-licensees.**

**INDEPENDENT PRODUCER INFORMATION:** (\*Note: Required Field)

\*Last Name: \_\_\_\_\_ \*First Name: \_\_\_\_\_ Middle Init.: \_\_\_\_\_

Former Names: \_\_\_\_\_ \*Gender:  Male  Female

\*Social Security Number: \_\_\_\_ - \_\_\_\_ - \_\_\_\_ \*Date of Birth: \_\_\_\_\_

\*Home Address: \_\_\_\_\_ \*City: \_\_\_\_\_

\*County: \_\_\_\_\_ \*State: \_\_\_\_\_ \*Zip Code: \_\_\_\_\_

\*Mailing Address (req'd. if PO Box above): \_\_\_\_\_

Residence Phone: \_\_\_\_\_ \*Business Phone: \_\_\_\_\_ \*Fax: \_\_\_\_\_

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

**Complete this section only if commissions are to be paid to a corporation or subagent arrangement:**

Pay to:  TIN/Corporation     Subagent/LOA/Zero Comp Arrangement

Provide Information if Business or Subagent Arrangement:

Corporation Name: \_\_\_\_\_ Tax I.D. Number: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

Names on Corporate License: \_\_\_\_\_

Corporation Address: \_\_\_\_\_

**For Bankers Life of NY General Agents Only:**

Commissions Paid:  One Check to GA     Separate Checks to GA

**Office Contact Information:**

Administrative Contact: \_\_\_\_\_

Marketing Contact: \_\_\_\_\_

Software Contact: \_\_\_\_\_

**Beneficiary of your commissions in the event of death** - (separate form available upon request):

Name(s): \_\_\_\_\_ Social Sec. #: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

Address: \_\_\_\_\_

**E&O insurance is required for appointment - Do you have current coverage?** .....  Yes     No  
Attach declaration page showing proof of E&O coverage. Coverage available through Aviva if needed.

**Have you completed the required anti-money laundering training program?** .....  Yes     No  
Attach proof of completed training course (if other than LIMRA).

**Recruiter Information**

Recruiter Corporate or Individual Name: \_\_\_\_\_

Recruiter Phone: \_\_\_\_\_ Recruiter Fax: \_\_\_\_\_ Recruiter #: \_\_\_\_\_



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**BACKGROUND INFORMATION: Respond to all questions for you personally and on behalf of any organization over which you have exercised or currently exercise control.** (Note: If you answer "Yes" to any question, then you must attach an explanation and related documents - e.g. orders, settlement agreements, Sec. 1033 waiver.)

- a. Have you ever applied for a contract with any of the Aviva companies?  Yes  No  
*If Yes, then list the Aviva companies and agent codes:* \_\_\_\_\_
- b. Do you have any new business pending? List Aviva company: \_\_\_\_\_  Yes  No  
 Client name: \_\_\_\_\_ State: \_\_\_\_\_ Date of App.: \_\_\_\_\_
- c. Do you hold a securities license?  Yes  No  
*If Yes, who is your broker/dealer:* \_\_\_\_\_
- d. Have you ever had your insurance license, securities license, or other fiduciary license suspended or revoked, or have you ever had an application for an insurance license denied by an insurance department?  Yes  No  
*(other than for noncompliance with continuing ed. or renewal fee requirements)*
- e. Have you ever had a complaint filed, a regulatory inquiry/ investigation, an arbitration, or been sued by an insurance department, NASD, state securities office, attorney general or any other regulatory agency?  Yes  No
- f. Has any lawsuit or claim ever been made against you, your surety company, or errors and omissions insurer arising out of your sales or practices, or, have you been refused surety bonding or E&O coverage?  Yes  No
- g. Are you presently involved in any litigation or are there unsatisfied judgments or liens (including state or federal tax liens) against you?  Yes  No
- h. Have you been charged with or pled guilty to, nolo contendere to or been found guilty of any felony or of any misdemeanor involving dishonesty, breach of trust, or, are you now under indictment?  Yes  No  
*\*If you were convicted of any felony involving dishonesty or a breach of trust, then you must provide us with proof of written consent from the State Insurance Commissioner to work in the insurance business. (See 18 U.S. Code Sec. 1033).*
- i. Does any insurer, insured, or other person claim any commission chargeback or other indebtedness from you as a result of any insurance transactions or business?  Yes  No
- j. Have you ever been discharged from any employment or had an agent contract terminated for reasons other than low production?  Yes  No
- k. Have you filed for bankruptcy in the last 7 years?  Yes  No
- l. Do you agree that you will continually report any adverse action that may be taken against you in regards to Questions (d) through (k) to the Company's Legal Department within 5 days of such change?  Yes  No

**If you answered Yes to any questions (d) through (k), please attach an explanation and documentation for each.**

**AUTHORIZATION AGREEMENT FOR AUTOMATIC DEPOSIT (ATTACH VOIDED CHECK).** I hereby authorize the Aviva companies listed above and the financial institution named below to initiate credit entries to my account and to reverse any entries made in error. I understand that the company will give me prior notice of any such reversal. This authorization will remain in full force and effect until the Aviva companies above have written notice from me of its termination in such time and in such manner as to afford the Aviva companies a reasonable opportunity to act on it. *Note: commissions are only paid by electronic funds transfer (EFT) unless we agree otherwise. The Bank requires that the depositor's name to be the same as the licensed agent. Fill in your Account Info below.*

\*Depositor Name: \_\_\_\_\_

\*ABA Routing/Transit#: \_\_\_\_\_ \*Acct. #: \_\_\_\_\_

\*Name of Financial Institution: \_\_\_\_\_

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

Independent Producer Signature: \_\_\_\_\_ Date: \_\_\_\_\_



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- American Investors Life Insurance Company
- Aviva Life and Annuity Company
- Aviva Life and Annuity Company of New York
- Indianapolis Life Insurance Company

# Consumer Report Authorization

## Authorization and Release for Use of Consumer Reports

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

## For California, Minnesota, and Oklahoma Residents Only

Pursuant to the laws and regulations of the states of California, Minnesota, and Oklahoma, you are hereby notified that a consumer credit report will be obtained through:

First Advantage PO Box 3367 Seminole, FL 33775	Business Information Group PO Box 541 Southampton, PA 18966	Vector One PO Box 12368 Scottsdale, AZ 85267-2368	NAIC 2301 McGee Street, Suite 800 Kansas City, MO 64108-2662
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in connection with this application. The Vector Insurance Network will be checked for any reported outstanding debt with previous employers. Please indicate below whether or not you wish to receive at no charge to you a copy of these reports.  Yes  No

I also authorize the above checked Aviva insurance companies to share with any of the Aviva insurance companies with which I may contract now or in the future any credit reports and consumer investigation reports that may be obtained. I also authorize the Aviva insurance companies checked above to continually obtain credit reports and consumer investigation reports in the future without prior approval by me and without notice by the Company for as long as I may be contracted with the Company.

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

Signature of Producer: \_\_\_\_\_

Social Security Number: \_\_ \_\_ - \_\_ - \_\_ \_\_ \_\_

Printed Name: \_\_\_\_\_





**Aviva Life and Annuity Company**  
 611 Fifth Avenue  
 Des Moines, Iowa 50309  
 515/283-2371  
 www.avivausa.com

# Authorization Agreement for Automatic Deposit

I hereby authorize Aviva Life and Annuity Company and the financial institution named below to initiate credit entries to my account (this includes my authorization to you to reverse any entries made in error).

PLEASE PRINT

Depository Name		Branch
Address		City
State	Zip	Telephone #

Bank Transit ABA No. \_\_\_\_\_

Account No. \_\_\_\_\_

**Note: PLEASE ATTACH A COPY OF A VOIDED CHECK WHICH SHOWS YOUR BANK ABA NUMBER AND ACCOUNT NUMBER.**

This authority is to remain in full force and effect until Aviva Life and Annuity Company has written notification from me of its termination in such time and in such manner as to afford Aviva Life and Annuity Company a reasonable opportunity to act on it.

Date	Agent Code
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Agent Name \_\_\_\_\_

• ARE YOUR COMMISSIONS ASSIGNED TO A CORPORATION?  YES  NO  
 IF ANSWER IS YES, EFT INFO MUST MATCH THE CORPORATION

• THIS FORM MAY BE FAXED TO 515-557-2625



Aviva Life and Annuity Company  
 611 Fifth Avenue  
 Des Moines, Iowa 50309  
 515/283-2371  
 www.avivausa.com

# Designation of Beneficiaries for Commissions

Agent Code \_\_\_\_\_

Agent Name (Please Print) \_\_\_\_\_

I hereby revoke all previous designations of beneficiaries and designate the following beneficiaries to receive, in the event of my death, all commissions accrued or accruing, payable under the provisions of any agency contracts and agreements between the undersigned and Aviva Life and Annuity Company. This designation does not apply to amounts payable under any deferred compensation or similar plan that may be offered by the company.

If a beneficiary designation contains more than one person, the survivors or survivor shall share equally, unless otherwise provided herein.

**PRIMARY BENEFICIARY**

FULL NAME	RELATIONSHIP	DATE of BIRTH	SOCIAL SECURITY NO. or TAX IDENTIFICATION NO.	% of PROCEEDS
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

**CONTINGENT BENEFICIARY**

FULL NAME	RELATIONSHIP	DATE of BIRTH	SOCIAL SECURITY NO. or TAX IDENTIFICATION NO.	% of PROCEEDS
_____	_____	_____	_____	100%
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	100%

I reserve the right to revoke or change this designation of beneficiary. Any such revocation or change will be effective when recorded in the home office during my lifetime.

The interest of any beneficiary shall be subject to any indebtedness I owe to Aviva Life and Annuity Company.

Dated at \_\_\_\_\_, \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Place Signed

\_\_\_\_\_  
Witness

THIS SPACE FOR HOME OFFICE USE ONLY	
Recorded at the Home Office of Aviva Life and Annuity Company	
Date _____	_____ Registrar

Aviva Life and Annuity Company is pleased to announce a new way we are able to accommodate you:

### The **AGENT'S DESIGNATION OF BENEFICIARY** Form

Have you ever wondered what would happen to your commissions from the sale of Aviva Life and Annuity policies that are payable after your death? The short answer is that your renewal income stream would become part of your estate.

However, the new Agent's Designation of Beneficiary form can assist with settling your future estate matters by allowing you to designate a specific beneficiary (or beneficiaries) for your commissions.

Since commissions may be payable for many years after your death, a specific designation as to who is to receive your future commission income avoids the need to keep your Estate open for a long period of time.

All you have to do to designate your beneficiary is to complete the attached form and sign it. Then submit to the home office. To change a previous designation, simply complete and submit a new form which can be found on our agent website.

If you are considering a designation of beneficiary for commissions, you will want to keep the following points in mind:

1. Commissions earned but not paid prior to a person's date of death are considered "income in respect of a decedent" by the Internal Revenue Service.

IRD refers to those amounts to which a decedent was entitled as gross income, and which would have been included on the decedent's income tax return, but death intervened before the decedent received the income. This means that if the commissions to be paid the agent while living were inculcable as income, then those commissions are income to a beneficiary after an agent's death.

2. A beneficiary who receives IRD will pay tax, at the beneficiary's tax rate, on that income in the same manner as the decedent would have. Consequently, a beneficiary in a lower tax bracket may benefit more from receiving IRD than a beneficiary in a higher tax brackets.
3. The recipient of IRD may be entitled to an income tax deduction for any estate taxes paid by an estate on an IRD item.

If more than one person receives IRD of the same decedent, each recipient is entitled to only a proportional share of the income tax deduction.

As with all estate planning issues, you should contact your own tax advisor to review your estate plan to assess the potential impact of designating a beneficiary for your Aviva commissions.



**Aviva Life and Annuity Company**  
 P.O. Box 1555  
 Des Moines, IA 50306-1555  
 515/283-2371  
 www.avivausa.com

# Assignment of Commissions Agreement

THIS ASSIGNMENT OF COMMISSIONS AGREEMENT (the "Assignment"), is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (the "Assignor"), residing at \_\_\_\_\_ (the "Assignee"), located at \_\_\_\_\_, and Aviva Life and Annuity Company (the "Company") located at \_\_\_\_\_.

WHEREAS, Assignor is a party to a contract with the Company dated as of \_\_\_\_\_ ("Agent's Contract"), whereby Assignor solicits applications for insurance policies ("Applications") that are underwritten by the Company, pursuant to which the Company agrees to pay first-year commissions when policies resulting from those applications solicited by Assignor are issued and renewal commissions when renewal premiums are paid by the policyholders on the policies;

WHEREAS, Assignor has an agreement in place with Assignee ("Engagement Agreement") whereby Assignor has entered into a working relationship with Assignee and has agreed to assign to Assignee all first-year and renewal commissions and all other amounts (collectively "Commissions") accruing to Assignor under the Agent's Contract, and Assignee has agreed to retain Assignor's services with respect to insurance sales and compensate Assignor for such services;

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, the parties hereto agree as follows:

1. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to all Commissions.
2. Assignee hereby accepts the assignment of all of Assignor's right, title and interest in and to the Commissions.
3. Assignor hereby directs the Company to pay all amounts assigned hereunder directly and solely to Assignee and specifically agrees that such payment will discharge the Company's obligation as set out in the Agent's Contract or the Assignment to make such payments and will release the Company from any and all liability to make such payments.
4. Where applicable, the Assignee agrees to be responsible for the withholding of all Federal, state and local taxes, and any social security or unemployment taxes due and owing with respect to the Commissions arising out of or relating to this Assignment.
5. This Assignment shall be effective for all Applications as of the Application's signature date, but shall have no effect on Commissions due on or paid for Applications signed prior to such date. Upon termination of this Assignment, all Commissions not yet credited or paid to Assignee shall revert to Assignor.
6. This Assignment shall be subject to the terms and conditions of the Agent's Contract and to any present or future claim of the Company, including but not limited to i) any indebtedness of Assignor to the Company and/or ii) any charges made or fees assessed against Assignor by the Company.
7. Assignor and Assignee hereby indemnify in full and hold harmless the Company and its officers and employees from any liability which may arise by virtue of any actions the Company or its officers or employees may take pursuant to this Assignment
8. Neither Assignor nor Assignee shall have the right to assign this Assignment without the prior written consent of the Company, and any purported assignment without such consent shall be null and void and of no force and effect. All representations, warranties, covenants, powers and rights herein contained shall be binding upon, and inure to the benefit of, Assignor, Assignee and the Company and their respective successors and permitted assigns.
9. This Assignment shall terminate upon the occurrence of one or more of the following events: (a) termination of the Engagement Agreement; (b) dissolution of Assignee; (c) change in Assignor's status from an individual to a corporate or other legal entity; (d) change in Assignee's name or form of operation; and (e) mutual assent. In each of the forgoing instances, Assignee and the Company must properly execute a "Termination of Assignment of Commissions Agreement" form for the termination to be effective.
10. This Assignment may be executed, acknowledged and delivered in any number of counterparts and each such counterpart shall constitute an original, but together such counterparts shall constitute only one instrument.
11. The terms of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Iowa.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by their duly authorized representatives.

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

Name: \_\_\_\_\_  
 Assignor

\_\_\_\_\_  
 Assignee  
 Assignee's Tax ID No. \_\_\_\_\_

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

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Aviva Life and Annuity Company

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

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_



\* 1 5 8 3 6 1 0 0 7 \*

**Return form to:**  
Agency Services  
Aviva  
611 Fifth Avenue  
Des Moines, IA 50309  
Fax: 1-800-875-0223



## Anti-Money Laundering Training Information Form

**\*\*DO NOT COMPLETE THIS FORM IF YOU COMPLETED LIMRA TRAINING WITH AVIVA OR ANOTHER CARRIER\*\***

### **AGENTS: COMPLETE SECTIONS ONE THROUGH THREE ONLY**

#### **SECTION ONE: AGENT INFORMATION**

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

Agent's Number \_\_\_\_\_ Social Security Number \_\_\_\_\_

Address \_\_\_\_\_

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

Phone Number (daytime) \_\_\_\_\_ (evening) \_\_\_\_\_

#### **SECTION TWO: TRAINING INFORMATION**

Title of training program \_\_\_\_\_

Date training program completed \_\_\_\_\_

#### **Training was delivered by: (Check all that apply)**

Vendor: (Please specify full name and contact information. Attach certificate and outline of training program, if available)

Insurance company: (Please specify full name and contact information. Attach certificate and outline of training program, if available)

Broker Dealer: (Please specify full name and contact information. Attach certificate and outline of training program, if available)

Bank: (Please specify full name and contact information. Attach certificate and outline of training program, if available)

Other: (Please specify full name and contact information. Attach certificate and outline of training program)

#### **SECTION THREE: AGENT AFFIRMATION OF ANTI-MONEY LAUNDERING TRAINING PROGRAM COMPLETION**

I am a duly licensed insurance agent and affirm that I have completed the above-referenced training program, which to the best of my knowledge satisfies requirements imposed on insurance companies by regulations issued under USA PATRIOT Act Section 352 (US 31 CFR 103.137). I acknowledge that AVIVA retains the right to review and approve the training program and its curriculum before accepting this certification. I affirm (i) that I have read and understand the AVIVA Producer's Guide to Anti-Money Laundering for Insurance Agents and (ii) that I am knowledgeable about my obligations under the regulation.

**Signature of Agent** \_\_\_\_\_ **Date** \_\_\_\_\_

#### **FOR HOME OFFICE USE ONLY:**

#### **SECTION FOUR: ATTACH A CERTIFICATE DOCUMENTING THE CONTENTS OF THE TRAINING PROGRAM OR COMPLETE AND EXECUTE THE ITEMS BELOW (Check all that apply).**

Training program covers the ACLI Core Elements for an AML Course

Training program is in compliance with regulations issued under USA PATRIOT Act Section 352 (US 31 CFR 103.137 and/or NASD Rule 3011)

I affirm that the above referenced agent completed the above reference training program and that the program either covers the ACLI Core Elements and/or is in compliance with regulations issued under USA PATRIOT Act Section 352 (US 31 CFR 103.137 and/or NASD Rule 3011).

**Entity Delivering Training** \_\_\_\_\_

**Name** \_\_\_\_\_ **Title** \_\_\_\_\_

**Signature** \_\_\_\_\_ **Phone Number** \_\_\_\_\_

**FOR INTERNAL USE ONLY -- THIS FORM IS NOT A TRAINING CERTIFICATE**



## **Instructions for Anti-Money Laundering Training Information Form**

Effective May 2, 2006, Aviva is required to establish and maintain Anti-Money Laundering programs for covered products, in accordance with USA PATRIOT Act Section 352 (US 31 CFR 103.137). Agents and brokers appointed to sell our products must be integrated into our program and receive anti-money laundering training. This form was developed to provide you with a convenient means to verify that you have completed anti-money laundering training *other than LIMRA*. *The purpose of this form is for data collection only and should not be used as a training certificate.*

**AGENT OR BROKER: YOU SHOULD COMPLETE SECTIONS ONE AND TWO AND EXECUTE THE AFFIRMATION IN SECTION THREE. IF YOUR TRAINING WAS PROVIDED BY LIMRA WITH AVIVA OR ANOTHER CARRIER, DO NOT COMPLETE THIS FORM.** If your training was provided by a vendor, insurance company, broker-dealer or bank: please provide a certificate **and** an outline of the training program (if available). Aviva will contact that entity to certify completion of the training and to execute SECTION FOUR.

### **SECTION ONE – AGENT INFORMATION**

Please complete this section in its entirety. Make sure that you include at least one telephone number where you can be contacted to verify the information you have submitted.

### **SECTION TWO - TRAINING INFORMATION**

Please provide the name of the training program, the date you completed it, the name and contact information of the entity providing the training, including a contact person. If you received training from an entity other than a vendor, insurance company, broker-dealer, or bank, you must attach a certification and an outline of the training program.

### **SECTION THREE – AGENT AFFIRMATION**

You must complete and sign this form before you submit it as proof that you have completed training.

### **SECTION FOUR – TRAINING PROGRAM CONTENT AND AFFIRMATION (THIS SECTION IS FOR HOME OFFICE USE ONLY)**

If the training was delivered by an insurance company, bank, or broker-dealer, Aviva will contact that entity to certify completion of the training and complete SECTION FOUR, certifying that the training program covers the ACLI's "Recommended Core Elements for an AML Training Program for Life Insurance Agents and Brokers" and/or that the training program is in Compliance with regulations issued under the USA PATRIOT Act.

The ACLI Core Elements are posted on the internet at the following site:

<http://www.acli.com/ACLI/Issues+nonmembers/AML+Resources%3a+Integrating+Agents+and+Brokers.htm>

*This form will not be considered proof of training until the entity providing the training has verified training completion and has executed this affirmation.*

Insurance companies, broker-dealers and banks are subject to AML requirements imposed by regulations issued under Section 352 of the USA PATRIOT Act (31 CFR 103.137 and/or NASD Rule 3011). If your training was provided by a vendor or an entity not subject to these regulations, Aviva will verify the content of the training.

### **Contact Information**

If you have any questions, please speak with your agency manager.

**FOR INTERNAL USE ONLY -- THIS FORM IS NOT A TRAINING CERTIFICATE**



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 515/283-2371  
 www.avivausa.com

# Termination of Assignment of Commissions Agreement

The Assignment of Commissions Agreement ("Assignment") dated \_\_\_\_\_, whereby \_\_\_\_\_ ("Assignor") assigned to \_\_\_\_\_ ("Assignee") all right, title and interest in and to all Commissions thereafter accruing under the \_\_\_\_\_ Contract, dated as of \_\_\_\_\_ ("Agent's Contract"), between Assignor and Aviva Life and Annuity Company (the "Company"), is hereby terminated and all Commissions not yet credited or paid to Assignee as of the date of the Company's receipt of this Termination of Assignment of Commissions Agreement (the "Termination Agreement"), properly executed by Assignee and the Company, now revert to Assignor.

Assignee hereby irrevocably releases any and all interest in and to any Commissions and hereby indemnifies and holds harmless the Company from any and all claims, demands or causes of action arising out of any resulting payment of any such Commissions, including any and all attorney fees, costs and expenses arising out of the defense of any such claim, demand or cause of action.

IN WITNESS WHEREOF, the parties have caused this Termination Agreement to be executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by their duly authorized representatives.

\_\_\_\_\_  
 ASSIGNEE

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

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Aviva Life and Annuity Company

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

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Acknowledged & Agreed (signature not required):**

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

Name: \_\_\_\_\_

Assignor



## Specific Instructions

**Name.**—If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage, without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

**Sole Proprietor.**—You must enter your **individual** name as shown on your social security card. You may enter your business, trade, or "doing business as" name on the **business name** line.

**Other Entities.**—Enter the business name as shown on required Federal tax documents. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or "doing business as" name on the business name line.

### Part I—Taxpayer Identification Number (TIN)

You must enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How To Get a TIN** below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, using your EIN may result in unnecessary notices to the requester.

**Note:** See the chart on this page for further clarification of name and TIN combinations.

**How To Get a TIN.**—If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5** from your local Social Security Administration office. Get **Form W-7** to apply for an ITIN or **Form SS-4** to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676).

If you do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester. Other payments are subject to backup withholding.

**Note:** Writing "Applied For" means that you have already applied for a TIN **OR** that you intend to apply for one soon.

### Part II—For Payees Exempt From Backup Withholding

Individuals (including sole proprietors) are **not** exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the Separate Instructions for the Requester of Form W-9.

If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding. Enter your correct TIN in Part I, write "Exempt" in Part II, and sign and date the form.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester a completed **Form W-8**, Certificate of Foreign Status.

### Part III—Certification

For a joint account, only the person whose TIN is shown in Part I should sign (when required).

**1. Interest, Dividend, and Barter Exchange Accounts Opened Before 1984 and Broker Accounts Considered Active During 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, Dividend, Broker, and Barter Exchange Accounts Opened After 1983 and Broker Accounts Considered Inactive During 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item **2** in the certification before signing the form.

**3. Real Estate Transactions.** You must sign the certification. You may cross out item **2** of the certification.

**4. Other Payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services (including attorney and accounting fees), and payments to certain fishing boat crew members.

**5. Mortgage Interest Paid by You, Acquisition or Abandonment of Secured Property, Cancellation of Debt, or IRA Contributions.** You must give your correct TIN, but you do not have to sign the certification.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends,

and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 31% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name, but you may also enter your business or "doing business as" name. You may use either your SSN or EIN (if you have one).

<sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.





---

(Date)

AmerUs Life  
555 South Kansas Avenue  
Topeka, KS 66601-2039

Attention Contracting:

I understand that my commissions will be 1099'd to my social security number. However, I do want my commissions deposited into my agency account. The agency is not incorporated and does not have a TIN.

Thank you,

---

(Agent's signature)

---

(Agent's printed name)