

To: Field Relations / Fax: 513-595-2800

From:	Producer Name:
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Date:

The forms below are for the sale of Fixed Life products for Ameritas Life Insurance Corp.

Section I: Individual Producer

- ☐ Producer Application (Form ULC 229)
- ☐ Applicant Authorization to Obtain Consumer Report (Form ULC 5)
- ☐ Producer Contract (Form ULC 293)
- ☐ State Appointment Form (Form ULC 45)
- ☐ Market Conduct Form (Form ULC 16 Page 5 only)
- ☐ Direct Deposit (Form ULC 228)
- ☐ W-9 Request for Taxpayer ID Number
- ☐ Errors & Omissions – Election (Form ULC 104)

Optional

- ☐ Designation of Beneficiary (Form ULC 21)
- ☐ Producer Annualization Authorization (Form ULC 230)

Complete the following if ONLY selling Disability Income products OR Life and Disability Income in the state of New York:

- ☐ Expense Allowance Form (Form ULC 300)
- ☐ Hierarchy Worksheet (to be completed by Agency/Manager)

Section II: To Be Completed by Agency/Manager

Producer Reports to:

Upline/Manager Name(s)	@ Rank	Producer # & Code AG000XX-XXX

Commissions payable:

- ☐ As earned
- ☐ Annualization/Placed Advance (Producer Annualization Authorization form required.) (check one): ☐ 50% ☐ 75%



Producer Application

Ameritas Life Insurance Corp., Ameritas Life Insurance Corp. of New York

Legal Name: (Last, First, Middle)		Preferred Name:	
Social Security Number:	Date of Birth:	Professional Designations: (CLU, ChFC, other)	
Fax Number:		Cell Phone Number:	
Residence Address: Street	City:	State:	ZIP: Residence Telephone:
Business Address: Street	City:	State:	ZIP: Business Telephone:
Your Email Address:		Website Address:	

Where is mail to be delivered? ☐ Business ☐ Residence

Are you currently or have you ever been a registered representative or a registered investment advisor? If "Yes," with whom? _____

What is your CRD number? _____

Bonding, Securities and Insurance Questions

If the answer to any of the following questions is "Yes," you must submit a detailed explanation of each issue/obligation, including documented repayment terms.

1. Do you now owe any money to another insurance company or have you ever discontinued selling for another insurance company when you were indebted to the company? ☐ Yes ☐ No
2. Have you ever been a party to a bankruptcy or receivership proceeding involving your personal or business debts? ☐ Yes ☐ No
3. Have you had or are you currently involved in any personal or business tax liens, suits, judgments, collections or charged off debt? ☐ Yes ☐ No
4. Has any insurance company ever terminated any agency, agent or broker contract with you for any reason other than insufficient sales? ☐ Yes ☐ No
5. Have you ever had any charges or complaints filed against you by any state insurance department or other entity? ☐ Yes ☐ No
6. Has any person ever complained to an insurance department or other agency about your conduct as an agent? ☐ Yes ☐ No
7. Has your insurance license ever been suspended or revoked or have you ever been denied a license? ☐ Yes ☐ No
8. Have you ever been charged with or convicted of a felony? ☐ Yes ☐ No
9. Have you been charged with or convicted of a misdemeanor in the past 5 years? ☐ Yes ☐ No
10. Are you now bonded to handle money belonging to others? ☐ Yes ☐ No
If "Yes," with whom? _____
11. Has a bonding company ever denied, paid out on, revoked or refused to bond you? ☐ Yes ☐ No
12. Do you have professional liability or errors and omissions insurance? ☐ Yes ☐ No
If "Yes," please provide an executed copy of the applicable agreement(s) or a description of your limitations thereunder, to the extent allowed by the agreement.

I verify that my answers to these questions are true and complete to the best of my knowledge.

Signature of Agent Date

Printed Name Date

Disclosure and Authorization Regarding Background Investigation for Employment Purposes

Ameritas®

Disclosure

Ameritas Life Insurance Corp., Ameritas Investment Company, LLC and Ameritas Advisory Services (the "Company") may request from a consumer reporting agency and for employment-related purposes, a "consumer report(s)" (commonly known as "background reports") containing background information about you in connection with your employment, or application for employment, or engagement for services (including independent contractor or volunteer assignments, as applicable).

HireRight, LLC ("HireRight") will prepare or assemble the background reports for the Company. HireRight is located and can be contacted at 3349 Michelson Drive, Suite 150, Irvine, CA 92612, (800) 400-2761, www.hireright.com.

The background report(s) may contain information concerning your character, general reputation, personal characteristics, mode of living, or credit standing. The types of background information that may be obtained include, but are not limited to: criminal history; litigation history; motor vehicle record and accident history; social security number verification; address and alias history; credit history; verification of your education, employment and earnings history; professional licensing, credential and certification checks; drug/alcohol testing results and history; military service; and other information.

Authorization

I hereby authorize Company to obtain the consumer reports described above about me.

Name

X

Applicant Signature

Date

[END OF DOCUMENT]

PLEASE PROCEED TO THE NEXT DOCUMENT ENTITLED:

"VECTORONE AUTHORIZATION FOR, OTHER DISCLOSURES, ACKNOWLEDGMENTS & AUTHORIZATIONS REGARDING
BACKGROUND INVESTIGATION FOR EMPLOYMENT PURPOSES"



Debit-Check Agent/Agency Authorization Form

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

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

AGENT/AGENCY'S STATEMENT – READ CAREFULLY

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

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

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

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

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

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

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

Agent/Agency Printed Name: _____

Signature: _____ **Date:** _____

FOR COMPANY USE ONLY

AGREED AND ACKNOWLEDGED BY COMPANY:

Name of Company: _____

Signature: _____

Name and Title: _____

Other Disclosures, Acknowledgments and Authorizations Regarding Background Investigation for Employment Purposes

Ameritas®

Disclosures

Investigative Consumer Report:

Ameritas Life Insurance Corp., Ameritas Investment Company, LLC and Ameritas Advisory Services (the "Company") may request an investigative consumer report about you from HireRight, LLC ("HireRight"), a consumer reporting agency, in connection with your employment, or application for employment, or engagement for services (including independent contractor or volunteer assignments, as applicable). An "investigative consumer report" is a background report that includes information from personal interviews (except in California, where that term includes background reports with or without information obtained from personal interviews), the most common form of which is checking personal or professional references through personal interviews with sources such as your former employers and associates, and other information sources. The investigative consumer report may contain information concerning your character, general reputation, personal characteristics, mode of living, or credit standing. You may request more information about the nature and scope of an investigative consumer report, if any, by contacting the Company.

Ongoing Authorization:

If the Company hires you or contracts for your services, the Company may obtain additional consumer reports and investigative consumer reports about you without asking for your authorization again, throughout your employment or your contract period, as allowed by law.

Additional State Law Notices:

Please see the "Additional State Law Notices" for California, Massachusetts, Minnesota, New Jersey, New York, and Washington that are provided below, as applicable. A California disclosure and summary of your rights under California Civil Code Section 1786.22, and a copy of New York Article 23-A, are being provided to you separately.

Summary of Rights under the Fair Credit Reporting Act:

A summary of your rights under the Fair Credit Reporting Act is being provided to you separately.

San Francisco Fair Chance Ordinance Official Notice:

A copy of the San Francisco Fair Chance Ordinance Official Notice is being provided to you separately.

HireRight Privacy Policy:

Information about HireRight's privacy practices is available at www.hireright.com/Privacy-Policy.aspx.

Acknowledgments & Authorization

I acknowledge that I have received and carefully read and understand the separate "Disclosure and Authorization Regarding Background Investigation for Employment Purposes"; and the separate "Summary of Rights under the Fair Credit Reporting Act" that have been provided to me by the Company. I also acknowledge receipt of and that I have carefully read and understand (as applicable), the separate California Disclosure and Summary of Rights under California Civil Code Section 1786.22; the separate New York Article 23-A; and the separate San Francisco Fair Chance Ordinance Official Notice that have been provided to me.

By my signature below, I authorize the preparation of background reports about me, including background reports that are "investigative consumer reports" by HireRight, and to the furnishing of such background reports to the Company and its designated representatives and agents, for the purpose of assisting the Company in making a determination as to my eligibility for employment or engagement for services (including independent contractor or volunteer assignments, as applicable), promotion, retention or for other lawful employment purposes. I understand that if the Company hires me or contracts for my services, my consent will apply, and the Company may, as allowed by law, obtain from HireRight (or from a consumer reporting agency other than HireRight) additional background reports pertaining to me, without asking for my authorization again, throughout my employment or contract period.

I understand that if the Company obtains a credit report about me, then it will only do so where such information is substantially related to the duties and responsibilities of the position in which I am engaged or for which I am being evaluated.

I understand that information contained in my employment (or contractor or volunteer) application, or otherwise disclosed by me before or during my employment (or contract or volunteer assignment), if any, may be used for the purpose of obtaining and evaluating background reports on me. I also understand that nothing herein shall be construed as an offer of employment or contract for services.

I understand that the information included in the background reports may be obtained from private and public record sources, including without limitation and as appropriate: government agencies and courthouses; educational institutions; and employers. Accordingly, I hereby authorize all of the following, to disclose information about me to the consumer reporting agency and its agents: law enforcement and all other federal, state and local government agencies and courts; educational institutions (public or private); testing agencies; information service bureaus; credit bureaus and other consumer reporting agencies; other public and private record/data repositories; motor vehicle records agencies; my employers; the military; and all other individuals and sources with any information about or concerning me. The information that can be disclosed to the consumer reporting agency and its agents includes, but is not limited to, information concerning my: employment and earnings history; education, credit, motor vehicle and accident history; drug/alcohol testing results and history; criminal history; litigation history; military service; professional licenses, credentials and certifications; social security number verification; address and alias history; and other information.

By my signature below, I also promise that the personal information I provide with this form or otherwise in connection with my background investigation is true, accurate and complete, and I understand that dishonesty or material omission may disqualify me from consideration for employment. I agree that a copy of this document in faxed, photocopied or electronic (including electronically signed) form will be valid like the signed original. I further acknowledge that I have received additional state law notices that I have reviewed and read.

- ☐ **California, Minnesota or Oklahoma consumers:** Please check this box if you would like to receive (whenever you have such right under the applicable state law) a free copy of your background report if one is obtained on you by the Company.

Additional State Law Notices

Please also note the following:

CALIFORNIA: Pursuant to section 1786.22 of the California Civil Code, you may view the file maintained on you by the consumer reporting agency during normal business hours. You may also obtain a copy of this file, upon submitting proper identification and paying the actual copying costs, by appearing at the consumer reporting agency's offices in person, during normal business hours and on reasonable notice, or by certified mail. You may also receive a summary of the file by telephone, upon submitting proper identification and written request. The consumer reporting agency has trained personnel available to explain your file to you, including any coded information, and will provide a written explanation of any coded information contained in your file. If you appear in person, you may be accompanied by one other person, provided that person furnishes proper identification. "Proper identification" includes documents such as a valid driver's license, social security account number, military identification card, and credit cards. If you cannot identify yourself with such information, the consumer reporting agency may require additional information concerning your employment and personal or family history to verify your identity.

HireRight, LLC ("HireRight") will prepare the background report for the Company. HireRight is located and can be contacted at 3349 Michelson Drive, Suite 150, Irvine, CA 92612, (800) 400-2761. Information about HireRight's privacy practices is available at www.hireright.com/Privacy-Policy.aspx.

Additional California-specific information is set out below.

MASSACHUSETTS: Upon request to the Company, you have the right to know whether the Company requested an investigative consumer report about you and, upon written request to the Company, you have the right to receive a copy of any such report. You also have the right to ask the consumer reporting agency (e.g., HireRight) for a copy of any such report.

MINNESOTA: You have the right in most circumstances to submit a written request to the consumer reporting agency (e.g., HireRight) for a complete and accurate disclosure of the nature and scope of any consumer report the Company ordered about you. The consumer reporting agency must provide you with this disclosure within 5 days after (i) its receipt of your request or (ii) the date the report was requested by the Company, whichever date is later.

NEW JERSEY: You have the right to submit a request to the consumer reporting agency (e.g., HireRight) for a copy of any investigative consumer report the Company requested about you.

NEW YORK: You have the right, upon written request to the Company, to be informed of whether or not the Company requested a consumer report or an investigative consumer report about you. Shown above is the address and telephone number for HireRight, the consumer reporting agency used by the Company. You may inspect and receive a copy of any such report by contacting that consumer reporting agency. A copy of Article 23-A of the New York Correction Law is also provided below.

WASHINGTON STATE: If the Company requests an investigative consumer report, you have the right, upon written request made to the Company within a reasonable period of time after your receipt of this disclosure, to receive from the Company a complete and accurate disclosure of the nature and scope of the investigation requested by the Company. You are entitled to this disclosure within 5 days after the date your request is received or the Company ordered the report, whichever is later. You also have the right to request a written summary of your rights and remedies under the Washington Fair Credit Reporting Act.

Applicant Last Name: _____ First: _____ Middle: _____

Applicant Signature: _____ Date: _____

Para información en español, visite www.consumerfinance.gov/learnmore o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under FCRA.

For more information, including information about additional rights, go to www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - a person has taken adverse action against you because of information in your credit report;
 - you are the victim of identity theft and place a fraud alert in your file;
 - your file contains inaccurate information as a result of fraud;
 - you are on public assistance;
 - you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.consumerfinance.gov/learnmore for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.consumerfinance.gov/learnmore for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information. Inaccurate, incomplete, or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.**
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.
- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).
- The following FCRA right applies with respect to nationwide consumer reporting agencies:

CONSUMERS HAVE THE RIGHT TO OBTAIN A SECURITY FREEZE

You have a right to place a “security freeze” on your credit report, which will prohibit a consumer reporting agency from releasing information in your credit report without your express authorization. The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. However, you should be aware that using a security freeze to take control over who gets access to the personal and financial information in your credit report may delay, interfere with, or prohibit the timely approval of any subsequent request or application you make regarding a new loan, credit, mortgage, or any other account involving the extension of credit.

As an alternative to a security freeze, you have the right to place an initial or extended fraud alert on your credit file at no cost. An initial fraud alert is a 1-year alert that is placed on a consumer's credit file. Upon seeing a fraud alert display on a consumer's credit file, a business is required to take steps to verify the consumer's identity before extending new credit. If you are a victim of identity theft, you are entitled to an extended fraud alert, which is a fraud alert lasting 7 years.

A security freeze does not apply to a person or entity, or its affiliates, or collection agencies acting on behalf of the person or entity, with which you have an existing account that requests information in your credit report for the purposes of reviewing or collecting the account. Reviewing the account includes activities related to account maintenance, monitoring, credit line increases, and account upgrades and enhancements.

- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.consumerfinance.gov/learnmore.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:

Type of Business**Contact**

1. a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates	a. Consumer Financial Protection Bureau 1700 G Street, N.W. Washington, DC 20552
b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB:	b. Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue, N.W. Washington, DC 20580 (877) 382-4357
2. To the extent not included in item 1 above:	
a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks	a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050
b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act.	b. Federal Reserve Consumer Help Center P.O. Box 1200 Minneapolis, MN 55480
c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations	c. FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106
d. Federal Credit Unions	d. National Credit Union Administration Office of Consumer Financial Protection (OCFP) Division of Consumer Compliance Policy and Outreach 1775 Duke Street Alexandria, VA 22314
3. Air carriers	Asst. General Counsel for Aviation Enforcement & Proceedings Aviation Consumer Protection Division Department of Transportation 1200 New Jersey Avenue, S.E. Washington, DC 20590
4. Creditors Subject to the Surface Transportation Board	Office of Proceedings, Surface Transportation Board Department of Transportation 395 E Street, S.W. Washington, DC 20423
5. Creditors Subject to the Packers and Stockyards Act, 1921	Nearest Packers and Stockyards Administration area supervisor
6. Small Business Investment Companies	Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, S.W., Suite 8200 Washington, DC 20416
7. Brokers and Dealers	Securities and Exchange Commission 100 F Street, N.E. Washington, DC 20549
8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations	Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090
9. Retailers, Finance Companies, and All Other Creditors Not Listed Above	Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue, N.W. Washington, DC 20580 (877) 382-4357

(CALIFORNIA APPLICANTS ONLY)**CALIFORNIA DISCLOSURE**

The Company may order an investigative consumer report on you in connection with your employment, or application for employment, or engagement for services (including independent contractor or volunteer assignments, as applicable), and if you are hired, or if you already work for the Company, the Company may order additional such reports on you for employment purposes. Such reports may contain information about your character, general reputation, personal characteristics, and mode of living. The types of background information that may be obtained include, but are not limited to: criminal history; litigation history; motor vehicle record and accident history; social security number verification; address and alias history; credit history (but credit history will be obtained only after a separate, credit-specific disclosure has been provided to you in accordance with CA Civil Code § 1785.20.5 and CA Labor Code § 1024.5); verification of your education, employment and earnings history (to the extent allowed by applicable law); professional licensing, credential and certification checks; drug/alcohol testing results and history; military service; and other information.

The investigative consumer reporting agency, HireRight, LLC ("HireRight"), will prepare the background report for the Company. HireRight is located and can be contacted at 3349 Michelson Drive, Suite 150, Irvine, CA 92612, (800) 400-2761, www.hireright.com. Information about HireRight's privacy practices is available at www.hireright.com/Privacy-Policy.aspx.

A SUMMARY OF YOUR RIGHTS UNDER CALIFORNIA CIVIL CODE SECTION 1786.22

- a) An investigative consumer reporting agency shall supply files and information required under Section 1786.10 during normal business hours and on reasonable notice.
- b) Files maintained on a consumer shall be made available for the consumer's visual inspection, as follows:
 - 1) In person, if he appears in person and furnishes proper identification. A copy of his file shall also be available to the consumer for a fee not to exceed the actual costs of duplication services provided.
 - 2) By certified mail, if he makes a written request, with proper identification, for copies to be sent to a specified addressee. Investigative consumer reporting agencies complying with requests for certified mailings under this section shall not be liable for disclosures to third parties caused by mishandling of mail after such mailings leave the investigative consumer reporting agencies.
 - 3) A summary of all information contained in files on a consumer and required to be provided by Section 1786.10 shall be provided by telephone, if the consumer has made a written request, with proper identification for telephone disclosure, and the toll charge, if any, for the telephone call is prepaid by or charged directly to the consumer.
- c) The term "proper identification" as used in subdivision (b) shall mean that information generally deemed sufficient to identify a person. Such information includes documents such as a valid driver's license, social security account number, military identification card, and credit cards. Only if the consumer is unable to reasonably identify himself with the information described above, may an investigative consumer reporting agency require additional information concerning the consumer's employment and personal or family history in order to verify his identity.
- d) The investigative consumer reporting agency shall provide trained personnel to explain to the consumer any information furnished him pursuant to Section 1786.10.
- e) The investigative consumer reporting agency shall provide a written explanation of any coded information contained in files maintained on a consumer. This written explanation shall be distributed whenever a file is provided to a consumer for visual inspection as required under Section 1786.22.
- f) The consumer shall be permitted to be accompanied by one other person of his choosing, who shall furnish reasonable identification. An investigative consumer reporting agency may require the consumer to furnish a written statement granting permission to the consumer reporting agency to discuss the consumer's file in such person's presence.

California Privacy Notice

This Privacy Notice applies to you if you are a California resident who has not obtained or sought to obtain a product or service from Ameritas or one of its affiliates. It is intended to provide certain information to you as required under the applicable California law.

Ameritas does not sell personal information as defined under applicable California law.

The types of Personal Information we collect, use, and disclose depend on your relationship with us. We may collect or in the past 12 months, we have collected and may in the future continue to collect the following categories of Personal Information about California consumers:

Category	Examples	Primary Purpose for Collection
Identifiers	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	To respond to your requests and inquiries, process and administer your application; To provide you with services. To comply with state and federal laws and regulations; To process, administer and manage payroll and benefits; To administer and maintain retirement service; To obtain and verify background checks; To engage in corporate transactions requiring review of employee records, such as for evaluating potential mergers and acquisitions of the Company; and to maintain commercial insurance policies and coverages, including for workers' compensation and other liability insurance.
Personal Information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some Personal Information included in this category may overlap with other categories.	To respond to your requests and inquiries, process and administer your application, and to provide you with services. To comply with state and federal laws and regulations; To process administer and manage payroll and benefits; To administer and maintain retirement service; To obtain and verify background checks; To engage in corporate transactions requiring review of employee records, such as for evaluating potential mergers and acquisitions of the Company; and maintain commercial insurance policies and coverages, including for workers' compensation and other liability insurance.
Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	To process and administer your account and provide you with other requested services; To comply with state and federal laws and regulations; manage workers' compensation claims; conduct workplace investigations; and anonymize and/or aggregate data to perform workforce analytics, data analytics, and benchmarking.
Commercial information	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	For institutional risk control, or for resolving customer disputes or inquiries, to persons acting in a fiduciary or representative capacity on your behalf; provide information to persons assessing our compliance with industry standards, and our attorneys, accountants and auditors; protect the confidentiality or security of our records pertaining to you, the service or product, or market other financial products or services.
Biometric information	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	To grant and monitor employees' access to secure company facilities and implement, monitor, and manage electronic security measures on devices that are used to access networks and systems (e.g., incident management).

Internet or other similar network activity	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	To operate the website more efficiently; maintain the security of your online session, improve our website design; protect against or prevent actual or potential fraud; unauthorized transactions, claims or other liability; and to protect the confidentiality or security of our records pertaining to you, the service, or product; To manage employee performance of their job duties, including promotions, discipline, and/or termination; conduct workplace investigations; and perform call monitoring and surveillance (e.g., CCTV).
Geolocation data	State and country location.	To comply with state and federal laws and regulations; To process, administer and manage payroll and benefits; To administer and maintain retirement service; To engage in corporate transactions requiring review of employee records, such as for evaluating potential mergers and acquisitions of the Company; To maintain commercial insurance policies and coverages, including for workers' compensation and other liability insurance; To anonymize and/or aggregate data to perform workforce analytics, data analytics, and benchmarking.
Sensory data	Audio, electronic, visual, or similar information.	To protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability.
Professional or employment-related information	Current or past job history or performance evaluations.	To manage employee performance of their job duties, including promotions, discipline, and/or termination; conduct workplace investigations; evaluate job applicants and candidates for employment; and obtain and verify background checks.
Education information	Education records directly related to a student.	To manage employee performance of their job duties, including promotions, discipline, and/or termination; To conduct workplace investigations; evaluate job applicants and candidates for employment; and to obtain and verify background checks.
Inferences drawn from the above	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	To manage employee performance of their job duties, including promotions, discipline, and/or termination and evaluate job applicants and candidates for employment.

Disclosures of Personal Information: Depending on which of our businesses collected it, your Personal Information may have been disclosed to:

- You, your authorized representatives, legal agents, and other persons acting on your behalf or to whom you ask, instruct or authorize us to disclose your Personal Information.
- Our contracted service providers who provide a service to or on behalf of Ameritas, including analytics service providers, payment providers and intermediaries.
- Our auditors, consultants, accountants, attorneys, and others providing professional advice to Ameritas.
- Other Ameritas affiliates.
- Other financial institutions and reinsurers.
- Financial intermediaries (your advisor, broker, or brokerage firm), aggregators, clearinghouses, clearing or settlement systems.
- Group policyholders, plan sponsors and their third-party administrators.
- External custodians and business partners of Ameritas.
- Applicable governmental, regulatory, supervisory, law enforcement, tax or similar authorities or industry bodies.
- Any other person or entity Ameritas reasonably thinks customary, necessary or advisable for the business purposes disclosed in our Privacy Notices or to whom Ameritas is obliged by applicable law or regulation to make the disclosure.
- Any other party where Ameritas has obtained your consent or authorization.

Business Purposes for Disclosure of Personal Information:

- To advertise and market to you, and to consumers who are similar to you.
- To perform services on our behalf, including providing customer service, processing or fulfilling orders, account maintenance, distributions, and transactions, processing payments, event registration or travel bookings, financing, and quality control.
- For risk management purposes, identity verification, information security, fraud detection and prevention;
- To prevent money laundering, terrorist financing, bribery, and corruption.

- Undertaking internal research, operational efficiencies and improvements, product enhancements, and business development purposes.
- In connection with legal proceedings, such as responding to a subpoena or court order.
- To demonstrate compliance with our regulatory obligations.
- For reinsurance purposes.
- To report tax information to relevant tax authorities.
- In the event of any planned or actual company reorganization, merger, sale, or transfer, of our business.

Retention of Personal Information

Ameritas utilizes commercially reasonable efforts to maintain records and information management processes and procedures. Periodically, we re-evaluate our business need to maintain various business records, some of which include Personal Information. The Corporate Records Officer reviews applicable federal and state laws, systems capabilities, legal hold requirements, business needs, and other factors to determine the length of time we will maintain business records. We have processes in place to review electronic and physical records on a regular basis and ensure appropriate disposal in accordance with our Records Retention Schedule. We keep records for as long as necessary or required. If disposition of records is not possible, we will continue to safeguard the information.

For additional information regarding our Online Privacy Policy and information regarding your rights under the applicable California law, please visit the following page: <https://www.ameritas.com/about/online-privacy/>

You may also contact us using one of these methods:

Ameritas Privacy Office
P.O. Box 81889
Lincoln, NE 68501-1889
1-888-284-7844
privacy@ameritas.com

(NEW YORK APPLICANTS ONLY)

NEW YORK CORRECTION LAW
ARTICLE 23-ALICENSURE AND EMPLOYMENT OF PERSONS PREVIOUSLY
CONVICTED OF ONE OR MORE CRIMINAL OFFENSES**Section 750.** Definitions.**751.** Applicability.**752.** Unfair discrimination against persons previously convicted of one or more criminal offenses prohibited.**753.** Factors to be considered concerning a previous criminal conviction; presumption.**754.** Written statement upon denial of license or employment.**755.** Enforcement.**§750.** Definitions. For the purposes of this article, the following terms shall have the following meanings:

- 1) "Public agency" means the state or any local subdivision thereof, or any state or local department, agency, board or commission.
- 2) "Private employer" means any person, company, corporation, labor organization or association which employs ten or more persons.
- 3) "Direct relationship" means that the nature of criminal conduct for which the person was convicted has a direct bearing on his fitness or ability to perform one or more of the duties or responsibilities necessarily related to the license, opportunity, or job in question.
- 4) "License" means any certificate, license, permit or grant of permission required by the laws of this state, its political subdivisions or instrumentalities as a condition for the lawful practice of any occupation, employment, trade, vocation, business, or profession. Provided, however, that "license" shall not, for the purposes of this article, include any license or permit to own, possess, carry, or fire any explosive, pistol, handgun, rifle, shotgun, or other firearm.
- 5) "Employment" means any occupation, vocation or employment, or any form of vocational or educational training. Provided, however, that "employment" shall not, for the purposes of this article, include membership in any law enforcement agency.

§751. Applicability. The provisions of this article shall apply to any application by any person for a license or employment at any public or private employer, who has previously been convicted of one or more criminal offenses in this state or in any other jurisdiction, and to any license or employment held by any person whose conviction of one or more criminal offenses in this state or in any other jurisdiction preceded such employment or granting of a license, except where a mandatory forfeiture, disability or bar to employment is imposed by law, and has not been removed by an executive pardon, certificate of relief from disabilities or certificate of good conduct. Nothing in this article shall be construed to affect any right an employer may have with respect to an intentional misrepresentation in connection with an application for employment made by a prospective employee or previously made by a current employee.

§752. Unfair discrimination against persons previously convicted of one or more criminal offenses prohibited. No application for any license or employment, and no employment or license held by an individual, to which the provisions of this article are applicable, shall be denied or acted upon adversely by reason of the individual's having been previously convicted of one or more criminal offenses, or by reason of a finding of lack of "good moral character" when such finding is based upon the fact that the individual has previously been convicted of one or more criminal offenses, unless:

- 1) There is a direct relationship between one or more of the previous criminal offenses and the specific license or employment sought or held by the individual; or
- 2) the issuance or continuation of the license or the granting or continuation of the employment would involve an unreasonable risk to property or to the safety or welfare of specific individuals or the general public.

§753. Factors to be considered concerning a previous criminal conviction; presumption.

- 1) In making a determination pursuant to section seven hundred fifty-two of this chapter, the public agency or private employer shall consider the following factors:
 - a) The public policy of this state, as expressed in this act, to encourage the licensure and employment of persons previously convicted of one or more criminal offenses.
 - b) The specific duties and responsibilities necessarily related to the license or employment sought or held by the person.
 - c) The bearing, if any, the criminal offense or offenses for which the person was previously convicted will have on his fitness or ability to perform one or more such duties or responsibilities.
 - d) The time which has elapsed since the occurrence of the criminal offense or offenses.
 - e) The age of the person at the time of occurrence of the criminal offense or offenses.
 - f) The seriousness of the offense or offenses.
 - g) Any information produced by the person, or produced on his behalf, in regard to his rehabilitation and good conduct.
 - h) The legitimate interest of the public agency or private employer in protecting property, and the safety and welfare of specific individuals or the general public.

- 2) In making a determination pursuant to section seven hundred fifty-two of this chapter, the public agency or private employer shall also give consideration to a certificate of relief from disabilities or a certificate of good conduct issued to the applicant, which certificate shall create a presumption of rehabilitation in regard to the offense or offenses specified therein.

§754. Written statement upon denial of license or employment. At the request of any person previously convicted of one or more criminal offenses who has been denied a license or employment, a public agency or private employer shall provide, within thirty days of a request, a written statement setting forth the reasons for such denial.

§755. Enforcement.

- 1) In relation to actions by public agencies, the provisions of this article shall be enforceable by a proceeding brought pursuant to article seventy-eight of the civil practice law and rules.
- 2) In relation to actions by private employers, the provisions of this article shall be enforceable by the division of human rights pursuant to the powers and procedures set forth in article fifteen of the executive law, and, concurrently, by the New York city commission on human rights.



City & County of San Francisco Fair Chance Ordinance

Post Where Employees Can Read Easily. Failure to post this notice may result in penalties.

OFFICIAL NOTICE

Under the San Francisco Fair Chance Ordinance, employers must follow strict rules regarding criminal records.
Employers 5 or more employees worldwide and all City contractors must comply.

- Employers MAY NOT ask about arrests or convictions on a job application.
- Employers MAY NOT conduct a background check or ask about criminal records until AFTER making a conditional offer of employment.
- Employers may only consider convictions that are directly related to the job, and may never consider 7 types of arrests or convictions, including convictions that are more than 7 years old (see www.sfgov.org/olse/fco).
- Before an employer rejects an applicant based on a background check, the employer must: notify the applicant and provide a copy of the background check; give the applicant 7 days to respond; reconsider based on evidence the applicant provides.

For more information, visit www.sfgov.org/olse/fco or call the San Francisco Fair Chance hotline at (415) 554-5192.

AVISO OFICIAL - Ordenanza de Oportunidades Equitativas de San Francisco

Correo donde los empleados pueden leer fácilmente. La falta de publicación de este aviso puede resultar en sanciones.

De conformidad a la Ordenanza de Oportunidades Equitativas de San Francisco, los empleadores deben seguir reglas estrictas con respecto a los antecedentes penales.

Los empleadores con 5 o más empleados en todo el mundo y todos los contratistas de la Ciudad deben cumplir con las reglas.

- Los empleadores NO DEBEN preguntar sobre arrestos o condenas en una solicitud de empleo.
- Los empleadores NO DEBEN realizar una revisión de antecedentes ni preguntar acerca de antecedentes penales hasta DESPUÉS de hacer una oferta condicional de empleo.
- Los empleadores sólo pueden considerar las condenas que estén directamente relacionadas con el trabajo, y nunca deben considerar 7 tipos de arrestos o condenas, incluyendo las condenas que tienen más de 7 años de antigüedad (véase www.sfgov.org/olse/fco).
- Antes de rechazar a un candidato en base a una verificación de antecedentes, el empleador debe: notificar al candidato y proporcionarle una copia de la verificación de antecedentes; darle al candidato 7 días para responder; reconsiderar en base a la evidencia que el candidato presente.

Para obtener más Información visite www.sfgov.org/olse/fco o llame a la línea directa de Oportunidades Equitativas de San Francisco al (415) 554-5192.



City & County of San Francisco Fair Chance Ordinance

Post Where Employees Can Read Easily. Failure to post this notice may result in penalties.

正式通告- 舊金山公平機會條例

請張貼在僱員容易看到的地方。未張貼此通知可能會導致懲罰。

根據舊金山公平機會條例，雇主必須遵守關於犯罪紀錄的嚴格規定。於全球各地擁有五位或以上員工的雇主以及所有市府承包商，皆必須遵守規定。

- 雇主不得於應徵申請表格里詢問是否有拘捕或刑事有罪判決紀錄。
- 雇主僅可以在提供有條件錄取求職者後詢問是否有犯罪紀錄或進行背景調查。
- 雇主僅能考量與個人從事該工作直接相關的刑事有罪判決，而且不得考慮七種類型的拘捕或刑事有罪判決包括七年以前的刑事有罪判決（請見www.sfgov.org/olse/fco）。
- 雇主根據背景調查拒絕求職者之前必須：通知求職者並提供背景調查結果的副本；給予求職者七天的時間做出回應；依據求職者提供的證據重新考量。

欲查詢更多資訊，請瀏覽 www.sfgov.org/olse/fco 或致電舊金山公平機會條例專線 (415) 554-5192。

OPISYAL NA ABISO - Ang Ordinansa ng Makatarungang Pagkakataon ng San Francisco

Post Saan empleyado Puwede Basahin Madaling. Ang pagkabigong mag-post ng paunawang ito ay masaring magresulta sa mga multa.

Sa ilalim ng Batas para sa Patas na Pagkakataon (Fair Chance Ordinance), kailangang sundin ng mga taga-empleyo ang mahihigpit na patakaran ukol sa mga kriminal na rekord. Kailangang sumunod ang mga employer may 5 o higit pang empleyado sa buong mundo at kailangan ding sumunod ng lahat ng kontratista ng Lungsod.

- HINDI PUWEDENG magtanong ang mga employer tungkol sa mga pagka-aresto o hatol ng korte sa aplikasyon para sa trabaho.
- HINDI PUWEDENG magsagawa ang mga employer ng background check (pag-imbetiga sa nakaraan), o magtanong tungkol sa mga kriminal na rekord hanggang sa MATAPOS ang pagbibigay ng kondisyonal na alok ng trabaho.
- Ang mga hatol ng korte na may direktang kinalaman lamang sa trabaho ang posibleng isaalang-alang ng mga employer at hindi kailanman dapat isaalang-alang ang 7 uri ng pag-aresto o hatol ng korte, kasama na ang mga hatol na 7 taong gulang na (tingnan ang www.sfgov.org/olse/fco).
- Bago tanggihan ng employer ang aplikante batay sa background check, kailangan muna nilang gawin ang mga sumusunod: abisuhan ang aplikante at magbigay ng kopya ng background check; bigyan ang aplikante ng 7 araw para sumagot; muling pag-isipan ito batay sa ebidensiyang ipagkakaloob ng aplikante.

Para sa iba pang impormasyon, bisitahin ang www.sfgov.org/olse/fco o tawagan ang San Francisco Fair Chance sa teleponong (415) 554-5192.

contract



Producer

For use with Producers of the following:

Ameritas Life Insurance Corp.

Ameritas Life Insurance Corp. of New York

Producer Contract

Parties to the Contract

This Contract is between the below named party, herein called the Producer, and the following companies:

Ameritas Life Insurance Corp. ("Ameritas Life") with respect to Ameritas Life products; Ameritas Life Insurance Corp. of New York ("Ameritas Life of NY") with respect to Ameritas Life of NY products.

The words "Company", "we", "our" and "us" refer to Ameritas Life with respect to Ameritas Life products and Ameritas Life of NY with respect to Ameritas Life of NY products. You understand and agree that you are an agent of Ameritas Life, not Ameritas Life of NY, when you are selling Ameritas products; that you are an agent of Ameritas Life of NY, not Ameritas Life, when you are selling Ameritas Life of NY products.

Duties

You agree to do the following while this Contract remains in effect:

- Solicit applications for our policies;
- Maintain proper records and accounts of business transacted under this Contract, including but not limited to, records of all written sales proposals made, applications taken, money collected, policies issued and delivered, and all service to policyowners on our behalf. All such records shall be made available to us with or without prior notice, during business hours;
- Act as trustee for our monies and promptly send us all you receive on our behalf in accordance with our policies and procedures;
- Secure and pay for, and provide to us adequate proof of, any licenses, securities registration, bond, and errors and omissions insurance coverage as may be required by us or the states where you are authorized to solicit insurance and/or securities;
- Promptly send us notice of any legal document served upon you for actions brought against us;
- Promptly and accurately respond to all Company requests, correspondence and investigations;
- Ensure that policies are promptly delivered in accordance with their terms of the policy. No policy shall be delivered after the expiration of the delivery period specified by us unless you have received our prior approval. You will not deliver any insurance policy unless the proposed insured is, at the time of delivery, in the same health and insurable condition as represented in the policy application. You will promptly return to us all policies not delivered to the owner within the prescribed time period;
- Abide by all laws and regulations governing the sale and solicitation of insurance;
- Abide by all applicable federal and state privacy laws and regulations.
- Conduct yourself so as not to adversely affect the business reputation or good standing of either yourself or us;
- Abide by federal anti-money laundering laws and all Company policies and procedures relating thereto.

Conduct & Relationship

Nothing in this Contract shall be construed to create the relationship of employee and employer between you and us. You will be acting as an independent contractor only, and not as an employee, partner or associate of the Company. You will be responsible for all expenses incurred while carrying out the terms of this Contract.

You shall be free to exercise your own judgment as to the persons from whom you will solicit insurance, the time and place of supervision of your associates and brokers assigned to and supervised by you. The Company shall have no direction or control over your time and physical activities.

You agree to be governed by this Contract and to observe and comply with the rules and regulations now in effect, or as amended as set forth by the Company, including but not limited to those rules and regulations described in manuals and bulletins we may issue, as well as those issued by state insurance departments. You further agree to be bound by any Compensation Supplements or Schedules that may be published by us and is hereby incorporated herein by reference, as well as by any conditions in any Addenda to the Contract which we may agree to.

You hereby agree as follows:

- Upon termination of the Contract for whatever reason, you will not contact any of our policyholders, directly or indirectly, to solicit the replacement of our policies with the policies of another company. This agreement shall apply for a period of one (1) year subsequent to the date of the termination of the Contract and includes the activities of either yourself, or any other firm, person, business entity, or association with whom you are affiliated. Such agreement by you is, however, specifically limited to the

primary geographical area in which you or your Producers solicited business while associated with us. Furthermore, you specifically acknowledge that we have a continuing proprietary interest in all of our policies, and that the purpose of this agreement is to prevent interference with such interest.

Appointments

You may request appointment of properly licensed individuals or business entities as ("Downline Producers") to solicit applications for our policies within your hierarchy ("Hierarchy"). Downline Producers must enter into a written contract with us on forms we provide, and will be assigned to your Hierarchy pursuant to our policies.

We retain the right to approve, reject or terminate any appointment you may request without any liability to us. You expressly indemnify and hold us harmless for any liability arising from any agreement between you and any Downline Producers.

Limits of Authority

You are not authorized to do the following:

- Act on our behalf in any manner other than as stated in this Contract;
- Collect renewal premiums;
- Incur any indebtedness or liability not authorized in writing by the Company;
- Waive or extend the time for payment of any premium;
- Withhold any of our monies or property;
- Rebate commissions;
- Commingle our funds, including gross premiums on business produced by you personally or your Downline Producers, with any other funds;
- Accept premium payments in any form other than electronic funds transfer (EFT) or the policyowner's check made payable to the issuing Company;
- Endorse checks or other types of negotiable instruments on our behalf;
- Bind us to insure beyond what is stated in our Conditional Receipt, Temporary Insurance Agreement or policy of insurance;
- Deliver policies where the first premium has not been paid or the Insured is not in good health;
- Advertise our policies or name without our written permission;
- Alter, modify, waive, or change any of the terms, rates, or conditions of any of our advertisements, promotional materials, receipts, policies, contracts, or illustrations;
- Misrepresent or omit important facts in any application or supplemental material;
- Solicit or otherwise participate, contrary to Company policy, in any type of stranger-owned or investor-owned life insurance or in any other type of life settlement or viatical transaction that involves a policy issued by a Company.

Commission & Vesting

The Company shall pay to the Producer, as full commission for services rendered under this Contract, the following Commission:

- a) *Producer Schedule of Commission:* Commission shall be paid to you as set forth in the Producer Schedule of Commission, and any supplements or amendments thereto, on issued and paid policies solicited by you or your Downline Producers while this Contract is in force. First Year and Renewal commission is vested provided that you are not terminated For Cause, as further defined herein. Service Fees and Trail commission are not vested.
- b) *Bonus Commission:* Bonus Commission shall be paid to you while this Contract is in force as set forth in any Bonus Commission schedule, and any supplements or amendments thereto, on any issued and paid policies solicited by you or your Downline Producers while this Contract is in force. Bonus Commission is not vested.
- c) *Other Commission:* The Company shall pay to you any other commission on issued and paid policies or submitted applications for policies solicited by you or your Downline Producers, pursuant to any applicable commission schedule (and any supplements or amendments thereto) that you and the Company have agreed, in writing, to incorporate into this Contract while it is in force. Any First Year or Renewal commission is vested provided that you are not terminated For Cause as further defined herein. Any Service Fees or Trail commission are not vested.

We will pay you commission for any sale of our products in accordance with the above-referenced schedules and supplements, but will reduce such commission by any amount paid by us to any Downline Producers

within your Hierarchy on such sale. We may amend, modify or supplement these at any time without notice by publishing same in writing or on our website. Any such change will apply only to policies solicited after the effective date of such change.

The term "vested" is defined as your right to receive compensation after the Voluntary termination of the Contract. If any compensation is not vested or non-vested, then you forfeit your right to receive the compensation once the Contract is terminated for whatever reason. After the termination of this Contract, we may assign you policies for servicing under a subsequent Contract, and you may earn non-vested compensation for such servicing pursuant to that Contract's terms and conditions.

We reserve the right to pay reduced commission on a policy which, at the time of issue, causes us extra expense or results in an additional premium for the insured due to: reinsurance; age of the insured; risk classification; size of the policy; or any other factor. We also reserve the right to pay reduced commission if a new policy is issued and an existing policy on the same life is terminated; lapses within six months prior to the date of the application for the new policy; or within twelve months after the issue date of the new policy.

We reserve the right to suspend your right to receive commission under this Contract should we suspect that you are engaged in any activity that could lead to the termination of this Contract pursuant to its "For Cause" termination provision. Such suspension shall be effective upon written notification specifying the basis and duration of the suspension. The suspension shall not exceed sixty (60) days from the date of the notification. In the event the Contract is not terminated "For Cause" following the suspension, then you shall be entitled to any commission to which you were entitled but did not receive during the suspension. In the event it is later determined that grounds exist to consider the termination as "For Cause," then it shall be retroactively effective as of the date of your original termination and your right to any vested commission shall cease as of that original date. We may seek reimbursement for any vested commission paid to you after the Contract's termination should it be later determined that such termination was For Cause.

To individuals we appoint pursuant to your request:

We will pay commissions directly to your Downline Producers. We will incur no liability to any individual appointed at your request for commissions or other commission in excess of those appearing in the applicable commission schedule.

Lien for debts:

You shall be liable to repay us any commission paid to you: (a) on premiums we have refunded; (b) pursuant to any Schedule or Supplement incorporated herein or any Annualization Authorization agreement between you and us; (c) on the replacement of an existing policy contrary to our published Replacement Guidelines; or (d) in error, or otherwise in conflict with the terms of the Contract. You furthermore unconditionally guarantee the repayment of any unpaid debt owed to us by any Downline Producers within your Hierarchy, including those debts arising under any Annualization Authorization agreement between us and such Downline Producers, without us having to first exhaust any remedy against the Downline Producers.

Any such debt shall be due and payable immediately. You affirmatively acknowledge and agree that any debt arising under this section may be satisfied by the Company's withholding of any future commission or expense reimbursement payable under this or any other contract between you and us, including any non-qualified deferred commission contract or arrangement. You hereby assign, transfer, and set over to us any commission, expense reimbursements, or monies that from time to time may become due to you from us under this Contract to secure any debt to us. You additionally agree to repay on demand any disbursements we make for any claims against you, and any costs or attorney fees we incur associated with those claims, as a result of transactions arising out of this Contract.

You authorize us to report to consumer reporting agencies and other credit organizations all information concerning any debts not repaid in full by you. You acknowledge that such information may be provided to any insurance company with which you may seek appointment in the future.

Policy years:

A policy year consists of 12 months, beginning on the effective date of the policy.

Change, conversion, replacement, reinstatement:

If a policy is changed, converted, replaced, or reinstated, the amount of your commission payment will depend on current published procedures.

General Provisions

We reserve the right to:

- reject applications;
- limit the amount or type of policies offered;
- require higher premiums than applied for;
- withdraw or alter existing policy forms;
- introduce new policies or procedures;
- establish agencies and/or appoint representatives within the city and/or state in which you are licensed.

Background Check:

The validity of this Contract is contingent upon a completed background check, the results of which are satisfactory to us.

Indemnification:

You agree to indemnify and hold the Company harmless for any and all expenses, costs, causes of action and/or damages resulting from any unauthorized act or omission by you, your agents or your representatives.

Assignment:

You may not assign any of your rights under this Contract without our written consent. We will not be responsible for, nor guarantee the validity or sufficiency of any assignment.

No waiver of provisions:

Our failure to enforce any provision of this Contract does not constitute a waiver of that provision. In the event we do waive a provision, no precedent will be set and we may enforce that same provision in the future.

Right to payment:

We have the right to suspend payment under the provisions of this Contract if you with—hold property belonging to us after we have requested it from you. Property, for the purposes of this provision, will include but not be limited to, rate manuals, computer hardware and software, and printed materials bearing our name or any trademark that we own.

Amendments:

No modification or amendment to this Contract by you will be valid without our prior written consent.

Governing law:

This Contract will be governed by the laws of the State of Nebraska and the venue for any dispute arising under this Contract or Schedule, amendment, modification or Supplement shall be, in our sole discretion, the state or federal courts of Nebraska or Ohio.

Records:

We reserve the right to review, at any time during normal business hours, your records and accounts of business.

Confidentiality:

You will treat all matters relating to our business as confidential information, and not divulge any information in any way to persons other than ourselves during or after the term of this Contract. You acknowledge that you may receive nonpublic personal information, whether financial information or health information from customers and/or consumers of the Company, and hereby agree that you will not further disseminate such information for any purposes not arising from and necessary to the performance of your obligations under this Contract; that you will restrict access to such information to those who are performing work under this Contract and take steps and measures to assure that such information remains confidential; and that you will comply with the privacy and security requirements of the Gramm-Leach-Bliley Act, the Health Insurance Portability and Accountability Act, the Fair Credit Reporting Act, and all other applicable federal and state laws and regulations respecting the privacy and security of customer/ consumer personal information.

Advertising:

All advertisements, circulars and other material relating to our business, which are intended for publication or distribution to the public by you, must be submitted to and receive written approval from us before being used.

Notices:

Unless otherwise specified, any notices required under this Contract shall be in writing or in electronic format.

Contract Termination

Voluntary:

Notwithstanding any other provision in this Contract, either party can terminate this Contract by giving the other party advance written notice.

Automatic:

This Contract will automatically terminate in the event of:

- assignment (other than as provided for under the assignment section) for the benefit of creditors;
- your dissolution;
- your bankruptcy.

Termination by reason of this section shall be deemed to have occurred as of the date of the event causing such termination. Unless otherwise provided herein, we may continue to rely on this Contract as it existed before such event until we receive formal written notice thereof.

For Cause:

All your rights under this Contract, including the right to any further payment of any type of compensation, either during, or after the termination of this Contract, shall automatically and completely cease if any of the following occur any time:

- (1) You engage in any act of fraud, misconduct, or misrepresentation related to any actions taken by you under this Contract;
- (2) You fail to promptly return upon demand our policy lists, records, and other property as set forth in this Contract;
- (3) You systematically induce or attempt to induce policyholders to surrender our policies or to discontinue premium payments on any policies with us whether or not there has been compliance with any applicable governmental regulations concerning replacement;
- (4) You commit any of the following acts:
 - a. breach the terms of this Contract;
 - b. knowingly violate our rules and regulations; or
 - c. violate any applicable insurance or securities or any other laws or regulations in the states in which you conduct business; or
 - d. violate any federal securities law or any Financial Industry Regulatory Authority rules; or
- (5) You fail to promptly and accurately respond to any correspondence, inquiry or investigation directed to you by the Company.

Upon termination of this Contract, you agree to return any equipment, supplies, printed materials or other property, including but not limited to, policyholder lists and policyholder records, we furnished you. By agreeing to this term, you acknowledge that any policyholder lists or records in your possession are our property, and that the Company has a continuing proprietary interest in the lists and records relating to its policyholder.

Should you be terminated For Cause, you will be liable to us for any loss or damage, including attorney fees and costs, to which we may have been or will be subjected by virtue of such acts allowing termination. For purposes of determining whether this contract has been breached For Cause, the acts of all your employees shall be deemed your acts.

Signatures

By signing below, you accept an appointment as our Producer, effective

_____ subject to the terms of this Contract.

Electronic, scanned or faxed signatures are acceptable and are deemed to be original, binding signatures for purposes of this Contract.

■ If individual Contractee

Printed Name of Producer

→

Producing Producer

Date

■ If business entity Contractee

Printed Name of Business Entity

Printed Name and Title of Producer Representative

→

Signature

Date

■ Personal Guaranty of Business Entity Contractee's Performance

By affixing my signature below, I personally guarantee the Producer's full performance under this Contract, including the repayment of any debt that may arise thereunder, without the Company having to first exhaust any remedy against the Producer. I consent to the Company's retention of any and all compensation earned and payable to me under any contractual agreement between me and the Company in order to satisfy it, including any non-qualified deferred compensation contract or arrangement.

Printed Name

→

Signature

Date

■ On behalf of the following:

Ameritas Life Insurance Corp.

Ameritas Life Insurance Corp. of New York

By:

Lined P. Mason

Lined Mason

Vice President of Policy Services, Individual Operations

State Appointment Fee Form – Individual Producer Only

Ameritas Life Insurance Corp., Ameritas Life Insurance Corp. of New York



- All payees in the writing agent's upline hierarchy must be appointed to receive compensation on variable products in all states and non-variable products in the states of CA, MA, NM, NY, PA, and SC.
- **Non-resident state appointment fees are the producer's responsibility. Ameritas pays the resident state fee.**
- Enter the fee due for each state in which you wish to be appointed and submit this form with your contracting paperwork. We will email you instructions on how to pay on-line for these fees. Supply email to use _____

Producer Name *(please type or print legibly)*: _____ Agent Number: _____

STATE	APPOINTMENT FEES						TOTAL DUE PER STATE
	Resident Fee			Non-Resident Fee			
Alabama	\$40			\$40			
Alaska	\$0			\$0			
Arizona	\$0			\$0			
Arkansas	\$0			\$0			
California	\$32 – Life <input type="checkbox"/>	\$32 – Disability <input type="checkbox"/>	\$32 – Variable <input type="checkbox"/>	\$32 – Life <input type="checkbox"/>	\$32 – Disability <input type="checkbox"/>	\$32 – Variable <input type="checkbox"/>	
Colorado	\$0			\$0			
Connecticut	\$20			\$20			
Delaware	\$50			\$50			
DC	\$25			\$25			
Florida	\$60			\$60			
Georgia	\$10			\$10			
Hawaii	\$0			\$0			
Idaho	\$0			\$0			
Illinois	\$0			\$0			
Indiana	\$0			\$0			
Iowa	\$8			\$8			
Kansas	\$5			\$5			
Kentucky	\$40			\$50			
Louisiana	\$30			\$30			
Maine	\$30			\$45			
Maryland	\$0			\$0			
Massachusetts	\$75			\$75			
Michigan	\$5			\$5			
Minnesota	\$30			\$30			
Mississippi	\$25			\$25			
Missouri	\$0			\$0			
Montana	\$0			\$0			
Nebraska	\$8			\$8			
Nevada	\$15			\$15			
New Hampshire	\$25			\$25			
New Jersey	\$25			\$25			
New Mexico	\$20 – Life <input type="checkbox"/>		\$20 – Variable <input type="checkbox"/>	\$20 – Life <input type="checkbox"/>		\$20 – Variable <input type="checkbox"/>	
New York	\$0			\$0			
North Carolina	\$10 – Life <input type="checkbox"/>	\$10 – Disability <input type="checkbox"/>	\$10 – Variable <input type="checkbox"/>	\$10 – Life <input type="checkbox"/>	\$10 – Disability <input type="checkbox"/>	\$10 – Variable <input type="checkbox"/>	
North Dakota	\$10			\$10			
Ohio	\$15 – Life <input type="checkbox"/>	\$15 – Disability <input type="checkbox"/>	\$15 – Variable <input type="checkbox"/>	\$15 – Life <input type="checkbox"/>	\$15 – Disability <input type="checkbox"/>	\$15 – Variable <input type="checkbox"/>	
Oklahoma	\$30			\$30			
Oregon	\$0			\$0			
Pennsylvania	\$15			\$15			
Rhode Island	\$30			\$30			
South Carolina	\$0			\$0			
South Dakota	\$10			\$20			
Tennessee	\$15			\$15			
Texas	\$10			\$10			
Utah	\$0			\$0			
Vermont	\$60			\$60			
Virginia	\$10			\$10			
Washington	\$20			\$20			
West Virginia	\$25			\$25			
Wisconsin	\$16			\$30			
Wyoming	\$15			\$15			
*Make check payable to Ameritas							TOTAL FEES DUE



Guide To Market Conduct

For financial professionals associated with:

Ameritas Life Insurance Corp.

Ameritas Life Insurance Corp. of New York

Ameritas Investment Company, LLC

Ameritas Advisory Services

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NOTE: This guide will periodically be revised. Agents and their staff should retain this and future editions and updates as a tool for continued reference. Agents are responsible for obtaining and utilizing the most current version of this guide which may be found on Producer Workbench and supersedes any earlier version of this guide.

Introduction

Message from Bill Lester

At Ameritas, fulfilling life is what we do every day. With your assistance, our customers can better enjoy life, because we help them reduce uncertainty, grow assets and protect what they most cherish.

As a mutual organization, we put our customers first. Backed by our financial strength, we offer competitive insurance, retirement and investment products. And we support them in a welcoming, ethical and professional manner that builds trust and lasting relationships.

This Guide to Market Conduct is for financial professionals and associates representing Ameritas and its affiliated companies. It explores and explains the issues surrounding ethical practices in the insurance and financial services industry. It can help you understand and promote the market conduct standards Ameritas upholds, and explains how your role with policyholders and other customers requires you to go above and beyond the minimum requirements established by law.

We know you already adhere to these guidelines at all times, and we appreciate your diligence. We wouldn't do business with you, or you with us, if we didn't already share these high standards. Working together to keep these very important promises, we will continue fulfilling life, and building the trusted relationships that lead to our mutual success.

Sincerely,

A handwritten signature in black ink that reads "Bill Lester". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Bill Lester
President and Chief Executive Officer

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Compliance with market conduct guidelines

Ameritas takes very seriously the principles and guidelines explained in this publication. If you become aware of a violation of one or more of the principles, guidelines or policies presented here, whether committed by you or by another financial professional, it is your responsibility to report that violation to the home office. Reports, preferably in writing, are to be made to the corporate compliance officer for Ameritas. All reports will be investigated in the strictest confidence.

Failure to comply with the requirements and responsibilities explained in this guide, or violation of any pertinent law, will be subject to appropriate, case-specific disciplinary or development action. This includes but is not limited to fines, at will termination and for cause termination. Additionally, be advised that the acts or omissions described in this booklet do not constitute an exclusive list of the reasons applicable to termination for cause.

Questions and approvals

Questions regarding the contents of this guide should be directed to the corporate compliance officer for Ameritas. Whenever a situation requires interpretation and/or approval under these guidelines, you should keep a record of the interpretation or approval in your files.

Instructions

It is understood and agreed that no employment rights are created by executing the undersigned document. When viewing the electronic version of the guide, please print a copy from Producer Workbench and complete the section below.

I, _____, have read and fully understand this Guide to Market Conduct. I agree to follow, uphold, support and promote these rules of professional ethical behavior.

Signed

Date

Printed Name and Title

Agency and Location

Agency Number

Agent Number

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Industry response to market conduct standards

Guidelines concerning market conduct and ethical sales practices are not new to our industry. As early as the 1970s, The National Association of Insurance Commissioners (NAIC) adopted model regulations regarding unfair trade practices, and marketing and sales activities. At that time, the NAIC encouraged states to make these regulations into law.

Like many other industry organizations, the NAIC sought to institute uniform laws and regulations governing the sales of insurance products and services. Additionally, it was interested in better educating consumers about what to expect from a professional insurance advisor.

Since that time, the National Association of Insurance and Financial Advisors (NAIFA) and the American Council of Life Insurance (ACLI) have implemented a number of initiatives. Life Happens was formed by ACLI and NAIFA, along with several other life insurance organizations. Life Happens has developed national magazine advertising that includes stories about real people and how our products have positively impacted their lives.

Additionally, Ameritas promotes ethical conduct in the sale of life insurance and annuity products by subscribing to six principles of ethical market conduct and establishing a compliance program to achieve them.

The principles of ethical market conduct

1. To conduct business according to high standards of honesty and fairness and to render that service to its customers which, in the same circumstances, it would apply to or demand for itself.
2. To provide competent and customer-focused sales and service.
3. To engage in active and fair competition.
4. To provide advertising and sales materials which are clear as to purpose and honest and fair as to content.
5. To provide for fair and expeditious handling of customer complaints and disputes.
6. To maintain a system of supervision and review that is reasonably designed to achieve compliance with these Principles of Ethical Market Conduct.

The Ameritas commitment to ethics

At Ameritas, along with our subsidiaries and affiliates, we believe our Company principles represent the most important definition of who we are. It is in these statements that our uniqueness and our values are evident. But if they are to have meaning, they must be lived, not merely repeated. It is in applying our principles that our work adds meaning and value to our clients, and that we are able to contribute to our industry and society at large.

The Ameritas principles

Working from clear and identifiable values. Ameritas has long operated from solid values involving personal integrity, professional standards, and a strong work ethic. These values have served us well in delivering on our commitments and promises. The partnership between our financial professionals and headquarter associates mirrors the relationship that exists between our representatives and clients. Trust is a living concept; it needs to be nurtured daily. We have the courage to live by our values and the commitment to do what is right all the time, not just when someone is watching.

Meeting the requirements of the law. All states and state insurance departments have laws and regulations affecting our business activities. These generally relate to sales practices, including prohibitions against unfair sales practices and certain requirements in connection with advertising, sales solicitations, and replacement sales. Financial professionals are responsible for knowing and following all applicable insurance and investment laws, as well as all Company procedures.

Meeting clients' needs. We subscribe to the ethical standards of our industry, in spirit as well as in practice. Our objective is to put our clients first. We want to understand their problems, aspirations, hopes and fears. It is in knowing and actively listening to our clients that we can better understand what they want and need, can better evaluate their alternatives, and can ultimately deliver real value.

Managing with a long-term view. The thinking and decision-making for Ameritas seeks to assure quality services for individuals, independent of trends, the latest products or a roller-coaster economy. We work hard to earn our clients' trust every day.

Developing long-term relationships. Ameritas seeks long-term relationships with our agency managers, agents, retirement plans, brokers, other field partners and home office associates just as they seek lifelong relationships with clients. This means that all parties must know, understand, appreciate and serve one another. Constancy and trust in our relationships, guided by the long-term view rather than the short-term gain, will ensure a rich legacy for our future.

Delivering responsive and accessible support. Our reputation for quality service to customers, managers and producers, both before and after the sale, will continue to be a top priority. This is essential to the development of long-term relationships among home office associates, field partners and customers.

Mutual obligations

At Ameritas, we seek to practice these principles day in and day out, year in and year out, among home office and field associates. That means having a shared sense of obligation when it comes to maintaining our clients' trust and operating with personal and professional integrity. This is what we mean when we describe the Ameritas-representative relationship: both parties working toward the common good of the client, our mutual success and together living up to our principles.

As a representative of Ameritas, you hold a high position of responsibility and trust. The clients trust you to act in their best interests. Ameritas trusts you to act with honesty and integrity in all your business dealings.

As you conduct business on behalf of Ameritas, a good rule is to ask "Am I doing the right thing? If the situation were reversed, would I do what I am recommending for my client?" These questions are the heart of ethical market conduct.

Required business practices

Following are practices you must observe to help maintain high ethical standards. Using these guidelines will help ensure that you are offering clients professional and ethical service.

- Adhere to Ameritas values.
- Provide products, service and advice that are in the client's best interest.
- Use clear, easily understood terms that are not misleading or ambiguous.
- Avoid false, deceptive, misleading or disparaging statements about competitors, products or companies.
- Use only illustrations/proposals furnished or approved by the home office.
- Prior to use, all advertising materials, including internet advertising, that use the Ameritas name or other Ameritas copyrighted content must be sent through the home office for review.
- Maintain clients' confidential information according to the privacy policy of Ameritas.
- Notify us of any privacy incident involving client information.
- Ensure that policyholder requests are processed as soon as reasonably possible.
- Maintain a log of all communication with clients to document your level of service.
- Conduct business activities in a professional manner.
- Promptly report all complaints to the home office.
- Promptly report all regulatory actions to the home office.
- Promptly, honestly and accurately respond to all inquiries, correspondence and investigations from the home office.
- Render ongoing counsel and service.
- Continue education throughout your professional life.
- Obey all laws and regulations governing business and professional activities.
- Avoid activities which detract from the integrity and professionalism of your position.
- Avoid even the appearance of conflicts of interest.
- Never sign or initial the name of another person, such as an applicant, insured, policyowner, beneficiary, assignee or otherwise, whether or not such person consents.

- Never alter a signed form, even with the signer's consent. This includes use of white-out and any cut-and-paste activity.
- Never sign as a witness to any person's signature on any application or other document relating to business with Ameritas, unless the signature is actually performed in your presence.
- Never impersonate a client or any other person, even with their consent.

NOTE: Field partners and home office associates who are Financial Institution Regulatory Authority (FINRA) registered representatives of Ameritas Investment Company, LLC have additional responsibilities and guidelines. These are detailed in the respective Policy & Procedures manual.

Compliance procedures in action

Contract, licensing and registration

Ameritas is dedicated to providing clients with superior products and service for a wide range of financial needs. Therefore, to represent us we seek and develop individuals who are knowledgeable, skilled, ethical and highly motivated to fulfill client needs. As a field partner, your first responsibility before soliciting business is to be properly appointed and/or contracted with Ameritas, its subsidiaries and affiliates. In addition, you must have a license issued by the state where you intend to solicit. And you must:

- Solicit sales of insurance and other financial products only in states where you are appropriately licensed, appointed and/or registered.
- Conduct yourself in compliance with all licensing laws.
- Obtain a confirmed, effective date of appointment before soliciting business for Ameritas.

In addition to the above, if you are involved in the sale of variable life insurance, variable annuity products and/or other securities products, you must:

- Hold an appropriate FINRA registration and state securities registration.
- Pass any and all appropriate examinations for every state in which your sales efforts are directed, originated or accepted.
- Be licensed and appointed in the state of solicitation and in the owner's resident state (even if that owner moves to another state for subsequent solicitations and/or subsequent payments for annuity products).
- Be a registered representative of an approved broker/dealer. The approved broker/dealer must also be licensed and appointed in the state of solicitation and in the owner's resident state.
- If you have private administrative staff, you must ensure that they either limit their activities to clerical and administrative functions or have the appropriate licensing and registration as well. However, for secretarial and clerical functions, you must be registered as a "Non-registered Finger Print" person. Please contact the Registration and Licensing Department to initiate the Fingerprinting process.

The terms and conditions of your authority to act on behalf of Ameritas are stated in your contract, which you should read carefully. These, along with the rules and regulations published from time to time by Ameritas, set out the parameters of your relationship with Ameritas.

Agents are responsible for renewing their licenses and registrations, including completing all continuing education requirements, and ensuring that the licensing department receives a copy of the renewed license prior to any expiration date.

Agents must immediately inform the licensing and registration department of any license or registration suspension, revocation, termination for cause or any other state or regulatory disciplinary action against them. When requested by the licensing or registration department, agents are required to provide copies of any licensing forms or associated documents sent to or received from the state insurance department or regulatory authority.

Contracting, appointment and maintenance standards

Determining whether candidates are contracted and appointed is within the sole discretion of Ameritas. The licensing department, in consultation with other departments as necessary, will investigate and consider, using the factors set forth below, the overall merit of candidates and determine whether they are of sufficiently good character and reputation to be appointed as agents for Ameritas. Ameritas reserves the right to refuse to accept candidates for any reason. The licensing department may refer the results of an investigation to the compliance department and/or distribution for further deliberations.

Hiring and Maintenance Standards

Factors that may be considered when determining whether or not to approve or terminate an appointment include, but are not limited to, the following:

1. Licensing: Candidates must be properly licensed in the state(s) where he/she will conduct business.
2. Work history: Past work history including the number of times the candidate has changed companies or employers, past violations of company or employer policies or procedures and disciplinary actions.
3. Financial history: Personal and professional financial standing and experience, including a proven ability to manage finances. The candidate's history regarding bankruptcy, bondability, debt owed to an insurance company or government regulatory body, outstanding liens or judgments and credit history.
4. Criminal history: Involvement with the criminal justice system.
5. Civil litigation: The extent and nature of a candidate's involvement in past, pending or current litigation.
6. Regulatory action or sanction: Any action or sanctions by a state insurance department or other regulatory entities.
7. Customer complaint history: In the event a candidate has experience in selling insurance, the number and type(s) of customer complaints against the candidate.
8. SEC or FINRA complaint and disciplinary history: In the event a candidate has experience in selling variable products or other securities, the number and type of complaints to or disciplinary actions by the Securities and Exchange Commission (SEC) or a securities self-regulatory organization, including, but not limited to, the Financial Industry Regulatory Authority (FINRA).
9. Lack of candor: Whether a candidate has omitted relevant information or provided any false or misleading information on the application for appointment or any supporting documentation.

10. Prior company termination: Previous refusal for contract processing, declined for appointment or termination for any reason.
11. General reputation: The quality of your general reputation within the business and financial services communities.
12. Errors and omissions liability insurance: Candidates are required to have errors and omissions coverage.

Federal law 18 USC §§ 1033(e)(1)(A) and (B) prohibits a Company from appointing any individual who has been convicted of any felony involving dishonesty or breach of trust, without the specific written consent of the appropriate insurance regulatory officials. Ameritas reserves the discretion to refuse to appoint candidates who have been involved with the criminal justice system in any way. Individuals convicted of felonies described in this paragraph may be appointed only with the prior approval of both distribution and the compliance department and with the specific written consent of the applicable insurance regulatory officials. In addition, to ensure continued compliance with the law, all appointed agents are required to immediately report to the compliance department their conviction of or "no contest" plea to any felony charge.

Training and education

As a field associate, you have the responsibility to meet all requirements regarding licensing, registration and continuing education mandated by the states in which you do business and other regulatory bodies. This standard provides you with additional education that will help enhance your career in an ethical manner. However, it will only minimally meet the educational requirements you will need to remain current in the laws and practices you need to know to properly service customers.

As a financial services professional, you must remain knowledgeable and properly skilled to guide clients correctly when addressing their financial concerns. Ameritas recommends various tools and techniques that provide you with information you need, whether you are new to the business or a veteran in our industry. You are responsible for knowing and understanding the various features and operation of the products and services offered by Ameritas. Ameritas regularly updates its product information and makes such updated information available to its distributors on Producer Workbench. Ameritas requires that agents obtain, review and follow the product information available from Ameritas.

As a Company, we endorse various industry designation programs. These curricula will also allow you to meet many of your continuing education requirements. A CLU, ChFC, LUTCF, CFP or one of the other industry designations approved by Ameritas may be listed after your name to add credibility to your commitment to professionalism.

Ameritas offers home office training programs, schools and seminars that are designed to educate you on product, sales techniques, market conduct issues and the many changes in the laws that affect the financial services industry.

Ameritas supports the use of various market conduct study materials. They are available upon request to both home office and field associates.

It is important that you take advantage of the opportunities Ameritas presents each year that will serve to enhance your knowledge, skills and professionalism. The state required minimums will only take you so far. Let us help you get to where you want and need to be in the financial services industry.

Errors and omissions liability insurance

To protect yourself against claims involving your professional services, it is a good business practice to maintain professional liability insurance. If you are an agent or manager contracted with, or appointed to solicit the sale of life insurance for Ameritas, you must obtain professional liability insurance in order to maintain your contract with us.

You may obtain this coverage on your own or, if eligible, elect to participate in the errors and omissions insurance program sponsored by Ameritas. If you obtain coverage on your own you must, on an ongoing basis, provide evidence of current coverage with a carrier in good standing and the coverage must specifically apply to the sale and service of life insurance and annuity products. Moreover, you must maintain coverage in sufficient limits to comply with existing requirements of your approved insurance companies and broker/dealer.

You should promptly report any claim made against you to your carrier. This includes, but is not limited to, any lawsuit, any threat of lawsuit or regulatory action that is brought against you. In addition, you should notify your carrier if you become aware of any wrongful act or allegations of a wrongful act; even if you feel that the claim is unjustified.

For RR/IARs registered with a broker/dealer or RIA, including those registered with AIC or AAS, please consult the policies and procedures manual for guidance on maintaining appropriate E&O coverage.

Tax and legal implications

Your sales proposals may have tax or legal implications for the buyer. Or the sale may be motivated by the client's desire to minimize current or future income taxes, gift taxes or estate taxes. In these cases, you should advise clients to seek the advice of a tax professional, such as a tax attorney or accountant, to review the tax and legal implications of any contemplated transaction. Neither Ameritas field partners nor employees are authorized to provide legal or tax advice to prospective or current policy or contract holders.

Conflicts of interest

As an Ameritas field associate, you have a responsibility to act in the best interest of clients. Therefore, you must appropriately account for any property or money you receive. You must also avoid any real or perceived conflict of interest between acting in the best interest of the client and your personal interests. As a result, you may not:

- Lend money or securities to clients.
- Borrow money or securities from clients.
- Make unauthorized transactions.
- Use client funds inappropriately.

If you are the producer of record or have earned a commission on the sale of a life insurance policy or annuity contract issued by Ameritas, you may not, at the time of issue or at any later date, be any of the following:

- An owner or payer of the policy or contract.
- A beneficiary or assignee of the policy or contract.
- A trustee of a trust that is an owner, assignee or beneficiary of the policy or contract.

- A partner, principal, shareholder, officer or director of an entity that is an owner or beneficiary of the policy or contract.
- Address of record of the policy or contract.

The only exceptions to this are insurance policies or annuities purchased by you or members of your family for individual needs.

Real or perceived conflicts of interest, as noted above, may add liability you would not otherwise have. Moreover, such activities may extend beyond the level of professional services that are generally covered under errors and omissions insurance. In addition, you should not purchase, assign, transfer, escrow or otherwise deal in a commercial transaction with insurance policies. Again, the only exceptions involve insurance policies or annuities purchased by you or members of your family for your individual needs where an insurable interest exists.

You should also avoid any activity or relationship that may interfere, or give the appearance of interfering, with your ability to effectively perform your role as an Ameritas producer. If an activity, interest or relationship is incompatible with the best interests of Ameritas it presents a conflict of interest.

Handling funds

Funds collected on behalf of Ameritas are received in trust and must be submitted to Ameritas immediately. Co-mingling of funds is prohibited. All checks must be made payable to the appropriate company. We do not accept checks drawn on agents' or agencies' bank accounts (unless used for their own policies or those of their immediate family). You must not accept checks from clients that are made payable to "cash" or to your order, and you must not accept cash. You must not purchase cashier's checks or money orders for clients.

(See your broker/dealers' supervising manual for instructions on handling security-related funds).

As a producer for Ameritas, you are prohibited from advancing or financing premiums. You are also prohibited from rebating.

Anti money laundering (AML)

It is the policy of Ameritas to prohibit and actively prevent money laundering as well as any activity that facilitates money laundering or the funding of terrorist or criminal activities. Money laundering is generally defined as engaging in acts designed to conceal or disguise the true origins or constitute legitimate assets. Our AML policies, procedures and internal controls are designed to ensure compliance with all applicable regulations and rules and will be reviewed and updated on a regular basis to ensure appropriate policies, procedures and internal controls are in place to account for both changes in regulations and changes in our business. For additional information please log on to Producer Workbench and search "Anti-Money Laundering."

Customer Identification and Verification

Prior to opening an account, the agent must collect the following information for all accounts for any person, entity or organization that is opening a new account and whose name is on the account: (1) legal name, (2) date of birth for individual or date of inception for trust, (3) valid and current street address, (4) an identification number (social security number, tax identification number or equivalent for non-U.S. person) and (5) an unexpired driver's license, passport or other form of government issued identification and including documentation for non-natural entities.

In addition to the above mentioned requirements, non U.S. citizens must also present a copy of their green card.

An agent opening an account for a non-natural entity must submit documents showing the existence of the entity, such as certified Articles of Incorporation, a government-issued business license, a partnership agreement or the full copy of the trust instrument. For additional information log on to Producer Workbench and search "Anti-Money Laundering."

Anti Money Laundering procedures require all field associates to undergo periodic AML training. By signing the Guide to Market Conduct you are attesting to knowing and understating that periodic AML training is required and certifying that you are within the guidelines of these requirements or you will contact the compliance department to make arrangements to complete the training.

Charging fees

If you perform separate fee-based financial planning or consulting it is important that you comply with appropriate registration requirements, including registration as a Registered Investment Advisor or Investment Advisory Representative. You must keep such business separate from your insurance business with Ameritas and make certain clients understand your role in each instance. For example, you should identify separate company names for each purpose and use separate stationery. Before soliciting any insurance sales, you must inform clients that you will receive a commission for the sale of the product. Any financial planning fees must be based on a written agreement or schedule between you and the client before the services are performed.

Unless you are appropriately registered to perform financial planning, you may not charge a separate fee to a client for services performed in the sale of an insurance policy, annuity contract, or AIC/AAS investment product. For instance, you cannot charge a client a fee for assessing his or her financial needs. And in no case should you charge a separate fee for such services as preparing an illustration, assisting in completing an application, delivering a policy, completing paperwork for a death claim or obtaining a license to complete a sale.

Privacy

Privacy – Security Protection

All agents and agencies are required to establish physical, technical and administrative safeguards designed to protect customers' Nonpublic Personal Information (NPI) and meet the requirements of all states in which they are licensed. These safeguards should include implementing strong passwords for accessing electronic information, locking paper documents, securely shredding documents containing customer information and encrypting all mobile devices that store or maintain NPI as well as any NPI that is transmitted wirelessly or accessed via public networks. Nonpublic personal information includes all information about a customer that is not public, such as first and last name combined with Social Security Number, Driver's License Number (state-issued identification card), Financial Account Numbers, medical information and Credit or Debit Card Numbers.

Each agent and agency must establish a security plan with regard to all electronic devices and storage systems that maintain nonpublic personal information, including, but not limited to: Laptops, PCs, servers, tablets, smart phones, USB flash drives

and external hard drives, CDs/Disks, tape backups and storage cabinets/paper files. It is also important to remember that agency staff should only have access to the personal information needed to execute their roles and that terminated employee's access to such information and company IDs are immediately revoked and disabled. Agents are obligated to become familiar with and adhere to the privacy policy of Ameritas which can be found on Producer Workbench by searching "Privacy Policy."

Security breaches

Anytime Non Public Information (NPI) is lost, stolen, hacked or unaccounted for, the compliance department must be contacted immediately. The Ameritas privacy officer will evaluate the situation and help determine whether or not a security breach has actually occurred and the appropriate steps to take. The privacy officer will assist in helping to contain and resolve any security breach as well as providing guidance regarding the necessary steps required to help prevent a breach from occurring again.

Do Not Call/Telephone Consumer Protection Act

In compliance with federal and state Do Not Call (DNC) and Telephone Consumer Protection Act (TCPA) requirements, Ameritas has established DNC and TCPA policies. The DNC policy prohibits agents from making sales calls to any telephone number (residential or cell) that has been placed on the National DNC register, state DNC list or Ameritas DNC list, and requires agents to abide by any related federal laws, regulations and rules, and all applicable state laws ("Telemarketing Laws"). In addition to prohibiting calls to numbers on the DNC list, the TCPA policy prohibits telemarketing calls to cellular telephone lines using an automatic dialing system and prohibits artificial or prerecorded voice recordings, except for emergency purposes or with prior express written consent of the called party. Agents are obligated to be familiar with and adhere to the Ameritas DNC and TCPA policies, found on Producer Workbench.

Anti-SPAM

Compliance with state and federal Anti-SPAM regulations is required of all agents and agencies as well as, but not limited to, all internal and external marketing and sales associates. Agents choosing to communicate by email must become familiar with the email and Anti-SPAM policies of Ameritas as well as the different types of email communication as described below:

Business Relationship-Transaction emails are non-soliciting in nature and are sent for the purposes of communicating with any client or applicant regarding a product or service they have purchased or are in the process of purchasing.

Marketing emails are any email that is not a Business Relationship-Transactional email, that a receiver has not requested, nor consented to receive of which the primary purpose is the commercial advertisement or promotion of the Ameritas Company or any of their products or services, including a link or direction to website(s) with information about the Ameritas Company and/or any of their products or services.

The anti-SPAM policy for Ameritas may be found at Producer Workbench by searching "Email Compliance."

Fair competition

The insurance industry is comprised of many fine companies working toward a common goal – to best serve the client's needs. In order to uphold the integrity of our profession, it is critical that Ameritas and our agents engage in fair competition at all times. Therefore, the professional manner in which you conduct business, as well as the positive attitude you display during the sales process, will reflect well on the industry as a whole.

Fair competition refers to competition based on the elements of price, quality and service subject to federal and state antitrust laws and state insurance laws and regulations. Focusing on fair competition helps assure that you will:

- Make fair and balanced comparisons between Ameritas products and those of our competitors.
- Identify certain negative practices which should be eliminated, such as inappropriate replacement.
- Avoid making false or misleading statements about competitors and refrain from criticizing them or their products.
- Display a positive attitude toward the products you are marketing and the industry in which you work.

Bear in mind, it is both unethical and illegal to mislead a client by making dishonest, false or fraudulent statements about a product you are marketing or that of a competitor. Some unfair competition practices have been specifically identified and addressed in federal antitrust and trade practices law and regulation and in some states the NAIC model Unfair Trade Practices Act (as adopted in those several states), such as:

- Unreasonable restraint of trade.
- Making false/fraudulent or misleading statements.
- Criticizing or misrepresenting other companies' ratings.
- Redistributing articles prepared by sources outside Ameritas.
- Repeating rumors or stating as fact unofficial reports.

As a service to ourselves, our customers and our industry, Ameritas stands firm in its commitment to prohibit our agents and our employees involved in the sales process from making false, misleading, inappropriate or derogatory statements about a competitor, its representatives or its products.

Compliance requirements for marketing materials

Ameritas is committed to providing accurate and consistent sales information to our prospective clients that will assist them with making appropriate buying decisions. Advertising and/or sales material refers to materials designed to create public interest in Ameritas, its annuity, life, disability, group or other insurance products or its distributors, or to encourage the public to purchase, increase, modify, reinstate, borrow from, surrender, replace or retain a policy. The definition of advertising and/or sales material is expansive and includes items agents may not think of as advertising and/or sales material. It is important to remember that advertising and/or sales material includes items created by third parties such as industry organizations. Agents questioning whether something is advertising and/or sales material based on this definition, should submit it to the home office for approval prior to use. Once an item has been approved no changes may be made to it without resubmitting the item for approval.

Consumer materials will be written using a needs-based approach that presents the product fairly and equitably with a sound basis in fact. To assure that this commitment is met, an

agent must use the following guidelines when developing any sales or presentation material that may be seen by a client or prospective client. All such material that is developed by an agent must be submitted to the home office for market conduct and legal review prior to use.

Identity of Insurer, Product and/or Agent

The full name of the licensed issuing company must appear in the sales piece to prominently identify the insurer when referring to Ameritas or a specific product.

The product being presented must be clearly identified as life insurance, disability insurance or an annuity at the beginning of the material. The policy type (universal life, term, etc.) and formal name and form number of the product must be clearly identified the first time a specific product is mentioned.

Terms or figures used to describe policy benefits must not differ from those used in the contract.

Prospecting letters and business cards must clearly identify the agent as a life insurance agent and identifying Ameritas Life Insurance Corp. If no reference to insurance is found in the agency name, the wording "Licensed Insurance Professional" must be included under the agent's name at the signature line. If "insurance" appears in the name of the agency, "Sales Associate" is acceptable.

The terms "financial planner," "investment advisor," "financial counseling" and "financial consultant" must not be used by an insurance agent without the proper licenses and registrations. Individuals licensed as a Registered Investment Advisor (RIA) or Investment Advisory Representative (IAR) under a corporate registered advisor such as Advisory Services (AAS) may use the term "financial planner" if compensation is actually unrelated to sales and is not a commission.

Accuracy and Truthfulness

The sales piece must not contain untrue, deceptive or misleading statements based on information included or omitted. It must clearly identify the product as an insurance product if that is what it is. The sales piece, as a whole, must not lead a person of reasonable intelligence to any false conclusions. The sales piece must not exaggerate or offer more than will be received. Absolute words such as; **all, never, best**, must not be used. The sales piece must be written using adjectives and superlatives that do not exaggerate the product's features.

Avoid	Preferred
Outstanding	Respected
Unique	Favorable
Highest Quality	High quality
Lucrative	Exciting opportunities
Liberal	Do not use—open to individual interpretation
Low premiums	Competitive premiums
Solutions	Strategies (solutions can be used if context is not too promissory)
Financial planning/planner	Financial strategies/Financial Representative
Financial recommendations	Financial options
Financial consultant	Registered representative/insurance agent/licensed insurance professional/sales associate

Limitations associated with the product must be disclosed as clearly as the benefits. The terms **just, only, free, no cost, no extra cost** must not be used to refer to benefits included in the contract or to minimize limitations in the contract.

The following words or similar terms must not be used in a capacity that could lead a prospective client or client to believe something other than an insurance or annuity product is being sold:

- Investment
- Interest Savings Plan
- Profit
- Supplemental Pension Plan
- Deferred Compensation Plan
- Private Pension Plan
- Deposit Profit Sharing
- Interest
- Supplemental Retirement Plan
- Private Financing or Banking

Nonguaranteed Policy Elements

Nonguaranteed policy elements include current interest rates, assumed interest rates, dividends, cash values, death benefits or other policy benefits not contractually guaranteed. There must be no implication that non-guaranteed elements are guaranteed. If nonguaranteed elements are illustrated, guaranteed elements must be shown with equal prominence and must contain the following disclosure: Guarantees are based on the claims paying ability of the issuing insurance company. References to nonguaranteed elements must disclose that they are not guaranteed.

Dividends must not be referred to as **tax free**.

Interest rates illustrated must not be higher than the current rate unless the higher rate has been publicly declared with an effective date for new issues not more than three months subsequent. Guaranteed rates must be shown with equal prominence. If the rates illustrated in the advertising piece are higher than the current rate, they must be reviewed for reasonableness of the rate illustrated and the rationale discussed with the home office at the time of market conduct review.

In a sales piece or sales presentation, if illustrations are discussed, or the sales piece is an illustration, there must be disclosure stating that a proposal is not valid without an attached illustration.

Any sales piece or presentation regarding an Equity Indexed product must clearly reflect that ownership of the investments remains with Ameritas and that potential for higher credited interest rates is linked to a portion of index growth. Clients are not invested directly in the market. Reference to the participation rate must also be included.

A sales presentation or piece must not create a special group where none exists. Notice of an endorsement by an association is acceptable, provided an association discount applies to the product or service advertised.

Premiums

A premium should not be referred to as anything other than a premium. Terms such as **deposit, contribution and investment** must not be used. If a policy has nonlevel premiums, premium changes must be prominently described. If any sample premiums are included in a sales presentation or sales piece, all pertinent information such as rate class, age, sex, etc. must be included.

Any reference to an abbreviated — quick pay or short pay — premium plan in which dividends or policy values are used to pay future premiums must be accompanied by a statement that i) dividends are not guaranteed; ii) premiums must be paid for a policy to remain in force; iii) at some undetermined point in the future, the dividends may be insufficient to pay all or a portion of the policy premium; and iv) if policy loans are taken or cash values are withdrawn, the date at which dividends are sufficient to pay premiums will change. Never use the term **vanishing premium** in any advertisement or illustration.

A sales presentation or piece must not represent that premiums paid for life insurance can be withdrawn under the terms of the policy contract.

If the materials present an endowment policy, it must not be represented as profit or return on premiums paid.

Comparisons, Ratings and Competition References

Any reference to the company's rating must describe the scope and extent of the rating and must include language reflecting specifics regarding the consistently high ratings of Ameritas. Refer to the rating agency material concerning Ameritas for information regarding rating, number of rating levels possible and scope of rating (financial, claims paying ability, etc.).

All statistical information must be recent and relevant. The source and date must be identified.

References to the competition must be factual and must not directly or indirectly disparage another company or insurance agent in any way, particularly its financial condition or practices, services or methods of marketing. Comparisons to competitors' products must be fair and complete.

There must be no reference to guaranty associations or RBC (risk based capital).

Other Considerations

Endorsements or testimonials must not be used without written approval within one year of use from the person or organization providing such endorsement or testimonial. If that person or organization is an employee of, or has a financial interest in, Ameritas or receives any benefit for providing an endorsement or testimonial this relationship or benefit must be prominently disclosed. Individuals who are Registered Investment Advisors or Investment Advisory Representatives are prohibited from using testimonials.

Any use of copyright material requires written permission of the owner of the copyright.

Tax and investment features must not be emphasized nor insurance features minimized in any advertising materials.

Nothing of value may be offered as an inducement to listen to a sales presentation or complete an application.

Advertising material must not offer a free consultation without the wording "with no obligation."

Agency prospecting letters must include identification of the insurer they are soliciting for. If a product is mentioned, the specific product name and form number must be included.

In addition to market conduct review, all materials relating to a registered product must have been reviewed by the FINRA compliance officer for Ameritas and, if required, submitted to FINRA prior to use.

Social media

The use of social media sites including, but not limited to, Facebook, LinkedIn and Twitter are considered advertising and must be approved prior to use through the Advertisement Review process. If deciding to use social media, the following Best Practices guidelines should be adhered to:

- Cite your credentials and provide background experience.
- If choosing to reference Ameritas Life Insurance Corp. on the site, your site must be pre-approved – this includes the page layout. All disclosures must be submitted to the compliance department for review and approval before you begin using these social media sites for your business.
- Contain a statement that third-party posts do not necessarily reflect your views.
- Respect client confidentiality – not everyone may want to be visible on your 'friend' or 'contact' list.
- Avoid giving advice or mentioning specific products – advice, recommendations and strategies should be avoided because suitability must first be determined. The content on social media sites is viewable by all and no one strategy or product is suitable for all contacts.
- Avoid being specific – all posts should be general in nature and not provide details of products or an individual's financial situation. Do not provide "blanket" or individualized recommendations.
- Avoid utilizing chat rooms – utilizing chat rooms can be construed as a public appearance.
- Avoid having conversation threads – conversational threads of more than 2-3 should be avoided. Instead, take it offline and reach out to the person on an individual level.
- Avoid linking to another site unless you are sure of the source – linking to another site or source can be deemed as being attributable to you by implying that you have endorsed or approved its content.
- Unless you have written authority, you should not use clients' testimonials.
- Be professional.

NOTE: AIC registered representatives must comply with AIC's rules on using social networking sites.

Registered Representative/Investment Advisor Representative (RR/IAR) marketing materials

Securities and investment advisory marketing material must adhere to the guidelines and interpretations of the SEC as well as the Financial Industry Regulatory Authority (FINRA) as set forth in FINRA Conduct Rule 2210. These guidelines cover all aspects of communication with the public. Foremost among these rules is the requirement that all communications with the public be approved by a principal of the broker/dealer prior to use. RR/IARs must take care to ensure that they obtain proper approval from their compliance department before using any marketing material.

By reviewing all marketing material prior to use, the compliance department may be able to catch and correct potential problems before marketing material is seen by the public. The guidelines presented below are intended to assist RR/IARs in preparing marketing material which is in compliance with applicable rules and industry standards.

General Standards Applicable to all Marketing Materials

- All marketing material must be fair and balanced and must disclose all pertinent facts regarding an investment.
- The inherent risk of an investment must be explained.
- Exaggerated, unwarranted or misleading statements or claims must not be used.
- Promissory language must not be used.
- SEC standardized returns must be used any time past performance is shown.
- The name of the broker/dealer through which a registered representative offers securities must be prominently disclosed.
- The affiliation, or lack thereof, to AIC or AAS of any entity mentioned within marketing material must be disclosed. For example: AIC and AAS are not affiliated with (Agency Name).

Specific standards/guidelines for commonly-used marketing materials are described below.

Retail Communications

The following are some examples of marketing materials subject to FINRA standards regarding communication with the public: advertisements in newspapers, magazines or other mass-distributed media, ads in bulletins or programs (e.g., high school football programs, church bulletins), ads in the yellow pages, agency brochures, websites and social media pages.

In addition to complying with the general standards listed above, all communications with the public must:

- Contain contact information of the RR/IAR.
- Specifically identify which products and/or services are offered through the broker/dealer or RIA.

Depending on the content of the material, AIC may be required to file it with FINRA's Advertising Department for approval. Such filings can delay the approval process and is done at the expense of the requesting RR/IAR.

Correspondence

RR/IAR one-on-one correspondence with clients or potential clients that contains a solicitation or recommendation is subject to prior approval by AIC. RR/IARs must send copies of all client correspondence to their appropriate broker/dealer or RIA prior to use. The general standards for marketing material presented above apply to all client correspondence.

Business Cards and Letterhead

All business cards and letterhead must be approved by AIC before use and must identify the broker/dealer and/or RIA using the appropriate disclosure language. It is acceptable for the broker/dealer and RIA disclosure to appear on the back of business cards.

Electronic Communication

Electronic communication is subject to the same requirements as traditional, written forms of communication. For example, securities and investment advisory related email to a client is considered correspondence and is subject to the same approval requirements as written correspondence. Websites, including social media, which advertise insurance and/or deal with securities are considered advertising and are subject to the requirements detailed above. For current regulations on email and other electronic communications, search Producer Workbench for "Email Compliance."

Individuals registered with AIC and AAS may only use their AIC/AAS approved email address when communicating with securities and investment advisory clients or prospects.

Handling client complaints

As a Company, we want our clients to be satisfied with the products and services they receive. Therefore, we have an obligation, both legally and ethically, to provide a fair and expeditious handling of client complaints and inquiries. As a field associate, if you become aware of a policy or contract holder's complaint or inquiry, you are expected to advise the client that Ameritas has procedures for reviewing and responding to the complaint.

A complaint is any written communication primarily expressing a grievance involving the company, its products, services, practices, associates or field partners. A distinction is made between passing expressions of indignation or resentment that can be resolved immediately as simple misunderstandings, versus entrenched grievances, including threats to seek third party assistance from attorneys, regulators, the BBB, etc. Written communications include electronic (e-mail) and facsimile communications.

You should encourage the client to contact the compliance department in writing and lay out the facts surrounding the complaint. Any complaint you receive should be forwarded to the compliance department immediately. The complaint or inquiry will be reviewed in accordance with the Ameritas procedures for complaint and inquiry resolution. Never attempt to settle or resolve a complaint on your own.

Sales process for the individual market

Needs-based sales

As a field associate, when you market life and disability income insurance and accumulation products, your recommendations must be based on the needs and/or financial objectives of the customer for such products. A fact-finding process will help you determine what these needs are and which objectives are foremost. You must provide needs-based recommendations, truthful and accurate descriptions of products and services, keep abreast of changes and admit what you do not know. In keeping with insurance laws and regulations in most states, you must begin the initial interview by stating that you are acting in the capacity of a field associate representing the licensed insurance company you are soliciting for.

We are in the business of providing products and services to fulfill our customers' needs and objectives. Doing so not only increases the likelihood they will purchase the appropriate products, but also the likelihood that the products will remain in force. The persistency of business is so important to you, the policyowner and Ameritas that particular efforts should be made to keep clients satisfied through regular contact, prompt service and personalized attention.

Stranger owned life insurance ("STOLI")/ Investor owned life insurance ("IOLI")

STOLI/IOLI transactions involve the purchase of a life insurance policy with the intent to sell that policy, or an interest in it, to a group of investors. Ameritas prohibits participating in, brokering or facilitating these types of transactions.

STOLI/IOLI schemes vary in shape and form. A typical example of STOLI/IOLI involves "non-recourse premium financing," sometimes advertised as "free" insurance, in which outside investors induce consumers to buy insurance with cash incentives and promises to fund the premiums during the two-year contestability period. After the contestability period, the policy is often sold on the secondary market or transferred to the investor(s) so that the consumer can pay off or walk away from the debt. In some deals, consumers are required to commit to selling their policy once the contestability period has passed.

STOLI/IOLI schemes pose a threat to the tax favored status of life insurance and may violate state insurable interest requirements if the transaction is for the purpose of speculation and is a mere cover for a wagering transaction. While there are generally no restrictions on a person's right to insure him or herself against all losses from any peril, contracts under the guise of insurance which are actually nothing more than wagers are illegal.

For further details, see the Ameritas policy on STOLI on Producer Workbench by searching for "Stranger Owned Life Insurance."

Life settlements

In contrast to STOLI/IOLI, a life settlement involves the sale of an existing life insurance policy by a relatively healthy senior. "Existing policy" means that it was not purchased with an intent or pre-disposition to settle. Several situations, including these, can create a legitimate need for a life settlement: the policyowner owns multiple life insurance policies and wishes to eliminate one; the beneficiary for whom the policy was originally purchased is now deceased; or the policyowner is not satisfied with the performance of the existing policy. Involvement in a life settlement transaction is not without risk, as seen by many recent lawsuits.

RR/IARs should consult the policy and procedure manuals of their respective broker/dealer and RIA for guidance on participating in life settlement transactions.

For further details, see the Ameritas policy on Life Settlements on Producer Workbench by searching for "Life Settlements."

Replacements

We are required to maintain a system of supervision and control to ensure compliance with laws and regulations governing the replacement of life insurance and annuities. We also are committed to following the highest ethical and moral standards when conducting business.

The objective of this policy is to set forth the position of Ameritas with regards to accepting replacement business. Replacements are appropriate only if:

1. They are suitable and are driven by the client's best interests; and
2. They are completed in accordance with applicable laws and regulations. As a Producer for Ameritas you should be familiar with the Replacement Laws and Regulations in the states where you do business. You can access this information on Producer Workbench.

You should be familiar with the definition of replacement. "Replacement" means a transaction in which a new life insurance policy or annuity contract is to be purchased, and it is known or should be known to the proposing field partner, that as a result of the transaction, an existing life insurance policy or annuity contract has been in the previous 6 months or is to be in the next 13 months:

- Lapsed, forfeited, surrendered or partially surrendered, assigned to the replacing insurer or otherwise terminated;
- Converted to reduced paid-up insurance, continued as extended term insurance or otherwise reduced in value by the use of nonforfeiture benefits or other policy values;
- Amended so as to effect either a reduction in benefits or in the term for which coverage would otherwise remain in force or for which benefits would be paid;
- Reissued with any reduction in cash value; or
- Used in a financed purchase.

When you and your client consider replacing an existing product, the following guidelines must be followed:

- The recommendation should be supported by a thorough needs based review.
- All required replacement forms must be completed.
- The new product should clearly meet the client's personal and financial goals, and this should be evident to the client.
- The benefits of the new product should clearly outweigh the costs and consequences of replacing the existing product.
- The benefits and drawbacks of the proposed transaction should be thoroughly discussed with the client.
- Disclosure of the replacement must be made to the client and all Company and state legal requirements must be complied with.
- All Company procedures, including "Internal Exchange Guidelines for Life Products," must be observed.

In some states, replacement definitions and requirements are more stringent than the above. You should be familiar with these requirements if you do business in one of these states.

Field underwriting and insurability

Life insurance and disability insurance policies are issued only after a determination of insurability based on personal, financial and medical information about the proposed insured. Some of this information is also needed to issue accumulation products. You will develop much of the required information through field underwriting, a necessary part of the sales process. It is your duty to report all such information accurately and in a timely fashion. Ordinarily, reporting is done by means of the application submitted to the home office. However, you should report any additional information bearing on the situation in a cover letter.

Similarly, if you learn of any adverse information after the application has been submitted and before the policy or contract is placed or delivered, or during the contestability period, you are required to report it. Further, you should not deliver a life or disability income insurance policy if the proposed client's insurability has changed since the application was taken. In that situation, you should contact the home office for instructions.

With respect to life insurance, there must be an insurable interest and the recommendation must be affordable given your client's financial situation. An insurable interest exists when the beneficiary has an economic interest in the continuation of the proposed insured's life. Where family members are dependents of the insured the presence of an insurable interest is usually evident. In business insurance situations there sometimes is a need for a more elaborate explanation. Whenever there is an unusual beneficiary arrangement or one in which there may appear to be a question as to insurable interest, an explanation should accompany the application.

Sales illustrations and literature

Sales Illustrations

Beginning with the initial approach to the potential client and continuing throughout the sales process, you will most likely use sales literature and sales illustrations. Ameritas follows the National Association of Insurance Commissioners (NAIC) Model Regulation for Life Insurance Illustrations. It describes an illustration as any presentation with nonguaranteed elements shown over a period of years. The purpose is "to provide rules for life insurance policy illustrations that will protect consumers and foster consumer education."

The Regulation states: When using an illustration in the sale of a life insurance policy, an insurer or its producers or other authorized representatives will not:

- Represent the policy as anything other than a life insurance policy.
- Use or describe nonguaranteed elements in a manner that is misleading or has the capacity or tendency to mislead.
- State or imply that the payment or amount of nonguaranteed elements is guaranteed.
- Use an illustration that does not comply with the requirement of this regulation.
- Use an illustration that at any policy duration depicts policy performance more favorable to the policyowner than that produced by the illustrated scale of the insurer whose policy is being illustrated.
- Provide an applicant with an incomplete illustration or one that is not in the correct numerical order; reordering is not acceptable.
- Represent in any way that premium payments will not be required for each year of the policy in order to maintain the illustrated death benefits unless that is a fact.
- Use the term "vanish" or "vanishing premium" or a similar term that implies the policy becomes paid up to describe a plan for using dividends to pay a portion of future premiums.
- Except for policies that can never develop nonforfeiture values, use an illustration that is "lapse-supported."
- Use an illustration that is not "self-supported."

You should use the sales illustrations provided, using only company-distributed product software, to appropriately explain the numerical features of Ameritas products. Use only the current version of such software as determined on Producer Workbench.

When presenting illustrations before or after policy issue you must present them in full with no omissions. When required by the policy plan, you are required to submit a signed sales illustration that matches the policy at contract issue to Ameritas. If the illustration presented during underwriting changes, you are required to obtain an amended version consistent with the policy issued and return the accurate and signed revised illustration to Ameritas. You may only use sales illustrations, in addition to those produced using company-provided software, after prior approval by the home office.

Sales Literature

When presenting illustrations before or after policy issue, you must present them in full with no omissions. When required by the policy plan, you are required to submit a signed sales illustration that matches the policy at contract issue to Ameritas. Use only the current edition of such materials as found on Producer Workbench. Do not use "for agent/producer use only" or "for broker/dealer or RIA use only" sales materials with customers.

There may be times, however, when you will want to develop your own sales literature for a specific marketing purpose. This is acceptable, provided you understand that sales literature prepared in the field, as well as any communication with clients or potential clients for the purpose of inducing or tending to induce such persons to purchase, amend, lapse, forfeit, change or surrender insurance or accumulation products, may be used only after prior approval by Ameritas. Stationery and other papers bearing Ameritas identification may not be used to communicate with clients for the purpose of marketing or servicing products of companies other than Ameritas. The purpose of these procedures is to ensure that all communications materials not created in the home office conform to state insurance regulations and Ameritas guidelines, to the benefit of the field force, clients and company. For more specific details regarding submission and approval of marketing materials, please refer to Producer Workbench.

NOTE: With regard to securities or investment advisory products or services, RR/IAR's of AIC and AAS must also send any advertisement, mailer, letter, article, brochure, seminar material, invitation or any other type of marketing material dealing with securities or investment advisory products and services or the potential marketing of these products and services to their respective broker/dealer or RIA compliance department for approval. All such materials require approval of a supervising principal prior to their use. For further information regarding securities sales materials, refer to Producer Workbench.

Completing applications and other company forms

When taking an application for insurance and accumulation products, you provide essential information to Ameritas as a part of the underwriting process and in setting up records for proper administration and service. It is important that you personally ask all questions of the proposed insured (and applicant or annuitant, if other than the insured) and record all answers accurately and completely on the application prior to its being signed. Applications and other company forms may never be signed by the applicant or the insured in blank. All information must be completed in full prior to obtaining an applicant's or insured's signature. Only the proposed insured (and applicant or annuitant, if other than the insured) may sign applications, including any supplementary forms. No "stamp" type or non-natural signatures will be accepted for representative or client signatures. The person signing must initial any changes. The person signing must initial any changes. Changes may not be made by anyone else, even with the signer's permission. "White-out" or erasures should never be made after the application or other forms are signed. It is important that you follow all instructions on the application or other form.

When accepting an electronic signature from a client, the signature must be captured using an Ameritas-approved method. Electronic signatures include any signature made with an electronic device, including but not limited to tablets, smart phones, laptop computers and electronic signature software or apps. Contact the new business team with questions about approved electronic signatures.

Policy delivery

Prompt and proper delivery of the policy or contract is important from both a good business and a legal standpoint. Policies should be delivered personally. You should not keep a policy (other than your policy or a policy of a member of your immediate family) for a period longer than is necessary for review, analysis and delivery. As we seek to serve our clients, we know that their understanding of the features, benefits and terms of the products they purchase goes

a long way toward satisfaction. Much of this understanding can be achieved during a well constructed and attentive delivery interview.

Depending on the contract, insurance and annuity products contain a provision which allows purchasers to return them for a complete refund within a certain time frame referred to as the **free look period** following policy delivery. Since the free look period does not begin to run until delivery, it is important that you deliver the contract promptly. It is also important that there is evidence that the policy has been delivered. For that reason, you must secure the client's signature on the delivery receipt and promptly return it to the home office.

As noted above, you should not deliver an insurance policy if the proposed insured's insurability has changed after the date of the application. Even if the initial premium has been collected and a Conditional Receipt provided, you must hold the policy and contact the home office underwriting department immediately in the event of a change in insurability.

Service at time of claim

One of the most important benefits of a long-term relationship between you and a client is prompt, trustworthy claim service. A field partner who knows the client's financial circumstances and personal interests can be of invaluable assistance at the time of death or disability. While in some instances it is appropriate for the home office Claims Department to deal directly with the client or beneficiary, you should make every effort to render service personally when appropriate.

Claims must be handled as quickly as possible. This is not only good business practice, but is also legally required. It is your duty, as a field associate, to report to the home office immediately that an event that will lead to a claim has occurred. The law considers that when an agent has been notified of such an event, Ameritas has also been notified. Any delay in reporting will inhibit the ability of all parties to be served properly.

Sales process for the guaranteed standard issue (gsi) and retirement plan markets

Underwriting authority

Field associates, who market Ameritas guaranteed standard issue, whether employer-paid and/or voluntary, must obtain proposals from the GSI 'wholesaler' supporting their territory. The GSI wholesaler will work with the Home Office GSI administrative and support staff to provide accurate and timely proposals and provide additional sales and marketing support on an 'as needed' sales scenario.

The GSI wholesalers will work and consult with the GSI administrative, underwriting and support staff and act as the liaison with the agents on their specific cases. Agents cannot obligate Ameritas, and the proposal will be released to the GSI wholesaler and the agent/agency once it is reviewed and approved for release and any external approvals from reinsurance are in place.

Applications for Retirement Plans Group Annuity products provide critical information in setting up records for proper administration and service. You should ask all questions of the applicant and record them accurately. Disclosure must be complete.

Disclosure requirements

In addition to Retirement Plans' Application and Issue guidelines, the Employee Retirement Income Security Act of 1974 (ERISA) requires full disclosure of a product's charges, fees and commissions. Group Annuity products fall under the full disclosure requirement. You must disclose this information prior to the issuance of any Group Annuity or Pension Life product. You may obtain disclosure materials through the home office or any regional group pension office. The submission of incomplete or incorrect disclosure will result in the home office obtaining signed disclosures directly from the client prior to the issuance of a Group Annuity or Pension Life contract or declining the application.

Sales literature

As with the sale of individual products, representatives may use only company-approved sales and promotional literature. You should take care to use up-to-date editions of all brochures, advertisements and sales materials produced by the home office by checking Producer Workbench or the Retirement Plans website. Additionally, you may use only company-approved software, again taking care to use the most current versions by checking Producer Workbench or the Retirement Plans website.

You must receive home office approval prior to using brochures, related sales literature, advertisements and communications with clients or potential clients. Stationery or related materials are not approved for any use other than representing the solicitation, sales, service or issuance of Ameritas products.

Sales practices

Sales representatives who market Guaranteed Standard Issue (GSI) or Retirement Plans products:

- Acknowledge and agree to abide by Ameritas rules and state laws and regulations governing the sale of products and conduct involved in the selling process.
- Agree to promptly remit to Ameritas all monies collected or received on behalf of the client for initial administrative and takeover services. Premium checks or client deposits are to be remitted directly to Ameritas by the client in accordance with Ameritas policy for such transactions.
- Understand that keeping accurate records of all transactions on behalf of Ameritas is required. Books of accounts, documents, vouchers, letters and any other material connected with the business are the property of Ameritas and subject to audit.
- Agree to act in an ethical, dignified, positive and professional manner, and to not misrepresent or omit important facts in any application of insurance or supplemental material.

NOTE: Field partners who are also registered representatives may not sell a second company's group variable product; unless a selling agreement is in place between that field partner's broker/dealer and the second company's broker/dealer.

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Ameritas Life Insurance Corp.

5900 O Street
Lincoln, Nebraska 68510
402-467-1122
Toll Free: 800-745-1112

Ameritas Life Insurance Corp. of New York

1350 Broadway, Suite 2201
New York, NY 10018
877-280-6110

Ameritas Investment Company, LLC

Ameritas Advisory Services

5900 O Street
Lincoln, Nebraska 68510
800-335-9858

Compliance With Market Conduct Guidelines

Ameritas takes very seriously the principles and guidelines explained in this publication. If you become aware of a violation of one or more of the principles, guidelines or policies presented here, whether committed by you or by another financial professional, it is your responsibility to report that violation to the home office. Reports, preferably in writing, are to be made to the corporate compliance officer for Ameritas. All reports will be investigated in the strictest confidence.

Failure to comply with the requirements and responsibilities explained in this guide, or violation of any pertinent law, will be subject to appropriate, case-specific disciplinary or development action. This includes but is not limited to fines, at will termination and for cause termination. Additionally, be advised that the acts or omissions described in this booklet do not constitute an exclusive list of the reasons applicable to termination for cause.

Questions and Approvals

Questions regarding the contents of this guide should be directed to the corporate compliance officer for Ameritas. Whenever a situation requires interpretation and/or approval under these guidelines, you should keep a record of the interpretation or approval in your files.

Instructions

It is understood and agreed that no employment rights are created by executing the undersigned document. When viewing the electronic version of the guide, please print a copy from Producer Workbench and complete the section below.

I, _____, have read and fully understand this Guide to Market Conduct. I agree to follow, uphold, support and promote these rules of professional ethical behavior.

X

Signed

Date

Printed Name and Title

Agency and Location

Agency Number

Agent Number



Payee Name: _____

Social Security or TIN Number: _____ Phone No: _____

Email: IDCcontracting@ameritas.com

I authorize the Ameritas (hereinafter the Company) to electronically deposit my "PAYCHECK" directly into the financial institution(s) of my choice as specified below. It is my understanding that my earnings advice will electronically post to Producer Workbench or Employee Self Service and that my funds will be available for use on payday. I also authorize the Company to withdraw electronically from my account(s) any sum credited in error.

This authorization will remain in effect until the Company receives written notice of its revocation and has adequate time to process the appropriate transactions.

The undersigned hereby agrees that all entries initiated hereunder are to be governed in all respects by the Operating Rules of the National Automated Clearing House Association as amended by the Rules of the Mid-America Payment Exchange, as now or hereafter in effect, and agrees to be bound thereby.

I understand that the Company is providing this without charge, and that the Company will not be held liable for any claims or damages arising, directly or indirectly, from this deposit arrangement.

Signature: _____ Date: _____

*** (A voided check or statement containing pertinent banking information, such as bank transit number and bank account number must be attached to this request.)**

ACCOUNT TYPE: (c) Checking (s) Savings**DEPOSIT ACCOUNT**

Bank Name _____

Account Number _____ Account Type _____

Bank Transit Number _____

PAYROLL USE ONLY:	Prepared by: _____	Date: _____	Input by: _____	Date: _____	Verified by: _____	Date: _____
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**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-				-			
or											
Employer identification number											
					-						

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person	Date
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General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and 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).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under “*By signing the filled-out form*” above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or “doing business as” (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner’s name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or	Individual/sole proprietor.
• Sole proprietorship	
• LLC classified as a partnership for U.S. federal tax purposes or	Limited liability company and enter the appropriate tax classification:
• LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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 ITIN. Enter it in the entry space for the Social security number. 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.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, 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, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "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 before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

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, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

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) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. 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
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

¹ 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.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the 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:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

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.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.



fulfilling life.

Errors & Omissions – Election

Ameritas Life Insurance Corp., Ameritas Life Insurance Corp. of New York and their affiliated companies, collectively referred to as “the Company”

Name (please print): _____

Agent Number: _____

The Company requires a minimum of \$1,000,000 per claim/\$1,000,000 aggregate in coverage. Outside coverage is subject to Home Office review and approval. In some cases, outside coverage may not meet the Company's requirement, and your coverage could be denied as a result.

All Ameritas Investment Company, LLC. (AIC) registered representatives are required to carry and maintain E&O coverage through the Company's sponsored plan. Registered representatives cannot waive this coverage.

Please choose one of the following:

☐ **Option 1 – Enrollment in Ameritas Sponsored plan –**

I currently do not have outside coverage and will be contracted as a W2 taxable relationship and/or a registered representative of AIC. Please send me information for enrollment.

☐ **Option 2 – Proof of Current Outside Coverage –**

I have current Errors & Omissions coverage, the details of which are provided below.

Outside E&O Coverage Information

Current Insurer: _____

Limits of Liability: _____

Expiration Date: _____

I hereby certify that the above information is true and correct. I understand that pursuant to the terms of my contract with the Company, I am required to keep this level of errors and omissions coverage in force at all times. Should my errors and omissions coverage change, I will promptly provided updated information to the Company.

X

Signature _____

Date _____

If you have any questions, please contact Field Relations at (800) 927-7737, option 4.

Producer Annualization Authorization

Ameritas Life Insurance Corp. (ALIC), Ameritas Life Insurance Corp. of New York (ALICNY)



Producer Name: _____ Producer Number: _____

Eligible Products

This Producer Annualization Authorization Agreement ("Agreement") shall apply to any product of Ameritas Life Insurance Corp. or Ameritas Life Insurance Corp. of New York (collectively, "Ameritas") designated by Ameritas ("Eligible Product") in its Annualization Policy which is published on Producer Workbench and incorporated herein by reference. The Eligible Products may be changed from time-to-time by Ameritas in its sole discretion.

Eligible Compensation

This Agreement shall apply to any first-year compensation designated by Ameritas in its Annualization Policy and payable under the terms of the Producer contract between the producer named below ("Producer") and Ameritas ("Contract"). This Agreement is subject to the Contract's terms and conditions.

Request for Annualization of Eligible Compensation

The Producer hereby requests that (choose one):

☐ 50 percent or ☐ 75 percent

of the equivalent of the first 12 months of any Eligible Compensation ("Annualized Comp") be paid in advance ("Annualized") on any Eligible Product sold by the Producer. Annualized Comp shall be calculated on the basis that the Eligible Product's annual premium, which is defined as the Eligible Product's scheduled premium multiplied by the premium mode ("Annualized Premium"). Annualized Comp shall be limited to maximum amounts of the Producer's outstanding Unearned Compensation, defined below, which are contained within the Annualization Policy and set by Ameritas in its sole discretion.

Chargeback of Annualized Comp

Pursuant to the Contract's "Lien for debts" provision, the Producer agrees to repay any Annualized Comp to Ameritas in the following circumstances ("Chargeback"):

- (1) The total premium paid on an Eligible Product effective within the first 12 months of its issuance ("Paid Premium") is less than its Annualized Premium; or
- (2) An Eligible Product's premium mode is changed from a mode that is eligible for Annualized Comp under the Annualization Policy to a mode that is not eligible for Annualized Comp.

Upon a Chargeback of Annualized Comp under these sections (1) or (2), Annualized Comp shall be repaid in an amount equal to the extent Annualized Comp exceeds the compensation that would have otherwise been paid to the Producer had the Eligible Product not been Annualized ("Unearned Compensation").

Withholding of Compensation

Pursuant to the Contract's "Lien for debts" provision, the Producer hereby consents to Ameritas' retention of any and all future compensation payable to the Producer under the Contract, or any other future contract between the Producer and Ameritas, in order to satisfy any Chargeback arising under this Agreement.

Producer Guaranty

The Producer's obligation to repay any Chargeback under this Agreement shall be subject to any personal guaranty of the Producer contained within the Contract. The Producer shall be fully liable to any other Producer for any sums paid by such Producer to Ameritas for debts incurred hereunder.

Termination

Ameritas, which hereby acknowledges its acceptance of the Producer's request for Annualized Comp, may terminate this Agreement at any time without notice. Additionally, the Producer may terminate this Agreement by notifying Ameritas in writing.

Acknowledgement

Ameritas and the Producer acknowledge their concurrence to the terms of the Agreement effective on the date last acknowledged below:

■ PRODUCER (if individual):

Printed Name



Signature

Date

■ PRODUCER (if business entity):

Printed Name of Business Entity

Printed Name and Title of Contractee Representative



Signature

Date

■ Agreed on behalf of Ameritas:

Ameritas Life Insurance Corp.
Ameritas Life Insurance Corp. of New York

By: Lined P. Mason
Lined Mason
Vice President of Policy Services, Individual Operations