

**Assurity** Life Insurance  
Company

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# Agent Contracting Kit

FOR AGENT USE ONLY. NOT FOR USE WITH CONSUMERS. NOT AVAILABLE IN NEW YORK.  
Product availability, features and rates may vary by state.

The procedure for licensing agents differs in each state. All states, however, are uniform in requiring that an agent be properly licensed **before** soliciting insurance sales. Assurity supports this position and requests your complete compliance with the licensing laws of your state(s). Please review the Appointment Guidelines for Business Received (*Form 04-015-05055*) for more information.

**You must return the following items completed in full to the contracting department at Assurity.** Information should be typed or printed legibly in ink. Assurity Life Insurance Company participates in a just-in-time process. Once your contracting paperwork is received, you will receive an agent number in 10 to 14 business days for use in accessing our agent website, AssureLINK and for writing policy applications (*processing times may vary*). Your contracting paperwork will not be reviewed until a policy application is received, unless you request an appointment in a pre-appointment state. When we review your paperwork, we will request any missing requirements. At that time, we will order background and vector checks. We may request an explanation of your background check results. **Missing items will delay the contracting and appointment process.**

**Appointment Application**

When appointing an agency, the tax identification number and Social Security number must **both** be included on the Appointment Application.

E-mail addresses and other information provided is confidential and will be used for Assurity business purposes only. E-mail addresses are requested to facilitate communication between you and the company and/or its affiliates. E-mail addresses are not sold or furnished to any other entity except as may be required by law or regulatory authority.

**Authorization Agreement for Automatic Deposits**

**Errors and Omissions Coverage**

All Assurity producers must maintain a minimum coverage of \$500,000 for each claim per agent with a maximum \$10,000 deductible. If your coverage is through your broker dealer, we require proof that Assurity products are included in the coverage.

**Disclosure and Authorization for Consumer Reports**

**Appointment Fees**

Assurity will pay the first-time resident appointment fee for an agent. Agents who have been terminated by Assurity and are applying for re-appointment must pay their resident appointment fee. Fees for business written in an agent's non-resident state are due when the business is submitted. Refer to the Non-Resident Appointment Information form for fee information. Make your check payable to Assurity Life Insurance Company.

**W-9 Form**

All potential agents must complete and submit a W-9 form. If commissions are to be paid to your agency, the W-9 must be completed with agency information and tax identification number.

**Agent Agreement**

Sign, date and return the Agent Agreement and Commission Schedule provided by your recruiting agent.

**Copies of Licenses**

Current copies of your resident and non-resident licenses for all states where you or your agency need to be appointed must be attached. If commissions are to be paid to your agency, send a current copy of the agency license along with the copy of your license.

**LIMRA Producer Anti-Money Laundering Training**

All agents writing an Assurity cash-value life insurance policy or an Assurity annuity are required to complete the LIMRA Anti-Money Laundering Training. This training is not required until one of these policy applications is received.

**NOTE:** In doing business with Assurity, you will need to access AssureLINK to obtain your commission statements and production reports, as Assurity does not mail any commissions or production reports. You will receive more information about this once you have become contracted and appointed with Assurity.



**Agents must be appointed before soliciting business in the following states:**

Pennsylvania

**Appointment must be completed within:**

**15 days after date policy application was written**

Louisiana                      Montana                      Oklahoma

**30 days after date policy application was written**

Kansas                      Virginia                      Washington

**14 days after date policy application was received**

California

**15 days after date policy application was received**

|             |                 |                     |               |
|-------------|-----------------|---------------------|---------------|
| Alabama     | <b>Kentucky</b> | Nevada              | Tennessee     |
| Arkansas    | Maine           | New Hampshire       | Utah          |
| Connecticut | Massachusetts   | New Jersey          | Vermont       |
| Delaware    | Michigan        | New Mexico          | West Virginia |
| Georgia     | Minnesota       | North Carolina      | Wisconsin     |
| Hawaii      | Mississippi     | South Carolina      | Wyoming       |
| Idaho       | Nebraska        | <b>South Dakota</b> |               |

**30 days after date policy application was received**

|          |          |              |              |
|----------|----------|--------------|--------------|
| Alaska   | Illinois | Missouri     | Rhode Island |
| Arizona  | Indiana  | North Dakota | Texas        |
| Colorado | Iowa     | Ohio         |              |
| DC       | Maryland | Oregon       |              |

**45 days after date policy application was received**

Florida

**Bolded states must be held in a pending status—no commissions can be paid until we receive confirmation.**

**Note:** Prior to soliciting an Annuity application, agents must successfully complete continuing education according to state requirements.

Consistent with our long-standing compliance philosophy, if an application is submitted contrary to any state’s appointment requirements, the application cannot be accepted.

In these situations, we send the proposed policyowner a letter, including any refund due, explaining why we are unable to accept the application, and the application is returned to the agent. Adherence to ethical standards and procedures promotes our overall goal of instilling public confidence in Assurity and our industry.



Assurity Life Insurance Company participates in a just-in-time process. Once your contracting paperwork is received, you will receive an agent number in 10 to 14 business days for use in accessing our agent website, AssureLink and for writing policy applications (*processing time may vary*). Your contracting paperwork will not be reviewed until a policy application is received, unless you request an appointment in a pre-appointment state. When we review your paperwork, we will request any missing requirements. At that time, we will order a background check and a vector check. We may request an explanation of your background check results.

**Individual and Corporate Applicants:** Complete sections I, II, III, IV, V, VI and VII. Applicable contracts for both individuals and agencies must be signed and returned. All Corporate appointments require that appointment information be submitted for at least one officer concurrent with information regarding the corporation.

**PLEASE PRINT OR TYPE AND RESPOND TO ALL QUESTIONS, DO NOT USE ABBREVIATIONS.** Missing information may slow processing your application.

**I. GENERAL INFORMATION**

|   |  |   |                      |                 |
|---|--|---|----------------------|-----------------|
| <input type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms. <input type="checkbox"/> Miss | Legal Name   | First, Middle, Last   | Maiden or other name | (if applicable) |
| Social Security No.   | Gender (optional)  | <input type="checkbox"/> Male <input type="checkbox"/> Female | Date of Birth        | (MM/DD/YYYY)    |
| Mailing Address   | Street Address   | Suite/P.O. Box No. (if applicable)                            | City                 | State ZIP+4     |
| Business Address  | Street Address (physical address required)   | Suite No. (if applicable)                                     | City                 | State ZIP+4     |
| Residential Address   | Street Address (physical address required)   | Apt. No. (if applicable)                                      | City                 | State ZIP+4     |
| Personal Phone No. ( )  | Business Phone No. ( )   | Fax No. ( )   |                      |                 |
| E-mail  | E-mail addresses will remain confidential and are required to facilitate communication between you and the company. E-mail addresses are not sold or furnished to any other entity except as may be required by law or regulatory authority. |   |                      |                 |

**II. AGENCY INFORMATION—Agencies must be licensed in states where it is required**

All states require licensing of agencies receiving writing commissions on business written by subagents. NM, UT and VA require licensing for override commissions.

|  |  |
|--|--|
| Agency Name  | <input type="checkbox"/> LLC <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership |
| More than one location? <input type="checkbox"/> Yes <input type="checkbox"/> No                                   | Tax Identification No.   |
| <b>Are you the officer of the Agency listed?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No          |  |
| If "No," who is the officer of the agency? (List officers below. If more space is needed, attach additional page.) |  |
| Officer Name (First, Middle, Last)   | Title Social Security No.  |
|  |  |
|  |  |

**III. COMMISSIONS (Select one option)**

Paid Direct: The commission check is made payable to and sent to the agent

For value received, I irrevocably assign my commissions to the Agency/Agent listed in Section II. I understand that this assignment may be terminated only by written agreement of the Agency/Agent to whom I assign these commissions.

\_\_\_\_\_ / \_\_\_\_\_  
 Signature of Agent Date (MM/DD/YYYY)

**IV. LICENSES**

**You must be licensed for each state in which you are requesting an appointment.**

|                              |   |
|------------------------------|---|
| Current Resident License No. | State(s) for Appointment (abbreviations acceptable) |
|------------------------------|---|

For non-resident Florida appointment, list all counties where appointment is required

**V. ERRORS AND OMISSIONS COVERAGE**

All Assurity producers must maintain a minimum coverage of \$500,000 for each claim per agent with a maximum \$10,000 deductible. If your E & O coverage is maintained through your broker dealer, we require proof that Assurity products are included in the coverage. Please include a copy of the declaration page.

Do you have Errors and Omissions Coverage?  Yes  No

If "No," please obtain coverage before submitting contracting with Assurity Life Insurance Company.

|                           |                 |            |
|---------------------------|-----------------|------------|
| Carrier of E & O Coverage | Name of Insured | Policy No. |
|                           |                 |            |

**VI. QUALIFICATION QUESTIONS**

Details (including dates) must be attached for any questions answered YES below. Any false statements on this Application may be considered as sufficient cause for rejection of this Application, or for termination if such false statement is discovered subsequently.

- 1. During the past 5 years, have you lived in a different state or county than your present one? ... Yes No
If Yes, please list state/county
2. Have you ever been convicted for any offense or entered a plea of "guilty" or "no contest" to any misdemeanor or felony charges, or are charges currently pending against you or a business with which you are connected? ... Yes No
3. Do you currently have a pending bankruptcy or have you ever filed for bankruptcy, been declared bankrupt or insolvent or had your salary garnished? ... Yes No
4. Are you presently involved in any litigation or are there any unsatisfied judgments, liens (including state or federal tax liens), collection, charged-off debt or accounts more than 120 days late against you? ... Yes No
5. Have you ever had a bond denied, paid out or revoked? ... Yes No
6. Has any insurance company ever canceled your contract or appointment as a sales person for any reason other than non-production of business or at your own request? ... Yes No
7. Are you indebted to any Insurance Company/Agency/Manager (including debit balance)? ... Yes No
If Yes, please list company(ies) and amount(s) owed
8. Have you ever had any complaints against your conduct that resulted in a return of premium to any insured? ... Yes No
9. Have you ever been fined, suspended, placed on probation, reprimanded or entered into a consent order with any insurance department, the Securities and Exchange Commission (SEC), FINRA or any other regulatory authority? ... Yes No
10. Have you ever had an insurance and/or securities license refused, suspended, revoked, or currently restricted or under investigation by any insurance department, the Securities and Exchange Commission (SEC), FINRA or any other regulatory authority? ... Yes No

**VII. LIMRA ANTI-MONEY LAUNDERING TRAINING (only required for agents selling Assurity's cash value products)**

All Assurity Producers writing cash value products must complete the LIMRA Anti-Money Laundering Training course. Please complete the section below if you have already taken the LIMRA training and we will verify the information with LIMRA after a policy application is received. If you have not completed the LIMRA Anti-Money Laundering Training, we will sponsor your training after a cash value policy is submitted.

Date LIMRA Training Program was completed / / (MM/DD/YYYY)

**VIII. AGREEMENT**

I hereby certify that the statements contained in this Appointment Application are true and correct to the best of my knowledge and belief. I understand that any false statements on this Application may be considered as sufficient cause for rejection of this Application, or for termination if such false statement is discovered subsequently.

I understand and agree that:

- I am a duly licensed insurance agent.
I can solicit business only in states where I am licensed and appointed with Assurity Life Insurance Company.
I will not solicit business in states that prohibit solicitation prior to my appointment.
As a rule, it is not acceptable to make a solicitation anywhere other than the resident state of the applicant.
I will abide by all written rules and regulations (subject to change at any time) set forth by the Assurity Life Insurance Company.
No changes will be made to my hierarchy for a minimum of six months from the first contract date. If I wish to change my hierarchy from my current up-line agent to another up-line agent, I will need to: a. have a written release from my current up-line agent; or b. have not submitted an application for six months. In addition, a written request to change hierarchies is necessary and in most cases, new paperwork will be needed.

Signature of Agent

Date (MM/DD/YYYY)

**AGENT COMMISSION LEVEL AND RECRUITER INFORMATION (to be filled out by recruiting agent)**

This information must be filled out before an agent number will be assigned.

Table with 4 columns: Agent Commission Level (Level 19), Commission Schedule Form No. (04-273-IG Level 19), Recruiting Agent Name (Calstar Financial and Insurance Services, Inc.), Recruiting Agent No. (856s)



**DISCLOSURE**

In connection with your application for contract services with Assurity Life Insurance Company, a consumer report or an investigative consumer report will be requested during the application process and if contracted, during your contract term. It may contain information about your character, general reputation, personal characteristics, mode of living, qualifications and credentials. The nature and scope of the consumer report or investigative consumer report is the procurement of reports such as consumer credit, criminal records, civil records, driving records, employment verification, education verification, professional license verification and others.

I understand that, upon written request within a reasonable period of time, I am entitled to additional information concerning the nature and scope of this investigation. I understand that pursuant to the Fair Credit Reporting Act (FCRA), I have the right to know if adverse action is being considered against me as a result of information contained in this report, that I have the right to a copy of this report prior to any adverse action taken against me and to dispute the accuracy of any information in this report by contacting the consumer reporting agency. I understand that I may have additional rights under state law, which I may determine by contacting my state or local consumer protection agency.

Consumer Reporting Agency: Business Information Group  
 P.O. Box 130  
 Southampton, PA 18966  
 (215) 396-9670

- Oklahoma, Minnesota and California applicants may obtain a copy of this consumer report by checking this box. This report will be sent to California applicants within three (3) days of the employer receiving the report.
- California applicants only: For consumer reports that were not obtained by a consumer-reporting agency, by checking this box you waive the right to obtain a copy of the report. If unchecked, you will receive this report within seven (7) days of the employer receiving it.

California applicants only: For reports obtained by Business Information Group, California applicants also may review the file Business Information Group maintains on you during normal business hours upon submitting proper identification and by paying fees associated with making copies of those files. In the State of California, a new Disclosure and Authorization/Release of Information form is required each time a subsequent Consumer Report/Investigative Consumer Report is going to be requested. The nature and scope of the consumer report or investigative consumer report is the procurement of reports such as consumer credit, criminal records, civil records, driving records, employment verification, education verification, professional license verification and others. See Page 2 for further information.

**IDENTIFICATION INFORMATION FOR CONSUMER REPORTING AGENCY (PLEASE PRINT)**

|               | <i>First</i>             | <i>Middle</i>          | <i>Last</i> |
|---------------|--------------------------|------------------------|-------------|
| Legal Name    |                          |                        |             |
| Date of Birth | <i>MM/DD/YYYY</i><br>/ / | Social Security Number |             |

**AUTHORIZATION/RELEASE OF INFORMATION**

I have carefully read and understand the above Disclosure. I hereby authorize the obtaining of driving records, consumer reports and investigative consumer reports at any time after receipt of this authorization. I authorize without reservation, any party or agency contact by Assurity Life Insurance Company to furnish information about my character, reputation, personal characteristics, credentials and/or credit and indebtedness. I understand this may involve obtaining driving records, personal interviews with sources such as schools, employers, supervisors, friends, neighbors, associates, state, federal or local agencies and public record or law enforcement agencies. I further authorize ongoing procurement of these reports at any time during my continued employment or contract for services, unless specifically prohibited by state law. I also agree that a fax or photocopy of this authorization with my signature shall be accepted with the same authority as the original.

I further understand and authorize by signing below, that in accordance with the legitimate business practices of Assurity Life Insurance Company that copies of my application and consumer reports may be furnished to the affiliates, assignees or agents of Assurity Life Insurance Company.

\_\_\_\_\_  
 / /  
 Date (MM/DD/YYYY)

\_\_\_\_\_  
 Signature of Agent (Full Legal Name)

**INVESTIGATIVE CONSUMER REPORTING AGENCIES ACT**  
**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 valid driver's license, social security account number, military identification card and credit cards. Only if the consumer is unable to reasonably identify themselves 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 them 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 their 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.





**Assurity® Life Insurance Company**  
 Post Office Box 82533, Lincoln, NE 68501-2533  
 402-476-6500 | 800-276-7619 | FAX 402-437-3865

**AUTOMATIC DEPOSIT  
 AUTHORIZATION**

**AUTHORIZATION FOR AUTOMATIC DEPOSITS**

I (we) hereby authorize Assurity Life Insurance Company (*Company*) to make deposits to my (*our*) account at the depository institution shown on void check and I authorize the depository institution to accept these deposits. Such authorization does not allow the Company to debit entries to my (*our*) account.

This authorization will continue until I notify Assurity Life Insurance in writing to stop. Such notification will not affect deposits already sent to the bank.

The undersigned hereby agrees that all entries initiated hereunder are to be governed in all respects by the Rules of the Mid-America Automated Clearing House Association and agrees to be bound thereby.

\_\_\_\_\_ *Date (MM/DD/YYYY)*

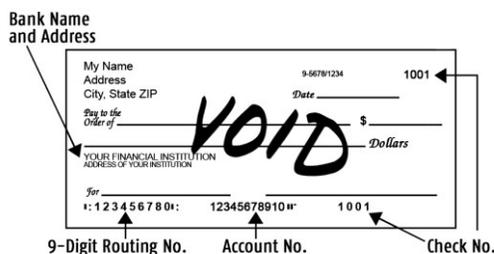
\_\_\_\_\_ *Agent Signature*

Agent's Identification No. \_\_\_\_\_ *(if new agent, provide last six digits of Social Security No. or Tax I.D. No.)*

Agent's Name *(printed)* \_\_\_\_\_

**Please confirm that your routing number and account number are correct.**

**TO ENSURE CODING ACCURACY,  
 ATTACH VOIDED CHECK**



Depository Institution \_\_\_\_\_ Type of Account:  Checking  Savings

Address \_\_\_\_\_  
*Street address City State ZIP +4*

Nine-digit Bank Routing No. \_\_\_\_\_ Account No. \_\_\_\_\_

**Notes for completing form:**

Indicate if checking or savings account;

Ensure that all information has been entered;

Date and sign;

If returning by mail, attach a VOID CHECK and mail to the address shown above, Attn: Contracting Department;

If returning by fax, confirm that your routing number and account number are correct and fax to (402) 437-3865.

This Agent Agreement and any supplements or amendments hereto ("Agreement") is between the Agent(s) signing below (referred to as "you," "your," and/or "Agent") and Assurity Life Insurance Company (referred to as "Assurity," "our," and "we"). This Agreement incorporates Assurity's procedures, commission schedules, commission rules and business standards, as amended from time to time. This Agreement shall become effective as of the last dated signature at the end of this Agreement.

### 1. APPOINTMENT

This Agreement appoints you as an independent insurance agent for Assurity in the state(s) in which you maintain proper insurance licensure. Subject to this Agreement, you are authorized to act on Assurity's behalf solely for the purpose of distributing, and developing and supervising the distribution of, those Assurity insurance products approved for marketing in your state(s) of licensure.

### 2. INDEPENDENT CONTRACTOR STATUS

You are an independent contractor and agree that nothing in this Agreement (or any other document) creates an employee-employer relationship between you and Assurity. Subject to this Agreement and the laws governing your licensure, you are free to exercise discretion and independent judgment when conducting activities authorized by this Agreement. You agree that you are solely responsible for your activities and acknowledge that you alone control the time, place and manner of insurance solicitation and sale. You agree that any subagents in your hierarchy/marketing organization who are appointed with Assurity are also independent contractors. You acknowledge that Assurity may transfer your subagents to a different hierarchy if you breach this Agreement or for other good reason. Assurity may also transfer any subagent upon the subagent's request according to Assurity's then-existing transfer rules.

### 3. YOUR AUTHORITY AND DUTIES

Under this Agreement you have specific authority to: recruit and recommend other licensed insurance agents for appointment with Assurity; train and supervise such appointed agents consistent with this Agreement and applicable state laws; and solicit applications for those Assurity insurance products approved for marketing in your state(s) of licensure. In exercising this authority, you agree that you shall:

- a. Comply with this Agreement and all laws and regulations governing your license and the sale of insurance products;
- b. Immediately submit all applications and premium(s) collected to Assurity;
- c. Segregate any monies you receive for Assurity and hold them in trust for delivery to Assurity (i.e. you shall not use the funds for any other purpose);
- d. Service and help keep in force the Assurity policies you and your subagents sell;
- e. Adhere to all applicable laws and rules concerning ethical market conduct and replacement, which require you to:
  - i. Maintain your license(s) in good standing and keep your appointments current in all states in which you sell insurance products;
  - ii. Carefully evaluate the insurance needs and financial objectives of your clients, and through use of appropriate sales tools and documentation (e.g., sales brochures and policy proposals and/or illustrations), ensure that the products you propose meet client needs;
  - iii. Recommend replacement only when it is in the best interest of the client after full disclosure of relevant information (financial impact on the client, impact of a potential new contestability period/suicide clause, and impact if client will have to resubmit to underwriting for purchase of replacement policy);
  - iv. Never recommend that a client cancel an existing policy until replacement coverage is accepted and in force;
  - v. Stay informed on changes in insurance laws and regulations by reviewing the bulletins and newsletters distributed by state insurance departments and Assurity;
  - vi. Refrain from providing false or misleading information about a competitor or competing product or from otherwise making disparaging remarks about a competitor;
  - vii. Follow Assurity's advertising and social media guidelines, including obtaining Assurity's prior approval of all advertising materials, websites, and social media references you utilize when distributing Assurity products;
  - viii. Immediately report customer complaints to Assurity, and cooperate fully and promptly with Assurity to respond;
  - ix. Communicate these rules to all subagents in your hierarchy and secure subagent agreement to follow these rules;
- f. Notify Assurity promptly if you or any subagent in your hierarchy is charged with or enters a plea to a felony crime or any crime involving dishonesty;
- g. Notify Assurity promptly if any governmental body (including a state insurance department, FINRA or the SEC) takes disciplinary action against you or any subagent in your hierarchy. Disciplinary action shall include but is not limited to censure, suspension, probation, reprimand, or license termination, as well as entry of any consent order and/or payment of a fine, even if the consent order or settlement does not include an admission of guilt.

### 4. LIMITATIONS ON YOUR AUTHORITY

This Agreement only gives you limited authority to distribute Assurity products. You do not have authority to and shall not:

- a. Misrepresent Assurity policy terms, conditions, coverages, or exclusions;
- b. Promise issuance of coverage, reinstatement of coverage, or any particular result or decision on a claim;
- c. Waive or change Assurity policy terms, rates, rules, or customary requirements, or represent to anyone that you are able to do so;
- d. Deliver policies except in accordance with Assurity's instructions;
- e. Deliver any policy when you or your subagents know of any fact(s) not disclosed on the application (or which arise after application but before delivery) that could affect Assurity's coverage or premium rate decisions, including undisclosed facts about the applicant's health condition(s);
- f. Collect any premium other than the initial premium unless Assurity authorizes you to do so;
- g. Extend credit to applicants or insureds, pay premiums for applicants or insureds (directly or indirectly), or grant extra time to pay premiums;
- h. Accept or incur risks, liabilities, debts, or contractual obligations in Assurity's name or on Assurity's behalf;
- i. Interfere with any person's business or contractual relationship with Assurity;
- j. Start legal actions in Assurity's name;
- k. Endorse checks or any other negotiable instrument payable to or intended for Assurity.

### 5. COMPENSATION

Your compensation shall be based solely on your personal production (and the production of agents assigned to you) on policies which Assurity approves and issues, and you authorize Assurity to provide your production and earnings records to the Agent(s), if any, to whom you are assigned. Subject to this Agreement, Assurity will use the Commission Schedule ("Schedule") in effect on the written date of the policy application to calculate commissions. The Schedule also identifies the compensation you must repay Assurity for lapsed, terminated or surrendered policies. Assurity can and does change the Schedule unilaterally, but a change will not affect compensation on business written prior to the change effective date.

**5. COMPENSATION (continued)**

Payment of compensation will be made at such times and in the manner Assurity determines. You must access Assurity's agent website to obtain commission statements and production reports. If you have concerns, you must object to any transactions shown on EFT statements and compensation reports within 30 days of receiving them; otherwise, they will be deemed conclusive.

Your right to first year commissions and renewal commissions (*for the term and amounts indicated in the applicable Schedule*) will exist so long as such commissions exceed \$250 per year and you remain in compliance with this Agreement. Vesting will cease if your appointment is terminated for cause, you otherwise breach this Agreement, or to the extent such amounts are applied to set off debts you or your subagents owe to Assurity. If you die, we will continue commission payments to your designated beneficiary so long as commissions exceed \$250 per year. If you have not designated a beneficiary, we will pay your estate upon submission of legal documents establishing an executor/personal representative. Compensation shall no longer be payable after your death if total commissions due drop below \$250 per year.

**6. GENERAL PROVISIONS**

- a. **Assurity Right to Decline/Withdraw.** Assurity reserves, without limitation, the right to decline any application for insurance submitted by you or your subagents, to discontinue any form of insurance product we offer, and to withdraw offering insurance in any or all jurisdictions where Assurity presently does business.
- b. **Errors and Omissions Coverage.** For as long as this Agreement is in force, you shall maintain Errors and Omissions insurance with a carrier in amounts and with a deductible that we accept. You agree to provide evidence that such coverage is in force upon our request.
- c. **Personal Liability.** Because you interact directly with clients and control the circumstances and manner of sale, you agree to indemnify us and hold us harmless from all losses and expenses we incur resulting from your acts or omissions, other than those which we authorize in writing. If the Agent executing this Agreement is a corporation, limited liability company, or other legal entity that is not a natural person, the natural person signing on behalf of such legal entity guarantees payment of any amounts Agent owes Assurity under this Agreement.
- d. **Advertising.** Assurity must seek regulatory approval of forms and advertising materials, and we have approved materials for your use. You shall comply with our advertising rules, and you shall not use or permit use of Assurity's name on any advertising that we have not previously approved, in writing.
- e. **Expenses.** You agree to be solely responsible for all your expenses incurred in performing this Agreement.
- f. **Indebtedness.** You grant Assurity a security interest in compensation payable to you for purposes of securing the discharge of obligations under this Agreement. Assurity shall have a first lien on compensation otherwise payable to you equal to any amount that you or your subagents are indebted to us, and you agree that you shall not be due any compensation until all such indebtedness is paid in full. Assurity will credit your commissions against any debit balance, and termination of this Agreement does not release you from continuing liability to us for immediate repayment of any debt, including unearned first-year commissions or bonuses. We have the right to charge interest at the maximum lawful rate on any outstanding debt owed by you or your subagents.
- g. **Return of Premium.** If, for any reason, we refund premiums on a policy on which you received commission, you agree to repay us the amount you received.
- h. **Waiver.** Failure of Assurity to strictly enforce any provision of this Agreement will not be interpreted as a waiver of such provision.
- i. **Modification.** Any change to this Agreement shall be in writing signed by an authorized officer of Assurity.
- j. **Assurity Property.** You agree to return all Assurity property upon demand or termination of this Agreement, and to remove references to Assurity from any advertising you maintain, such as websites. Our property includes, without limitation, all rate books, manuals, supplies, applications, video materials, computer software, insured files, and advertising and sales materials supplied by Assurity.
- k. **Assignment/Sale.** You shall not assign or sell your rights under this Agreement or any vested compensation payable hereunder without Assurity's express written consent. Assurity will require appropriate documentation of sale/transfer and will not agree to assign compensation that is less than \$250.00 annually.
- l. **Governing Law.** Without regard to choice of law rules, this Agreement shall be governed by and interpreted according to Nebraska law. The exclusive jurisdiction for resolving disputes involving this Agreement or the relationship of the parties hereto shall be a court of competent jurisdiction in Lancaster County, Nebraska. You agree to waive any defense for lack of jurisdiction or forum non conveniens.
- m. **Entire Agreement.** This Agreement including any attachments, schedules and addendums, supersedes any and all previous Agreements between you and Assurity, and is the entire Agreement between you and Assurity. If any provision of the Agreement is now or shall in the future be in conflict with any applicable law or any valid Department of Insurance ruling or order, it shall be modified to the extent necessary for compliance.

**7. ANTI-MONEY LAUNDERING**

You agree to comply with all applicable anti-money laundering laws, regulations, rules and government guidance, including the reporting, training, record-keeping and compliance requirements of the Bank Secrecy Act ("BSA"), as amended by the USA PATRIOT Act (*the "Patriot Act"*). These Acts include requirements to identify and report currency transactions and suspicious activity, to implement a customer identification program to verify the identity of customers and to implement an anti-money laundering compliance program.

**8. PRIVACY—REQUIREMENTS PURSUANT TO THE GRAMM-LEACH-BLILEY ACT AND STATE PRIVACY LAWS**

You agree to protect any confidential information of Assurity's customers that is accessible by you. Confidential Information includes, but is not limited to any nonpublic personal information about Assurity's customers or potential customers, regardless of whether it is personally identifiable or anonymous information. You agree, now and at all times in the future, not to use or disclose Confidential Information to any person or entity, other than to carry out the purposes for which Assurity's applicant or customer disclosed the information, or as necessary to carry out the lawful business purposes of this Agreement, or as otherwise allowed by law or regulation. Your use or disclosure of Confidential Information shall comply at all times with federal and state privacy laws, rules and regulations.

**9. TERMINATION**

Either party may terminate this Agreement at any time by giving written notice. Notice may be mailed or delivered to the other party's last known address. If the state that you reside or are licensed in requires advance notice, you hereby agree to waive any advance notice of termination and agree that termination will be effective immediately upon delivery of written notice. We may terminate this Agreement for cause if: you participate in any illegal or fraudulent activity; you commit any act that injures our business or reputation; you fail to account for or promptly remit client monies collected by you; you withhold any policies, money or other property belonging or returnable to Assurity; you fail to pay any sums due hereunder when the same become due; or you default on performance of any other covenant, representation or obligation to Assurity under this Agreement.

**IN WITNESS WHEREOF, Assurity and the Agent mutually agree this Agreement is effective as of the approval date designated below by Assurity.**

**ASSURITY LIFE INSURANCE COMPANY**

**AGENT OR FIRM PRINCIPAL**

By: \_\_\_\_\_  
*Signature of Company Officer*

By: \_\_\_\_\_  
*Signature of Agent or Firm Principal*

\_\_\_\_\_  
*Printed Name and Title*

\_\_\_\_\_  
*Printed Name and Title*

\_\_\_\_\_  
*Approval Date (MM/DD/YYYY)*

\_\_\_\_\_  
*Acceptance Date (MM/DD/YYYY)*

As a producer for Assurity Life Insurance Company (*Assurity*), you greatly assist us in fulfilling our mission of helping people through difficult times. Because you are also a member of the insurance industry, you are in a unique position not only to serve your clients, but also to help prevent money laundering and the financing of terrorist activities.

Preventing money laundering and the financing of terrorist activities is the purpose of a federal anti-money laundering (*AML*) regulation requiring Assurity to create, implement and follow a comprehensive anti-money laundering program. Assurity's anti-money laundering program is available for review under "Contracting Kits" on the agent-only Web site (<https://assurelink.assurity.com>). You are an important part of the program, as it imposes certain responsibilities and obligations on you when you solicit applications for individual cash value life insurance policies, annuities and reversionary annuity policies. In that role, you are often in a critical position of knowledge to obtain information about the customer, the customer's source of funds for the products you sell and the customer's reasons for purchasing such products.

For these and other reasons, Assurity's AML program requires actions by you on the following matters:

### **INFORMATION GATHERING**

Assurity's AML program requires you to complete and submit a form pertaining to securing and furnishing all information relevant to applicants for an individual cash value life insurance policy, annuity or reversionary annuity. It is important that you supply full and complete information about the customer, the source of funds for payment of premiums and why the applicant is seeking the policy applied for.

Form 02-551-05051 (*Customer Identification Information*) is used to record this information. You will find it on our producer Web site under "Contracting Kits" (<https://assurelink.assurity.com>).

All applications for individual cash value life insurance policies, reversionary annuities and annuities **must be accompanied by this completed form.**

### **COMMUNICATIONS**

**Notify us immediately** should you encounter instances where an applicant:

- Resists providing information;
- Appears to have provided false or misleading information; and/or
- Provides information that can't be verified.

Notification should be made to Amanda Dutton at (800) 276-7619, Ext. 4353.

Immediate notification is also required should any of the following factors come to your attention. (*This information will help us determine whether a suspicious activity report needs to be filed with the U.S. Treasury Department.*):

- the purchase of a product that appears to be inconsistent with a customer's needs;
- the purchase or funding of a product that appears to exceed a customer's known income or liquid net worth;
- any attempted unusual method of payment, particularly by cash or cash equivalents such as money orders or cashier's checks above any permitted amount set forth in the "Acceptable Methods of Payment" section of this document;
- payment of a large amount broken into small amounts;
- little or no concern by a customer for the values or benefits of an insurance product, but much concern about the early termination features of the product;
- the reluctance by a customer to provide identifying information, the provision of information that seems fictitious; and/or any other activity you think is suspicious.

Assurity will file any required suspicious activity report (*SAR*). However, you may find yourself in a position to know that a *SAR* has been filed.

**THE FACT THAT A SAR HAS BEEN FILED OR CONSIDERED IS STRICTLY CONFIDENTIAL AND NOTHING ABOUT A SAR CAN BE DISCLOSED. UNDER NO CIRCUMSTANCES MAY YOU DISCLOSE TO ANYONE THE FACT THAT A SAR HAS BEEN FILED OR CONSIDERED, NOR MAY YOU REVEAL THE CONTENTS OF A SAR TO ANYONE. VIOLATIONS MAY RESULT IN CIVIL AND/OR CRIMINAL PENALTIES.**

## **ACCEPTABLE METHODS OF PAYMENT**

Assurity will accept the following methods of payment for initial and renewal premium and contributions for Covered Products:

- Automatic bank withdrawals;
- Personal checks;
- Cashier's and other similar type checks in amounts below \$200 per month per policy and above \$10,000;
- Money orders in amounts below \$200 per month per policy;
- Credit cards for initial premium (*e-applications only*), renewal premium or renewal contributions;
- Cash for renewal premiums or contributions where payment by cash has a historical basis;
- ACH and wire transfers for premiums or contributions where made by employers and third party administrators; and
- ACH and wire transfers for premiums or contributions where such a payment method has a historical basis.

Other forms of payment, including producer personal checks (*except with regard to policies owned by producer family members; defined as current spouse, children, parents, siblings, grandchildren and including those related by marriage*), producer credit cards, cash, wire transfers and cashier's checks and money orders, except as noted above, will not be accepted.

Notice of acceptable methods of payment for initial premiums or contributions shall be communicated to producers. Notice of acceptable methods of payment for renewal premiums or contributions shall be communicated to producers and policyholders. The Producer Responsibilities may constitute the notices to producers contemplated above.

You have the following responsibilities with respect to acceptable/unacceptable methods of payment:

- to communicate the restrictions on acceptable payment to applicants and customers in advance of accepting payment;
- to explain what forms of payment are acceptable and return the unacceptable payment immediately, if an applicant or customer gives you an unacceptable form of payment;
- to report difficulty dealing with an applicant or customer regarding the company's acceptable and unacceptable forms of payment to the person named in the "Communications" section of this document, and to obtain information with respect to forms of payment received by Assurity.

## **TRAINING**

You are required to receive periodic, on-going anti-money laundering training as a condition of submitting annuity, reversionary annuity and individual cash value policy applications. Any applications you submit for such policies will be processed, but no policies will be issued until we receive evidence—satisfactory to us—that you have completed the required Life Insurance Marketing and Research Association (*LIMRA*) training. Assurity's approved producer anti-money laundering course is sponsored by LIMRA.

After you have submitted an application for a policy identified in the first paragraph of this section, a representative from our contracting department will contact you to verify that you have completed anti-money laundering training through LIMRA. If you have not had any acceptable anti-money laundering training, we will submit your name to LIMRA. After a three-day grace period, LIMRA will provide us login and password information, which we will provide to you. This information will give you access to their Web site to complete LIMRA's training course. Once you have completed the course LIMRA will notify us, and we will continue with any required processing.