

# Bankers Insurance Services

New Agent Name: \_\_\_\_\_

Appointing Agent: \_\_\_\_\_

*Appointing Agent Contracted? If **Yes**, give Agent Code # \_\_\_\_\_  
If **No**, please attach contracts and license(s)*

New Agent Commission Level: \_\_\_\_\_ State(s) to be licensed in: \_\_\_\_\_  
*(Attach license copies)*

### **Anti-Money Laundering Training Requirements:**

- AML training was completed through LIMRA on \_\_\_\_/\_\_\_\_/\_\_\_\_
- AML training was completed through an independent program, completion certificate is attached

### **Appointment Requirements:**

- Complete and Sign Agency Questionnaire, including Consumer Disclosure
- Complete and sign Form W-9
- Attach current life license copy
- Attach void check copy for EFT
- Attach current copy of E&O Coverage Certificate

### **Fair Credit Reporting Act Notice/Communication Authorization:**

I hereby authorize Oak Tree Financial, Inc., and any and all of its affiliates or subsidiary companies, to conduct a thorough background investigation regarding my qualifications for appointment and credit worthiness, including, but not limited to, periodic debit checks through Vector One. I also understand that Oak Tree Financial, Inc. reserves the right to report any outstanding debit balances to Vector One and to revoke or suspend commission advances at any time without prior notice.

I further authorize Oak Tree Financial, Inc., and any and all of its affiliates or subsidiary companies, to communicate with me via mail, fax and/or email, unless a request is submitted by me in writing.

I agree that a fax or photocopy of this authorization with my signature will be accepted with the same authority as the original.

I have carefully read and understand these authorizations and by signing below, agree to all terms and conditions.



Agent Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**Please return to:**  
Oak Tree Life and Annuity Brokerage  
505 Carter Street  
Bristol VA 24201  
Ph: 276/591-1341 Fax: 276/591-1344  
[www.oaktreeus.com](http://www.oaktreeus.com)



*An affiliate of Bankers Insurance Group*

Bankers Life Insurance  
Company

11101 Roosevelt Blvd N  
St. Petersburg, FL 33716  
Phone (800) 839-2731  
Fax (800) 946-3306

### **Contracting Checklist**

Before we can process your contracting request, please **complete** the following checklist and **return** it with all the required forms. The purpose of this checklist is to assist you with each step that must be completed for your agent appointment.

- A signed and completed Agency Agreement
- A copy of the signed commission schedule
- A signed Background Check Authorization form
- A copy of your current insurance license(s)
- A completed and signed W9
- A voided check for direct deposit
- A copy of current E&O Certificate of Insurance
- Written explanation regarding any "YES" answers in the Producers History
- Have you taken LIMRA or another Anti-Money Laundering Course? If yes, please provide date course completed \_\_\_\_\_, or enclose a copy of course certificate. **IF NO, YOU MUST COMPLETE THE COURSE BEFORE BUSINESS IS ISSUED.**  
Contact us for instructions on how to complete this.
- My E-mail address is: \_\_\_\_\_ (if none please write "none").
- My Cell-Phone number is: \_\_\_\_\_.

**Thank you for your cooperation. We look forward to earning your business!**

(For Contracting Help, please call Wendy Slavin, Licensing and Contracting 1-800-839-2731 ext. 5146)



Bankers Life Insurance Company  
 11101 Roosevelt Blvd N, St. Petersburg, FL 33716  
 800-839-2731 Fax 800-946-3306

*An affiliate of Bankers Insurance Group*

**AGENCY QUESTIONNAIRE**

**PRODUCER HISTORY**

**1. WRITING AGREEMENT**

*Please Print in Black Ink*

Agency/Agent		Date of Birth	Sex
<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation		<input type="checkbox"/> CLU <input type="checkbox"/> ChFC <input type="checkbox"/> CFP <input type="checkbox"/> LUTCF <input type="checkbox"/> RHU <input type="checkbox"/> FLMI <input type="checkbox"/> Other:	
Home Address		City, State, ZIP	
Business Address		City, State, ZIP	
Home Phone	Work Phone	Cell Phone	Fax Number
E-mail Address		Send all mail to: <input type="checkbox"/> Business <input type="checkbox"/> Home	Best time to call: <input type="checkbox"/> A.M. <input type="checkbox"/> P.M.
Agency Taxpayer Identification Number		Agent Social Security Number	

**2. Licensing Questions**

- a. Have you ever been appointed with Bankers Life Insurance Company?  Yes    No  
 If yes, when? \_\_\_\_\_ Agent Number \_\_\_\_\_
- b. To your knowledge, are you presently the subject of any investigation or proceeding by any insurance, securities, or commodities agency, jurisdiction, or organization?  Yes    No
- c. Are you now or have you ever been a defendant in any litigation alleging the violation of any agreement with or provision of any insurance securities or commodities law or regulation?  Yes    No
- d. Has any insurance company within the past 10 years canceled any contract with you for any reason other than the nonproduction of business or at your request?  Yes    No
- e. Have you ever been convicted for any crime other than a traffic violation or been charged with any misconduct or irregularity in the performance of your duties, or with misappropriating or converting monies of others or improperly withholding monies?  Yes    No
- f. Do you have any judgements, tax liens, bad debts, or collections items of any kind against you?  Yes    No
- g. Are you indebted to any insurance company, general agent, or manager (including debit balances)?  Yes    No
- h. Have you or your corporation filed for bankruptcy under any bankruptcy act in the last 5 years?  Yes    No  
 If yes, please forward copy of filing and discharge.
- i. During the past 10 years, has any commissioner or any Department of Insurance or any stock exchange suspended, canceled, or revoked any license issued to you, fined you or ever refused to issue or renew any such license for any reason whatsoever?  Yes    No
- j. Have you ever had any complaints, including but not limited to complaints with an Insurance Department or Insurance Company filed against you?  Yes    No
- k. Employment History – List current company appointments and prior appointments for the past five years. Attach additional sheets if necessary.  

<u>Company</u>	<u>From/To</u>
_____	_____
_____	_____
_____	_____
_____	_____

**3. EXPLANATION** – Please explain any “Yes” answers here; attach additional sheets if necessary.

**4. ILLUSTRATION SOFTWARE** – Go to [www.bankerslifeinsurance.com](http://www.bankerslifeinsurance.com) to run an illustration.

AGENCY AGREEMENT

This Agency Agreement (the "Agency Agreement") is entered into between Bankers Life Insurance Company (together with its affiliates and subsidiaries, the "Company") and \_\_\_\_\_ ("Agency").

Agency has completed a questionnaire (the "Agency Questionnaire") seeking to write insurances policies and/or annuity contracts (any such policy or contract a "Policy") listed on the attached commission schedule (the "Commission Schedule"). Company has relied upon Agency's responses to the Agency Questionnaire in determining to enter into this Agency Agreement.

Agency acknowledges that Company has informed it of its practice to perform routine investigative reports on Agency and its producers for licensing purposes, initial and renewal state appointments, and at any time Company, at its discretion, deems it necessary to conduct background investigations. Agency expressly authorizes Company to conduct these investigations and authorize all persons and entities (including past and present employers) to provide Company all requested information. Agency hereby releases from liability all persons and entities which supply any information to Company and agrees to provide these reports and any other pertinent information to any affiliated companies and to third parties where the third parties' legal interests and/or obligations are involved. Agency also authorizes Company to distribute any financial, business, legal, tax or work performance history regarding Agency (that it receives from third parties, from any affiliated companies, or which is generated by Company or from any affiliated companies' data source that is not part of the investigative report) to all affiliated companies or to third parties; including, but not limited to, agents or agencies that assume Agency's debit balance responsibilities.

This Agency Agreement, together with the Agency Questionnaire, Terms and Conditions, Commission Schedule and Upline Guarantee (collectively, the "Agreement") shall comprise the entire agreement between Company and Agency. The Agreement supersedes any and all previous agreements between Agency and Company and shall be effective when fully executed (the "Effective Date").

Agency certifies that (a) it has reviewed the Agreement, understands it, and agrees to be bound by its terms, and (b) that if any information provided in the Agent Questionnaire is found to be incorrect or incomplete, that it will be grounds for rejecting the Agreement or for terminating the Agreement immediately and without notice, all at the sole discretion of Company.

**SIGNATURE FOR AGENCY**

Agency has caused the Agreement to be executed by a duly authorized representative, and Agency warrants and represents that such representative has complete authority to enter into the Agreement.

By: \_\_\_\_\_ Title: \_\_\_\_\_  
Authorized Representative

\_\_\_\_\_ Date: \_\_\_\_\_  
Name (Print or Type)

**RECOMMENDING AGENCY SIGNATURE**

BY: \_\_\_\_\_ (Signature) \_\_\_\_\_ (Title) \_\_\_\_\_ (Date)

Agency Code: \_\_\_\_\_ Rep Code: \_\_\_\_\_ Effective Date: \_\_\_\_\_



## TERMS AND CONDITIONS

These “**Terms and Conditions**” are attached to and made a part of the Agency Agreement between Agency and Company. Capitalized terms not otherwise defined herein shall have the definition set forth in the Agency Agreement or the Agent Questionnaire. Together the Agency Agreement, Agent Questionnaire, Commission Schedule, Upline Guarantee and these Terms and Conditions shall be referred to as the “**Agreement.**”

### SECTION 1 – AGENCY’S RIGHTS AND RESPONSIBILITIES

**1.1 Values Statement.** Company has a history, tradition and reputation for high ethical standards (“**Values Statement**”). Agency agrees to adhere to the Values Statement, avoid conflicts of interest and comply with all applicable laws. Agency further agrees to: (a) act with integrity, which includes being honest with customers and Company, (b) understand customers’ financial and insurance objectives and satisfy those objectives with suitable financial and insurance products, and first-rate service, (c) provide clear and accurate advertising and sales materials to customers, (d) help resolve customer complaints and disputes promptly and fairly, (e) take appropriate actions, including having adequate supervision to comply with applicable laws, and (f) compete actively and fairly so as to provide customers with needed services and products at reasonable prices.

**1.2 Authority and Responsibility.** The Agency is authorized by Company to undertake and perform the duties listed below (“**Duties**”). Agency agrees to perform and undertake the following Duties according to Company’s practices and procedures (which may change from time to time):

- a. Procure and submit to Company, personally and through agents and sub-agents identified and/or recommended by Agency (“**Producers**”), applications for Policies. Assure that the applications are accurately completed and fully disclose to Company all facts which could affect Company’s decision regarding the issuing of the Policy. Ensure that each application submitted to Company is reviewed by each applicant before it is signed by the applicant and that it is signed (i) in the presence of an authorized representative of Agency or a Producer or (ii) by other means approved by Company in writing.
- b. Assure that all sales, marketing and service activities involving Company or any of Company’s products, which are conducted by the Agency and all Producers, strictly adhere to all communicated rules of Company (which are hereby incorporated into these Terms and Conditions).
- c. Those Policies provided to Agency for delivery, issued on any application referenced in sub-paragraph 1.2 (a), should be promptly delivered to Policy owner.
- d. Use best efforts to provide satisfactory service to those Policy owners solicited or assigned by Agency.
- e. Recommend agents and subagents for appointment to act as a Producer of Company. All such appointments must be approved at the sole discretion of Company. Company may terminate the appointment of any Producer recommended by Agency with or without cause and with or without Agency’s approval.

- f. Use best efforts to supervise Producers and have standards in place so as to reasonably assure that its Producers are in conformity with the Agreement.
- g. Be responsible for all money received by the Agency and any Producer contracted by Agency on behalf of Company.
- h. Be responsible for any and all indebtedness to Company of the Agency and all of its Producers. Agent agrees to reimburse Company for all costs and expenses incurred in collecting such debt.
- i. Conform to all applicable local, state or federal laws, rules or regulations (“**Applicable Laws**”); including, but not limited to, all Applicable Laws regarding solicitations, sale and servicing of Policies, suitability, replacement, confidentiality and anti-money laundering.
- j. Cooperate at all times with Company or any of its representatives in any regulatory inquiry, proceeding or Complaint as it may relate to the business of Company; including, but not limited to, any within the context of an administrative, regulatory, or judicial proceeding. “**Complaint**” is defined as any communication, written or oral, that expresses dissatisfaction relating to the Agency, Company, any Policy, or application for a Policy. Agency will notify Company immediately upon receipt of any Complaint.
- k. In accordance with applicable laws and regulations, maintain accurate and complete books, records, accounts, correspondence or other data relating to the business of Company (“**Policy Records**”). Company shall have the right to inspect any and all Policy Records and to make such extracts or copies as Company desires.

**1.3 Non-exclusive Territory.** Agency is authorized to do business under the Agreement in any state in which Company is authorized to conduct business and to issue the specific Policy which Agency intends to sell; provided, however, Agency is properly licensed in such state to sell such Policy. No territory is exclusively assigned. Company reserves the right to withdraw from all or any portion of any state(s) at its discretion without notice or liability to Agency.

**1.4 Independent Contractor.** Agency is an independent contractor and nothing in the Agreement shall be construed to create the relationship of employer and employee between Agency, or any other Producer, and Company. Agency shall be free to exercise independent judgment as to the persons from whom applications for Policies will be solicited and the time and place of such solicitations. As an independent contractor, all Agency expenses (including, but not limited to, rentals, transportation, salaries, attorney or legal fees which pertain to the administration of Agency’s business, postage, advertising, agent licensing fees and/or agent occupational taxes) shall be Agency’s liability and not Company’s.

### SECTION 2 – LIMITS OF AGENCY’S AUTHORITY

Agency’s right, power, or authority on Company’s behalf shall exist only as expressly stated in the Agreement. No right, power, or authority shall be implied either from the grant or denial of powers specifically mentioned herein or the failure to mention any right or

power herein. Agency agrees that Agency and its Producers are without authority to do or perform, and expressly agree not to do or perform, the following acts on Company's behalf: (a) incur any indebtedness or liability, (b) make, alter, accept, or discharge contracts, (c) waive forfeitures, (d) quote rates other than as quoted by Company, (e) extend the time for payment of any premium, (f) accept payment in cash, (g) guarantee dividends, or (h) deliver any Policy more than ten (10) days after issuance by Company or fail to promptly return the delivery receipt to Company.

Further, Agency agrees that Agency and its Producers' agents shall not: (i) violate any Applicable Law in which Agency or its Producers may be soliciting applications for Policies, (j) withhold any of Company's, the Policy owner's, prospective Policy owner's or applicant's monies or property, (k) rebate or offer to rebate all or any part of a premium on any Company Policy, (l) induce or attempt to induce any of Company's Policy owners to discontinue payment of premiums or to relinquish any Policy, (m) induce or attempt to induce any of Company's agents to leave Company's service, (n) perpetrate any fraud against Company, Policy owners, prospective Policy owners or applicants, (o) fail to provide contract disclosure documents to Policy applicants as required by Company or any Applicable Law, (p) fail to provide compensation disclosure to Policy applicants as required by any Applicable Law, or (q) violate any policies and procedures of Company.

### SECTION 3 – COMPENSATION

**3.1 Commissions.** Agency shall be paid commissions on premiums paid to and received by Company, in accordance with the Commission Schedule. Company reserves the right, in its sole discretion, to amend the Commission Schedule at any time; provided, however, that any such change shall only be effective for commissions payable on applications dated after the Effective Date of such change.

**3.2 Statement of Account.** Company will furnish Agency a copy of its commission account weekly provided that transactions occur in Agency's account during the previous week. Unless Agency notifies Company in writing within thirty (30) days of the issue date of each statement of any differences between such statement and Agency's account, Agency shall have waived the right to contest the accuracy, correctness, and basis of the statement. Such statement shall be competent and conclusive evidence of the status of Agency's account.

**3.3 Vesting.** The right of Agency to receive compensation on any Policy, which is earned under the terms of the Agreement, will be deemed vested in Agency, subject to exceptions set forth in Section 3.7. Further, commissions shall be paid hereunder only for so long as Agency or its Producers are the agent of record.

**3.4 Producers.** Agency shall be responsible for the fidelity, honesty and financial integrity of all of its Producers and all obligations of its Producers to Company which arise after the Effective Date of the Agreement. Agency shall indemnify Company for, and Agency's account shall be charged, the full amount of all such obligations in default. Agency's commissions shall be reduced by the amount of any commissions to which Agency's Producers are entitled, whether or not Company pays such commissions to the Producers directly or through Agency. Agency shall defend, indemnify and hold Company harmless from any liability, loss, cost or expense, including attorneys' fees, incurred by Company resulting from or in connection with any claim or action brought by any Producers with respect to payment or nonpayment of compensation.

**3.5 Disallowed Commissions.** Commissions shall not be allowed on premiums waived or commuted by reason of death, disability, or exercise of Policy options. Commissions that become payable shall be paid to Agency, Agency's executors, administrators, or assigns. In no event will Agency be entitled to receive commissions that revert to Agency from its terminated Producers in excess of the amount such terminated Producer would have received under the provisions of their agreement with Company.

**3.6 Payout.** Maximum commission payout is five thousand dollars (\$5,000) per Policy at issue, with the balance paid in the next commission cycle following thirty (30) days after Policy delivery. Policy delivery card must be returned to document delivery date. Company may elect to accumulate an Agency's compensation payments until a payment in excess of fifty dollars (\$50.00) is due for electronic funds transfer. Amounts not paid by electronic funds transfer will have higher minimums that are established by internal policy.

**3.7 Termination of Compensation.** Payment of compensation to Agency may be terminated by Company notwithstanding Section 3.2 when: (1) the total payable in the preceding calendar year is less than one thousand dollars (\$1,000), or (2) the Agreement has been terminated for reasons set forth in Section 6.2(e), or (3) Agency or any Producer performs any act which would result in termination pursuant to Section 6.2(e) regardless of whether the Agreement has already been terminated.

**3.8 Fiduciary.** All monies collected, received, or otherwise coming into the control of Agency or its Producers, which belong to Company, or any Policy holder or owner, or applicant, shall be securely held by Agency in a fiduciary capacity or shall be immediately paid to Company. Agency hereby guarantees the payment to Company of all monies intended for or owing to Company, any Policy holder or owner, prospective Policy holder or owner, or applicant that are collected, received, or otherwise come into the control of Agency or its Producers.

### SECTION 4 - INDEBTEDNESS

**4.1 Debtor-Creditor Relationship.** The following transactions, between Company and Agency, shall be a loan and create a debtor-creditor relationship between Company and Agency:

- a. the refund or return of any premium collected by Agency or its Producers for which Company has paid a commission;
- b. the death of an annuitant which occurs after the age of 65 and within the first twelve (12) months following the date of Policy issue which results in a commission charge back to the Agency or its Producers;
- c. any advance made by Company to Agency against future compensation for any other reason; and
- d. any other loan or debt between Company and Agency.

**4.2 Security.** Any indebtedness due Company, including, but not limited to, any indebtedness created by any of the transactions of Section 4.1 above, is due and payable on demand and shall create a first lien on any compensation due or to become due Agency.

**4.3 Offset.** Company retains the right to offset any indebtedness against any payment due Agency, including, but not limited to, any Commissions due or to become due Agency or its Producers.

**4.4 Legal and Equitable Remedies.** Any indebtedness not paid when due shall vest Company with the authority and power to seek all available legal and equitable remedies against Agency to obtain repayment of the indebtedness. Company does not waive any of

Company's rights to pursue collection of any indebtedness owed by Agency or its Producers to Company. In the event Company initiates legal action to collect any indebtedness of Agency or its Producers, Agency shall promptly reimburse Company for reasonable attorneys' fees and expenses in connection therewith.

## SECTION 5 – ADVERTISING AND ADMINISTRATION

**5.1 Representation.** Agency and/or its Producers will not represent themselves as holding any professional or trade certification that implies expertise in financial matters relating specifically to persons 65 or older, including but not limited to "certified senior advisor," until and unless Agency or its Producers provide Company with complete information regarding the nature of such certification and Company approves in writing the use of such certification in connection with the sale of Company's products.

**5.2 Reservations.** Company reserves the following rights at its discretion without liability to Agency: (a) to change commissions on any Policy form or rider upon furnishing notice to Agency, but such change shall not affect applications received by Company prior to such notice, (b) to withdraw any Policy forms; (c) to change Company premium rates, (d) to reject Policy applications or premiums without specifying cause, and (e) to adopt policies and procedures from time to time relating to any matter not otherwise covered in the Agreement.

**5.3 Advertising.** Company and its Producers shall not use or authorize any advertisement, circular, news release or other communication using Company's name or Company's product names (whether written, oral, audio, or visual) without prior written approval by Company.

**5.4 Personal Property and Funds.** All Policy Records, related advertising and marketing materials, books, documents, vouchers, receipts, lists, notices, or other papers of any kind used by Agency in any transaction involving Company and any other personal property furnished by Company (collectively, "Company Property"), shall remain Company's property, shall be open to inspection by Company at all times, and shall be promptly returned to Company at termination of the Agreement along with all uncollected premium receipts and undelivered Policies sent to Agency for delivery and collection. Agency shall indemnify Company for any cost incurred to secure Company Property should Agency fail to return the property as required above.

**5.5 Reimbursement.** Agency agrees to pay directly or reimburse Company for the following expenses: (a) all agent taxes, municipal license fees, and local and state taxes for the territory covered by the Agreement, (b) all charges provided in Company policies and procedures, including charges for not taken Policies, for applications not completed, for Policies reissued for a reduced amount, or a change in dating or a change of plan, and (c) the premium for an indemnity bond in a satisfactory amount to secure Agency's fidelity and faithful performance under the Agreement, if such bond is requested by Company.

## SECTION 6 -TERMINATION

**6.1 Termination Without Cause.** This Agreement may be terminated without cause by either party upon at least fifteen (15) calendar days or the minimum time period required by applicable state law, whichever is longer, prior written notice given by either party to the other. Termination of the Agreement shall not affect any duties, obligations, or liabilities incurred prior to termination except as otherwise provided herein.

**6.2 Termination With Cause.** Company may terminate the Agreement immediately, for cause, without notice, in the event of and as of the date of the occurrence of: (a) Agency's bankruptcy, insolvency, receivership, liquidation, or assignment for the benefit of creditors by either party, (b) cancellation, suspension, or revocation of Agency's insurance license by any governmental or regulatory authority having jurisdiction, (c) death of principal or dissolution of Agency, (d) IRS levies on Agency, or (e) Agency's breach of the Agreement by: (1) the wrongful withholding of funds belonging to an applicant or Company for a Policy or Policies, (2) the intentional or systematic inducement of insured(s) to lapse, relinquish, or surrender a Policy or Policies, (3) the intentional or willful failure to comply with, the laws, rules, or regulations of any governmental or regulatory authority having jurisdiction, (4) any default by Agency in the performance of any material term or condition of the Agreement.

## SECTION 7 – CUSTOMER INFORMATION; CONFIDENTIALITY

**7.1 Customer Information.** "Customer Information" means information in electronic, paper or any other form that Agency or its Producers obtained, had access to or created in connection with its obligations under the Agreement regarding individuals who applied for or purchased Policies. Customer Information includes nonpublic personal information, and protected health information, as defined in Applicable Law. Customer Information may also include, but is not limited to, information such as the individual's name, address, telephone number, social security number, as well as the fact that the individual has applied for, is insured under, or has purchased a Policy issued by Company.

**7.2 Confidentiality.** Agency shall treat Customer Information as confidential and in accordance with Company policies and procedures. Agency shall also take reasonable and appropriate steps to establish and implement administrative, physical and technical procedures to ensure the confidentiality, security and integrity of Customer Information. Agency agrees to comply with Company's terms of use, policies and procedures with respect to use of Company electronic systems and databases providing access to Customer Information by Agency, Agency employees, and Producers and shall promptly report to Company any breach of security related to such systems and databases of which Agency becomes aware. Agency may use Customer Information only for the purpose of fulfilling its obligations under the Agreement. Agency will limit access to Customer Information to its employees, Producers and other parties who need to know such Customer Information to permit Agency to fulfill its obligations under the Agreement and who have agreed to treat such customer information in accordance with the terms of the Agreement. Agency shall not disclose or otherwise make accessible Customer Information to anyone other than to the individual to whom the information relates (or to his or her legally authorized representative) or to other persons pursuant to a valid authorization signed by the individual to whom the information relates (or by his or her legally authorized representative), except as required for Agency to fulfill its obligations under the Agreement, as otherwise directed by Company, or as expressly required by Applicable Law.

## SECTION 8 – ANTI-MONEY LAUNDERING

Agency agrees that it will remain in compliance with all applicable anti-money laundering laws and regulations. Agency further agree to fully cooperate and assist Company in implementing and carrying out its anti-money laundering program as applicable to Agency's activities under the Agreement; including, but not limited to, providing requested Customer Information, following customer

identification procedures, and cooperating with the required training of employees and Producers (including providing any requested certification and information regarding such training).

#### **SECTION 9 – ERROR AND OMISSIONS**

Agency shall, at its own cost and expense, purchase and maintain in force, during the term of the Agreement an Errors and Omissions insurance policy with limits not less than \$1,000,000.00 (maximum \$5,000.00 deductible unless otherwise agreed to in writing by Company) and shall provide Company with a certificate, and upon request a certified copy, of said policy. Company reserves the right to verify coverage at any time.

#### **SECTION 10 - INDEMNIFICATION**

**10.1 Company Indemnification.** Agency shall indemnify, defend and hold Company, Bankers Insurance Services, Inc., their respective affiliates and their respective employees, officers, directors and shareholders harmless from any claims, liability, loss, cost or suit brought against Company resulting from or in connection with any real or alleged unauthorized acts; any act, error or omission; any negligence or willful acts; or any breach of any of the provisions of the Agreement by Agency, Agency's employees or Agency's Producers. For the avoidance of doubt, claims, liability, loss or cost includes, but is not limited to, all costs, expenses, attorney fees and other legal fees, penalties, fines, direct or consequential damages, assessments, verdicts (including punitive damages to the extent permissible under the law of the state where any claim or suit is filed which seeks recovery of punitive damages against Company) and any other expense or expenditure incurred by Company as a result of Agency's performance, or the performance of Agency's Producers, under the terms of the Agreement. The foregoing indemnification will be in addition to any liability Agency may otherwise have.

**10.2 Agency Indemnification.** Company shall hold Agency harmless from any judgment for damages against such Agency as a result of any court action by a policyholder or applicant arising out of a direct error or omission on the part of Company, provided Agency has not caused or contributed to such liability by its own acts or omission. The Agency agrees, as a condition of such indemnification, to notify Company promptly of any claim or suit against it, and to allow Company to make such investigation, settlement or defense thereof as Company deems prudent.

#### **SECTION 11 – MISCELLANEOUS**

**11.1 Entire Agreement.** The Agreement supersedes all prior agreements, either oral or written, between the parties relating to the subject matter hereof, and except for any amendment of the Commissions Schedule pursuant to the terms of this Agreement, may not be modified in any way unless by written agreement signed by the parties to this Agreement.

**11.2 Severability.** If any provision of the Agreement is deemed void, illegal, or unenforceable, the validity of the remaining portions

shall not be affected thereby. Any waiver of the rights of Company under the Agreement on one occasion shall not constitute a continuing waiver of any such right.

**11.3 Cumulative Rights.** The rights, remedies and obligations contained in the Agreement are cumulative and are in addition to any and all rights, remedies and obligations, at law or in equity, which the parties hereto are entitled to under state and federal laws.

**11.4 Assignment.** Neither the Agreement, nor any benefits that accrue hereunder, may be assigned or otherwise transferred, either in whole or in part, by operation of law or otherwise, without the prior written approval of Company. To the extent the assignment is permitted, any assignee shall be bound by the terms of the Agreement.

**11.5 Injunctive Relief.** Should Agency or Agency's Producers engage, before or after termination of the Agreement, in any act prohibited by the Agreement, it may result in irreparable injury to Company for which there may be no adequate remedy at law and Agency hereby agrees that Company may obtain injunctive relief.

**11.6 Attorneys' Fees.** If Company or Agency should bring a court action alleging breach of the Agreement or seeking to enforce, rescind, renounce, declare, void or terminate the Agreement or any provisions thereof the prevailing party shall be entitled to recover all of its legal expenses, including reasonable attorneys' fees and costs (including legal expenses for any appeals taken and attorneys' fees incurred as a result of Bankruptcy proceedings), and to have the same awarded as part of the judgment in the proceedings in which such legal expenses and attorneys' fees were incurred.

**11.7 Choice of Laws.** This Agreement shall be interpreted in accordance with, and governed by, the laws of the State of Florida. Unless otherwise provided, all matters to be performed by Company under the Agreement shall be performable at Company's office in St. Petersburg, Florida. Any amount due to either party under the Agreement shall be payable at Company's office in St. Petersburg, Florida. Any suit arising under the Agreement between Agency and Company shall be instituted and tried in Pinellas County, Florida.

**11.8 Notices.** Any notices required under the terms of this Agreement shall be sent, if to the Agency at the address set forth in the "Agency Questionnaire," and if to Company at: Bankers Life Insurance Company, Attention: President, 11101 Roosevelt Boulevard North, St. Petersburg, Florida 33716, or at such other addresses as either party may from time to time designate to the other in writing; provided, however, any legal notice to Company shall also be addressed to the attention of Company's General Counsel at the same address noted above.

**11.9 Survival.** All of the terms and provisions of this Agreement shall survive termination to the extent that such terms and provisions are necessary to enforce the rights of the party not in default.



Bankers Life Insurance Company  
 11101 Roosevelt Blvd N, St. Petersburg, FL 33716  
 800-839-2731 Fax 800-946-3306

**COMMISSION SCHEDULE**

This Commission Schedule is an addendum to the Agreement between Company and Agency. This Commission Schedule is for annuity contracts sold under the attached Agreement which are issued on or after the Effective Date. No commissions will be earned or paid unless the corresponding form of annuity contract is available for sale by Company in the applicable state.

<u>Product</u>	<u>Premium Amount</u>	<u>Annuitant Issue Age</u>	<u>Commission %</u>
<b>The 5 Year Tax-Deferred Annuity</b>	\$10,000+	0 through 80	3.0%
<b>The 5 Year Tax-Deferred Annuity</b>	\$10,000+	81 through 85*	1.5%
<b>The 5 Year Tax-Deferred Annuity</b>	\$5,000-\$9,999	0 through 85*	1.5%

Commissions are expressed as a percentage of premiums paid unless otherwise noted. Company at its discretion may pay to any Producer any commissions due the Producer from the Agency and set-off such payment or payments against any commissions due or to become due to the Agency. Commissions are paid weekly as earned.

**Commission Chargeback's**

Bankers will charge the agent back for any money withdrawn within the first policy year for:

- Rescissions during Free Look Period (IE: "Not Taken")
- Any withdrawals and Required Minimum Distributions (RMD's,) within the first 12 months (see "A" below)
- Death within the first year (on a monthly pro-rata basis, see "B" below)

A. All withdrawals and RMD's are charged back at a rate of 100%. We recommend that withdrawals and RMD's be taken from the client's current plan before funding any new Bankers Annuity.

B. In the event of Death within the first year following the issue date, there will be a monthly pro-rata chargeback against the commission paid. Example: A death in at the end of six months would result in a commission chargeback of 50% of the original commission paid.

Termination of the Agreement shall not terminate the Company's right to chargeback commissions that were paid by Company under the terms of the Agreement.

No commission shall be paid on the sale of an annuity which involves the total or partial replacement of a policy issued by BLIC or any of its affiliates unless specifically provided for in writing by us.

\*A Statement of Good Health is required with applications where the annuitant is over age 80.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Disclosure to the Consumer

In connection with your application for appointment through Bankers Insurance Services, Inc. (together with its affiliates and subsidiaries "BIS"), a background investigation will be performed. **To ensure full compliance with the Fair Credit Reporting Act Section 604, and to facilitate easy access to all information necessary, please read and sign this disclosure.**

The undersigned authorizes all persons and entities (including but not limited to businesses, corporations, former supervisors, credit agencies, governmental agencies, law enforcement authorities, educational institutions, state insurance departments, FINRA, and all military services) to release all written and verbal information about me to First Advantage, BIS and/or any appointing Insurance Carrier. I release and agree to hold First Advantage, BIS, and Insurance Carriers (and each entity's employees, officers, directors, agents and representatives) harmless from any and all liability and responsibility for doing so.

I specifically authorize the procurement of an investigative consumer credit report ("Credit Report") and understand that in all likelihood it will contain information about my background, mode of living, character, general reputation, and personal characteristics. I further understand that upon written request I will be given a list of the areas which will be researched and included in the Credit Report.

In the event that an adverse decision will be made based on my Credit Report, First Advantage and/or BIS will provide me with information on how to obtain a copy of the Credit Report and a description in writing of my legal rights.

**I understand that the Violent Crime Control and Law Enforcement Act of 1994 (18 U.S.C. section 1033) prohibits an Insurance Carrier from willfully permitting any individual convicted of any criminal felony involving dishonesty or a breach of trust from participating in the business of insurance. I understand that my application for appointment will be rejected if such a conviction is found on my record. I further understand that my application for appointment may be reconsidered if I obtain the specific written consent of the applicable Department of Insurance allowing for my participation in the business of insurance.**

Signed: **X** \_\_\_\_\_

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

**(Applicant Signature Required)**



An affiliate of Bankers Insurance Group

## AUTHORIZATION AGREEMENT FOR AUTOMATIC DEPOSITS

I hereby authorize Bankers Life Insurance Company to initiate credit entries (deposits) to my account indicated below:

ACCOUNT

\_\_\_\_\_ CHECKING

\_\_\_\_\_ SAVINGS

BANK NAME \_\_\_\_\_

ROUTING & TRANSIT NO. \_\_\_\_\_ ACCOUNT NO. \_\_\_\_\_

\_\_\_\_\_ PRINT NAME

\_\_\_\_\_ DATE

\_\_\_\_\_ SIGNATURE

*PLEASE ATTACH A VOIDED CHECK*

**This authority is to remain in full force and effect until Bankers Life Insurance Company has received written notification from me of its termination in such manner as to afford Bankers Life Insurance Company and named bank a reasonable opportunity to satisfy such request.**

It is the Account Holder's responsibility to verify that funds transferred to his/her account are available for disbursement. Bankers Life Insurance Company is not responsible for any bank fees incurred because of an Account Holder's failure to verify deposited funds.

If you are changing account(s), do not cancel your previous bank account(s) until your direct deposit cancellation has been processed.

**The effective date of your direct deposit will vary depending upon the date this form is received.**

## Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

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

Social security number
or
Employer identification number

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

### Part II Certification

Under penalties of perjury, I certify that:

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

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

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

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

#### Purpose of Form

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

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

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

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

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

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

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

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

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