

Upon acceptance by Americo of your Agent/Agency Application, you will receive correspondence welcoming you as an agent. This correspondence should be filed with your Agent Agreement/contract as it represents Americo's acceptance of your contract.

Contracting Checklist

Detailed below are all requirements that must be received in our office for the contracting process to begin.

52675 (11/14)-Checklist

| | |
|---|--|
| Consumer Report Authorization(Required) | Please read and sign the Consumer Report Authorization Form (Form # 14-194-1) |
| Individual/Entity Application | <p>Please list your legal name as shown on your resident license when completing all paperwork. If you are applying as an individual, you do not have to complete the "Entity Section" or the "Entity Background Section".</p> <p>Entities (<u>Corporation/LLC/Partnership</u>) – Must complete the "Business Entity Information" and "Business Entity Background Questions" as well as questions 1, 2, and 3 on the Individual Background Section.</p> <p>The application must be signed and dated in order to be considered.</p> |
| Insurance License(s) | Please indicate the licenses under which you and/or your corporations will be soliciting business. We will verify the license status via the Producer Database, so copies are not required. |
| Appointment Fees (Resident and Non Resident) | <p>For your convenience, Americo does not require you to submit up-front payment for non-resident appointment fees. These charges will be deducted directly from your commissions upon our acceptance of the contract or once the first piece of business has been submitted in a given non-resident state, depending on the state's regulations. <u>Americo will pay resident appointment fees.</u></p> <p><u>Please note that Florida has a county appointment requirement.</u> If you are a non-resident agent planning to physically solicit in any Florida county, you must identify the counties on your agent application. A list of counties is shown for your convenience. <u>Americo will pay this county fee.</u></p> |
| E&O Certificate | Americo requires E&O coverage of at least \$1 million dollars. Please provide us with a copy of your current E&O certificate. Your certificate must indicate coverage for any line of business you sell. (i.e. Life, Annuity) |
| Anti-Money Laundering (AML) Training Certification | All agents who write cash value products (including universal life, whole life, and annuities) must complete Anti Money Laundering (AML) training through LIMRA. You may access the certification course at https://aml.limra.com 24 hours after your contract is submitted to Americo. Once you have completed the LIMRA AML course, a completion notice will be returned to Americo within 24 hours. |
| Product Specific Training/ Continuing Education | All agents must complete any product specific or general (CE) training necessary prior to <u>writing</u> any annuity business. <u>If business submitted is dated prior to the date you complete the training, a new policy application will be required.</u> New business will not be issued and commissions will not be due or payable until such training has been completed. |
| Direct Deposit/EFT | Americo offers daily, weekly or monthly pay via electronic funds transfer (EFT) into your checking/savings account. Please include a voided check or deposit slip. If the routing and account numbers are not printed on your deposit slip, please have your bank prepare this information on their letterhead. |
| Assignment of Commissions (Optional) | To be completed if commissions are to be assigned to another entity/individual. Please ensure the form is signed by the Agent and Assignee. (Form # 02-049-1) |
| Commission Advance Addendum (Optional) | Complete if requesting Advance Commissions. (Form # 02-050-1) |

SMC-010100 (11/14)

AGENT AGREEMENT WITH AMERICO LIFE, INC. AFFILIATES

52675 (11/14)

1. COMPANY-REPRESENTATIVE RELATIONSHIP

Each of Americo Financial Life and Annuity Insurance Company, Great Southern Life Insurance Company, The Ohio State Life Insurance Company, and any other companies as may be designated from time to time, (individually and collectively, the Company, we, us or our) appoints you as its agent/broker (Agent, you or your) to represent us in connection with our life insurance, annuities, riders and other contracts (our policies), in accordance with this AGREEMENT. You may be appointed by any of the Companies upon acceptance by an authorized representative of the companies. Americo Financial Life and Annuity Insurance Company, The College Life Insurance Company of America, Great Southern Life Insurance Company, and The Ohio State Life Insurance Company, however, are separate companies. Your right to do business in any state is contingent upon your being licensed and actually appointed by the Company in that state. You are deemed to have a separate contract enforceable by and against each of the Companies by whom you are appointed. Reference to "the Company" herein means the applicable appointing company(s). This Agreement supersedes any prior contracts or agreements between you and any of the Companies named above.

2. AGENT RIGHTS AND RESPONSIBILITIES

- a. **INDEPENDENCE.** As an independent contractor, you are free to exercise your discretion and judgment as to time, place, and means of performing all acts hereunder. Nothing in this AGREEMENT is intended to create a relationship of employer and employee between you and the Company.
- b. **TERRITORY.** You have no exclusive territories. Your territory is any state in which both you and the Company are authorized to do business.
- c. **AUTHORITY.** We authorize you, subject to the provisions of this AGREEMENT:
 1. to solicit applications for policies described in the SCHEDULE OF COMMISSIONS and promptly to forward the applications to the Company for consideration,
 2. to collect the full initial premium in a form payable directly to the Company for policies to be issued and promptly to submit all premium collected to the Company,
 3. to deliver policies in accordance with any and all applicable state and/or federal laws as well as any delivery requirements of the Company on a timely basis, and
 4. to make reasonable efforts to maintain the Company's policies in force and to provide reasonable assistance to the Company's policyholders.
- d. **COMMISSIONS.**
 1. **Agent's Commissions.** We will pay you, as full compensation for all services rendered and expenses incurred by you, first year and any applicable renewal commissions, at the rates provided and subject to the terms and conditions contained in the SCHEDULE OF COMMISSIONS, provided to you from time to time by your Independent Marketing Organization. The SCHEDULE OF COMMISSIONS may be changed, effective upon notice to you by your Independent Marketing Organization or the Company and any subsequent applications solicited by you shall be affected by such change. These commissions will accrue on premiums paid in cash to us for policies issued from applications procured by you while this AGREEMENT is in effect. Commissions will continue to be paid until the total commissions earned annually amount to less than \$500.00, at which point no further commissions will be due or payable. Any compensation payable will be subject to the minimum amounts in place from time to time by the Company.
 2. **General Agent's (agents with downline hierarchy) and Independent Marketing Organizations (IMO) Commissions.** The Company will directly pay commissions to your agents according to the applicable Agreement and SCHEDULE OF COMMISSIONS. By making such payments, the Company will discharge our obligations to you and your agents to the extent of such payments. To the extent commissions vest under this AGREEMENT and the Agent Agreements of your agents, there will be no reversion to you of commissions due your agents. All override commissions due you on policies sold by your agents prior to the date of termination will become non-vested if your AGREEMENT is terminated for cause. Commissions will continue to be paid until the total commissions earned annually amount to less than \$500.00, at which point no further commissions will be due or payable. Any compensation payable will be subject to the minimum amounts in place from time to time by the Company.
 3. We reserve the right to withhold compensation at any time pending any investigation of you by the Company or any governmental agency or authority for alleged improper conduct until such time as such investigation has been concluded. This provision shall not affect our ability otherwise to terminate this Agreement pursuant to its Termination provisions.

4. Agent, General Agent, and IMO's may designate and change beneficiaries to receive commissions, fees, and other compensation payable to the agent that have not been paid at the time of his/her death under this Agreement. Any beneficiary designation shall be effective upon receipt of a request satisfactory to Company. If no beneficiary designation is in effect at the death of Agent, commissions, fees and other compensation payable to the Agent that have not been paid at time of death shall be paid to the executors or administrators, if identified, or escheated to the state. The rights of any beneficiary, whenever designated, shall be subject to the rights of any assignee of this Agreement, including the Company, and no such assignment shall require the consent of any beneficiary. This section shall survive the termination of this Agreement.
 - e. **LICENSING.** You are responsible for all initial licensing fees and all applicable license renewal fees. We will pay the fee for your initial resident appointment. You will bear the cost of any nonresident appointment fees.
 - f. **OTHER EXPENSES.** The Company will provide you with application forms, medical examination forms and the various papers necessary to write and service policies. You will be responsible for all other business expenses.
 - g. **ADVERTISING AND SALES PROMOTION.** We will furnish to you all advertising materials, circulars and other Company printed sales material. We will consider your suggestions for specialized solicitation material, but none may be used without our prior written approval. You will, at all times, comply with applicable state laws and regulations
 - h. **REGULAR STATEMENTS.** On a prompt and timely basis, we will make available to you statements of your earnings, commission advances, charges and reductions or repayments of indebtedness, in accordance with Section 2.j. The Company must be notified in writing of any disputed amounts or transactions within ninety (90) days of the transaction date. No amounts or transactions may be disputed more than ninety (90) days after the transaction date.
 - i. **MONEY LAUNDERING.** We are in compliance with United States laws concerning fraud and money laundering. We expect you to be aware of those laws relating to money laundering, and to comply with them as well. Such laws include, but are not limited to, the International Money Laundering Abatement and Anti-Terrorism Financing Act of 2001 (Title III of the USA PATRIOT Act). We expect you to adhere to the Company's Anti-Money Laundering (AML) guidelines; gather the necessary information needed to confirm the identity of applicants for the Company's products; complete the AML training required by the Company and immediately report suspected AML-related activity to the Company's AML officer.
 - j. **COMMUNICATIONS.** As a condition of the authority granted hereunder, you shall adhere to all policies, procedures and instructions related to the selling of insurance on the Company's behalf that are communicated to you or otherwise made available to you by the Company, from time to time, in any manner or medium, no matter how labeled or transmitted. In the event that you opt out or do not avail yourself of any of the Company's forms of communication, you will be deemed to have received any Company communication made in that form, whether actually received or not, and will be responsible for complying with the contents of same.
 - k. **GENERAL AGENTS AND INDEPENDENT MARKETING ORGANIZATIONS RIGHTS AND RESPONSIBILITIES.** You have the following additional rights and responsibilities to:
 1. solicit applications for policies described in the SCHEDULE OF COMMISSIONS through your agents appointed with our approval,
 2. recruit agents to solicit applications for policies,
 3. exercise proper supervision to assure the faithful performance by your agents of their Agent Agreements,
 4. provide training and support to your agents, and
 5. repay in full amounts owed the Company by your agents upon demand by the Company. You are responsible for collecting from your agents.
- 3. COMPANY RIGHTS AND RESPONSIBILITIES**
- a. **RESERVATION OF AUTHORITY.** The Company reserves and retains the exclusive authority to, and your authority does not permit you to:
 1. make, alter or discharge any contract to which the Company is a party,
 2. waive or modify any terms, rates, conditions or limitations of any policy,
 3. approve evidence of insurability, or bind or commit the Company on any risk, or in any manner except as outlined in the Conditional Receipt,
 4. deliver any policy where the health of the proposed insured at the time of the delivery is other than as stated in the application for insurance,
 5. collect any premiums after the initial premium without prior written approval from the Company,
 6. extend the time for any premium payment, or reinstate any lapsed policy,
 7. adjust or settle any claim, unless specifically directed by the Company,
 8. solicit applications in any state or jurisdiction without a valid insurance license for such solicitation,
 9. enter into any legal proceedings pertaining to the Company's business, except as noted in paragraph 4.e.
 10. exercise any authority on our behalf, other than as authorized by paragraph 2.,
 11. publish or circulate any advertisements, sales literature, illustrations or other printed materials referring to the Company or its products or officers without the company's prior written consent,

12. incur any expenses in our name, without prior written approval, and
13. approve or disapprove any of your agents. The Company's approval will be evidenced by our entering into an Agent Agreement with each of your agents.

- b. RESERVATION OF RIGHTS.** With reasonable notice to you we specifically reserve the right to:
1. discontinue or withdraw any policy from any state,
 2. modify or amend any policy or its premium rates,
 3. determine maximum and minimum limits on any policy,
 4. modify or change the conditions or terms under which any policy may be offered,
 5. implement and modify any rules and regulations of the Company,
 6. cease doing business in any state or geographically defined area,
 7. modify any SCHEDULE OF COMMISSIONS,
 8. make periodic revisions to this AGREEMENT and addendum or addenda thereto.
 9. terminate any of your agents, according to the applicable provisions of the Agent Agreements,
 10. assess you or your agents' unpaid charges, fees and other amounts as specified in our Agent Agreement and our rules and regulations, and
 11. demand repayment of any indebtedness to the Company by you or your agents at any time.
- c. SECURED OBLIGATIONS.** In order to secure the full and prompt payment of any and all indebtedness due from you or your agents to us or guaranteed by you, the Company will have a security interest and first lien on any monies due at any time under the SCHEDULE OF COMMISSIONS or any applicable addendum. In addition to any statutory or other legal basis, the Company will have the right of offset and, at any time, may deduct from any monies, or other rights due you, such indebtedness together with interest at the maximum rate allowed by the law of your state and any attorneys' fees and collection costs incurred by us. Any compensation due to you from any of our companies listed in Paragraph 1 above is subject to a similar security interest and may be offset against any indebtedness owed by you to any of our companies listed in Paragraph 1.
- d. INDEBTEDNESS.** In accordance with the terms of this AGREEMENT, you are responsible for your debt and the indebtedness of your agents. Agents include, but are not limited to, all agents and/or entities in any of your downlines or hierarchies under any agent code from which you receive commissions, overrides or any compensation or are a principal or owner. Upon termination of this AGREEMENT for any reason, the entire amount of all monies due from you, and any and all of your agents, will be immediately due and payable on demand, and you are responsible for assuring that the debt is repaid in full. This does not waive the Company's right to request payment on demand of any indebtedness, at any time, that is due and payable to the Company. Monies due to you that are subject to offset include, but are not limited to, commissions, overrides, any compensation that is payable to you by anyone in any of your hierarchies. Additionally, you authorize the Company to offset against any and all sources of compensation which may include other agent codes that are payable to you or entities for which you are the principal or owner.
- You hereby agree that if you are terminated for indebtedness you will immediately become non-vested and any compensation in any form, present or future, is no longer due or payable to you.
- The Company hereby reserves the right (and you hereby consent) to charge interest on any indebtedness outstanding longer than sixty (60) days.
- e. RULES AND REGULATIONS.** The Company has the right to make and modify rules and regulations governing the issuance of its policies, the administration of this AGREEMENT and such other matters as the Company deems appropriate to further define the responsibilities and obligations of the parties. We will promptly provide you with such rules and regulations and any modifications.
- f. MATERIALS AND RECORDS.** All materials and their content which we provide you or, approve for your use or any other information pertaining to our products, will remain our sole and exclusive property, and will be used only in the solicitation of applications for Company policies and may not be used for any other purpose without our prior written approval. Upon termination of this AGREEMENT, or at any time instructed by the Company to do so, you will destroy all materials in any way related to the Company or its products including, but not limited to, Confidential and Proprietary materials, materials bearing the Company's name or logo such as forms, letterhead, and business cards, etc.
- g. ASSIGNMENT.** No assignment of this AGREEMENT or of any compensation due or to become due will be valid unless approved in advance in writing by the Company. Any assignment will be subject to the first lien and right of offset of the Company under paragraph 3.c., above.
- h. AUDIT.** Your accounts, ledgers, correspondence and other records pertaining to this AGREEMENT shall, at all times, be open to inspection and audit by authorized representatives of the Company or any of its reinsurers, regardless of any termination of this AGREEMENT.

- i. **PRIVACY SAFEGUARDS.** You will read, accept and abide by the terms and conditions of the privacy statements and policies set forth on the Company's website. You will use, store and access policyholder information in full compliance with any applicable state and/or federal laws, regulations, rules or standards. If you discover that a third party has obtained unauthorized access to policyholder information you will notify the Company of such breach. You will reasonably assist Company in investigating and assessing the extent and nature of the breach.

4. RIGHTS AND RESPONSIBILITIES OF BOTH PARTIES

- a. **RECORDS.** Both parties will keep proper records, as necessary, relating to the business transacted under this AGREEMENT. Both parties reserve the right, during regular business hours, to review and make copies of these records. Upon request, both parties will account for all business materials relating to the other party's business.
- b. **CONDUCT OF BUSINESS.** Both parties will conduct their activities as authorized and contemplated by this AGREEMENT in accordance with applicable laws and regulations. Both parties agree to treat each other on a fair and equitable basis in all dealings.
- c. **SUPERVISION.** You will supervise your employees and agents who solicit and process applications for our insurance policies as provided in this AGREEMENT and will cause them to comply with all rules, regulations, and obligations imposed on you. The Company agrees to treat them as fairly and equitably as we treat you.
- d. **INDEMNIFICATION.**
 1. You shall defend, indemnify, protect, and hold Company harmless from and against any and all liability for claims, suits, regulatory or administrative proceedings and investigations, losses, damages, costs, penalties and expenses, including court costs and reasonable attorneys' fees related thereto, arising out of or incurred by reason of the breach of this Agreement by, or any actual or alleged negligent or intentional act, error or omission on the part of you, your Agents, anyone in your downline or hierarchy or others acting on your behalf in placing business pursuant to or carrying out the terms of this Agreement, except to the extent such act, error or omission was expressly and knowingly authorized, concurred in, or ratified by the Company. Your indemnification obligation includes all costs, expenses and attorneys' fees incurred by Company to enforce this indemnity obligation.
 2. The Company shall defend, indemnify, protect, and hold you harmless from and against any and all liability for claims, suits, regulatory or administrative proceedings and investigations, losses, damages, costs, penalties and expenses, including court costs and reasonable attorneys' fees related thereto, arising out of or incurred by reason of the breach of this Agreement by, or any actual or alleged negligent or intentional act error or omission on the part of, the Company or others acting on Company's behalf in the placement of business pursuant to or carrying out the terms and conditions of this Agreement, except to the extent such act, error or omission was expressly and knowingly authorized, concurred in, or ratified by you. Company's indemnification obligation includes all costs, expenses and attorneys' fees incurred by Agency to enforce this indemnity obligation.
- e. **COOPERATION.** Both parties will fully cooperate with each other in any state or federal regulatory investigations or proceedings, any matters of litigation, or any matters pertaining to policyholders, customers, claimants, or agents of the Company, to the extent that they are related to matters pertaining to this AGREEMENT.
- f. **SERVICE.** Both parties will provide prompt and professional service to our policyholders. By accepting compensation for the policies sold, you acknowledge that the actual policies sold and in force are the property of the Company. As such, you will not take any actions that suggest to, or encourage the policyholder to, surrender, lapse, or replace the policy or to cease premium payments. Any such activity gives us the right to terminate this AGREEMENT for cause. Such termination shall not be considered a waiver of the Company's right to seek damages arising from your conduct.
- g. **ORAL REPRESENTATIONS.** Both parties confirm that no oral promises or representations exist which are not included in this AGREEMENT.
- h. **CONTRACT RIGHTS.** Both parties recognize the rights of Independent Marketing Organizations and General Agents to all of their contracted agents, provided that such contracted agents have written new business for the Company during the six-month period immediately preceding a request to transfer the agent to another Independent Marketing Organization or General Agent. If agents contracted by an Independent Marketing Organization or General Agent have written new business for the Company during the six-month period immediately preceding a request to transfer the agent to another Independent Marketing Organization or General Agent, no transfer will be allowed without the prior written release by the current Independent Marketing Organization and General Agent. A written release is mandatory of any agent that has written new business during the six-month period immediately preceding a request to transfer or any agent requesting a transfer within the first six months of having executed an Agent Agreement with the Company. Execution of an Agent Agreement includes execution of a written Agent Agreement or agreement to the terms and conditions of the Company's Agent On-Boarding process.
Any debt that may exist at the time of such transfer and/or be incurred on business written under the prior Independent Marketing Organization but created after the transfer, shall transfer with the agent, and the new Independent Marketing Organization shall bear liability for such indebtedness.

- i. TERMINATION WITHOUT CAUSE.** Termination under this clause will not impair any contractual rights to commissions under the terms of the SCHEDULE OF COMMISSIONS. This AGREEMENT may be terminated without cause as follows:
1. by either party giving written notice, mailed or delivered to the other party's last known address within the timeframe required by the law of your state. In the absence of any statutory requirement to the contrary, termination shall be effective upon the date of the written notice of termination,
 2. upon your failure to provide us with a current resident mailing address, whether or not required by state law,
 3. upon your failure to produce an adequate volume of business, or to maintain an in-force persistency or policy placement rate acceptable to the Company.
- j. AUTOMATIC TERMINATION.** Termination under this clause will not impair any contractual rights to commissions under the terms of the SCHEDULE OF COMMISSIONS. This AGREEMENT will automatically be terminated as follows:
1. when you die, file for bankruptcy, or give an assignment for the benefit of creditors, if you are an individual,
 2. upon the dissolution, bankruptcy, insolvency or assignment for the benefit of creditors, if you are a partnership or corporation,
 3. upon the death of one or more partners, if you are a partnership,
 4. upon your failure to acquire or continuously maintain all licenses required by law,
 5. upon the termination of the Agent Agreement of your General Agent or Independent Marketing Organization,
- k. TERMINATION FOR CAUSE.** This AGREEMENT may be terminated for cause as follows, if you:
1. withhold any funds, commissions, overrides or any other compensation payable that rightfully should have been transmitted to an agent of the Company,
 2. withhold any premium, receipts, documents, correspondence, or any other funds that rightfully should have been transmitted to the Company,
 3. fail to promptly return any property belonging to us when requested to do so,
 4. have a final judgment of felony conviction involving dishonesty or breach of trust, or any offense under Title 18 U.S. Code, Sec. 1033,
 5. hold a license that is revoked or suspended in any state or jurisdiction,
 6. have a required bond refused or cancelled,
 7. misrepresent any of our products or services,
 8. misrepresent or omit any material information on an application for, or reinstatement of our policy,
 9. commit or attempt to commit fraud, against the Company or a policyholder,
 10. fail to comply with material terms of this AGREEMENT, or our stated rules and regulations, cause or attempt to cause employees or agents of ours to discontinue their association with the Company,
 11. cause or attempt to cause any policyholder of the Company to discontinue any policy, or discontinue contributions to any annuity contract, or
 12. falsify or alter material information provided to us, or fail to provide any material information to the Company upon request.

Upon termination for cause, you will have no further rights under this AGREEMENT to any commissions, commission overrides or other compensation otherwise payable under the terms of this AGREEMENT and the SCHEDULE OF COMMISSIONS. A termination for cause will be effective upon your conviction of a felony or any crime under Title 18 U.S. Code, Sec. 1033, or revocation of your license to sell insurance, or upon the Company sending you a written notice of termination which specifies one or more of the above reasons for termination for cause.

I. FINAL ACCOUNTING, PAYMENT OBLIGATIONS AND RECOVERY RIGHTS.

1. Upon termination of the Agent Agreement of any of your agents for cause or without cause, the entire amount of all monies due from such terminated agents, will be immediately due and payable on demand, and you will be responsible for repayment of such debt in full. Such responsibility will include the indebtedness of all agents that you receive an override on, recruit to solicit policies on behalf of the Company, or where you have guaranteed the indebtedness.
 2. Upon termination of this AGREEMENT for any reason, the entire amount of all monies due from you, and any and all of your agents, will be immediately due and payable on demand, and you are responsible for assuring that the debt is repaid in full. This does not waive the Company's right to request payment on demand of any indebtedness, at any time, that is due and payable to the Company.
 3. You have the right to recover from your agents amounts owed to you by your agents under the terms of this AGREEMENT, together with interest, all costs of collection, and attorney's fees.
- m. NON-WAIVER.** Forbearance by either party to insist upon the performance of any provisions of this AGREEMENT, at any time, or under any circumstances, will not constitute a waiver of the right to demand performance at any future time.

5. GENERAL PROVISIONS

This AGREEMENT is governed by the laws of the State of Texas. The parties hereby submit to the jurisdiction of, and waive any venue objections against, the United States District Court for the Northern District of Texas and the trial courts of the State of Texas and consent to the personal jurisdiction of such courts for purposes of this agreement. This AGREEMENT, together with the Agent/Agency Application contemporaneously submitted to the Company and the attached SCHEDULE OF COMMISSIONS and the ADDENDUM(S) applicable to this AGREEMENT, constitute the entire agreement of the parties, will be effective on the date accepted by the Company and will supersede any prior agreements, and may only be modified in writing.

CONSUMER REPORT AUTHORIZATION FORMCONSENT TO OBTAIN CONSUMER REPORTS

This notice is being provided to you by Americo Financial Life and Annuity Insurance Company ("Company") pursuant to the Fair Credit Reporting Act ("FCRA"). As used herein, "the Company" means the above-identified insurer as well as its parents, subsidiaries, affiliates, officers, employees, agents and representatives.

In connection with determining your eligibility to be appointed or sponsored as an agent of the Company, and to maintain such appointment, in one or more states, the Company will from time to time conduct background checks. Such background checks may include the ordering of "consumer reports" from a "consumer reporting agency" containing information on, among other items, your criminal and credit history. These terms are defined in the FCRA. Additional information concerning the FCRA, 15 U.S.C. § 1661 et seq., is available at the Federal Trade Commission's website (<http://www.ftc.gov>).

I hereby authorize the Company and its authorized agents to obtain consumer reports and/or investigative consumer reports in accordance with the FCRA. I further authorize any present or former employers, consumer reporting agencies, educational institutions, criminal justice agencies, departments of motor vehicles, public agencies, financial institutions, or other persons or agencies having knowledge of me to submit information, including data received from other sources, in order that my qualifications may be evaluated.

I understand that this release is valid for any future consumer report that may be requested by the Company. I hereby consent to the Company obtaining such information from time to time, as the Company, in its sole discretion, deems necessary. I further consent to the disclosure of the information to government or regulatory agencies. I also continually authorize the Company to disclose any information received as a result of its background check to my Agency or Independent Marketing Organization.

I understand and agree that the information obtained about me may be used and relied upon by the Company in assessing and evaluating my application for appointment. I hereby release the Company, its authorized agents and any person or entity which provides information pursuant to this authorization, from any and all liabilities, claims or lawsuits relating to the information obtained from any and all of the above-referenced sources, or from furnishing the same.

I acknowledge that a copy of this release may be relied upon in lieu of and shall have the same force and effect as the original. This release is valid for all federal, state, county and local agencies and authorities.

Applicant's Signature (Required)

Date (Required)

Applicant's Name (Printed)



AGENT/AGENCY APPLICATION

Applicant is: An Individual Corporation LLC Partnership

Individual Information (All applicants must complete)

52675 (11/14)

| Full Legal Name | | | |
|------------------------------|------------------------|-------------------------|-----------|
| <input type="checkbox"/> Mr. | First Name | Middle Name | Last Name |
| <input type="checkbox"/> Ms. | | | |
| Date of Birth(MM/DD/YYYY) | Social Security Number | Business E-Mail Address | |
| Business Phone | Business Fax | Cell Phone | |
| Residence Address | | | |
| Street | City | State | Zip Code |
| Mailing Address | | | |
| Street | City | State | Zip Code |

Business Entity Information (Corporation, LLC, or Partnership)

| Name and Mailing Address | | | |
|--|--------|-------|----------|
| Business Name | Tax ID | | |
| Street | City | State | Zip Code |
| Name and Title of Each Principal/Owner Including Applicant (Required for Entities) | | | |
| If additional space is required, please attach a separate sheet | | | |
| Name | Title | | |
| Name | Title | | |
| Name | Title | | |
| Name: | Title | | |

| Beneficiary Designation | | |
|--|----------------------------|------------------------|
| If you are married and reside in a community property state and name someone other than your spouse as beneficiary, payment of commissions may be delayed or disputed unless your spouse provides written authorization consenting to the beneficiary designation. | | |
| Name | Date of Birth (MM/DD/YYYY) | Social Security Number |

INDIVIDUAL BACKGROUND QUESTIONS

BACKGROUND: Violent Crime Control and Law Enforcement Act of 1994: The Violent Crime Control and Law Enforcement Act of 1994 is the largest crime bill in the history of the United States. For purposes of this application, the Crime Act of 1994 prohibits any individual who has been convicted of a criminal felony involving dishonesty or breach of trust to willfully engage in business of insurance. Acts that would exclude you from engaging in the business of insurance include, but are not necessarily limited to, (1) knowingly make false material statements in financial reports submitted to insurance regulators; (2) embezzle or misappropriate monies or funds of an insurance company; (3) make material false entries in the records of an insurance company in an effort to deceive officials of the company or regulators regarding the financial condition of the company; (4) obstruct an investigation by an insurance regulator. In addition to the foregoing, THE 1994 CRIME ACT MAKES IT A FEDERAL CRIME FOR INDIVIDUALS WHO HAVE BEEN CONVICTED OF A FELONY INVOLVING DISHONESTY, BREACH OF TRUST, OR ANY OF THE OFFENSES LISTED ABOVE TO WILLFULLY ENGAGE IN THE BUSINESS OF INSURANCE. Willfully engaging in the business of insurance includes acting as an insurance agent. Penalties for violating the 1994 Crime Act include civil fines up to \$50,000 and imprisonment up to 15 years. IT IS YOUR RESPONSIBILITY TO KNOW IF YOU HAVE A CRIMINAL CONVICTION THAT PLACES YOU IN VIOLATION OF THE 1994 CRIME ACT, AND TO REPORT SUCH CONVICTIONS TO AMERICO.

- 1.) Will you be in violation of the 1994 Crime Act if you act as an insurance agent?
2.) Did you file a 1033 form in any state due to felony charges covered by 18USC 1033?
If so, did you gain consent to write?
3.) Have you ever filed bankruptcy?

If you are applying as an Entity skip the below questions and move to page 3

- 4.) Are you currently charged with or have you ever been convicted of a crime, including felony, misdemeanor, or military offense?
5.) Do you have any outstanding debt(s) with any insurance company (ies)?
If "Yes", please provide: Name: Amount: Relationship:
6.) Do you currently have a state, federal or any taxing authority tax lien?
7.) Do you have any outstanding civil judgments?
8.) Have you ever been refused a bond or had a bond cancelled?
9.) Have you ever been named or involved as a party in an administrative proceeding including but not limited to FINRA sanctions or arbitration proceeding regarding any professional or occupational license or registrations? Includes State Insurance Department investigations, license suspensions, revocations, or administrative fines.

If you answered "Yes" to any questions, please attach a signed written explanation with all relevant information and supporting documents (e.g. Official Court Records, Repayment Agreements and corresponding receipts).

To aid in expediting your application, please provide the following additional documentation for "yes" responses to the below questions. Failure to provide a signed explanation and supporting documentation will delay contracting.

- Questions 1 and 2: Along with the written explanation, you must attach a copy of the 1033 consent from your home state.
Question 3: If satisfied, disposed of or discharged, provide court documentation and/or 6 months repayment history
Question 5: Provide 6 months proof of repayment.
Question 6: Provide 6 months proof of repayment from taxing authority
Question 9: Attach:

- a) a written statement identifying the type of license, all parties involved (including their percentage of ownership, if any) and explaining the circumstances of each incident.
b) a copy of the Notice of Hearing or other document that states the charges and allegations, and
c) a copy of the official document which demonstrates the resolution of the charges or any final judgments

BUSINESS ENTITY BACKGROUND QUESTIONS

(Required for all Entities)

BACKGROUND: Violent Crime Control and Law Enforcement Act of 1994: The Violent Crime Control and Law Enforcement Act of 1994 is the largest crime bill in the history of the United States. For purposes of this application, the Crime Act of 1994 prohibits any individual who has been convicted of a criminal felony involving dishonesty or breach of trust to willfully engage in business of insurance. Acts that would exclude you from engaging in the business of insurance include, but are not necessarily limited to, (1) knowingly make false material statements in financial reports submitted to insurance regulators; (2) embezzle or misappropriate monies or funds of an insurance company; (3) make material false entries in the records of an insurance company in an effort to deceive officials of the company or regulators regarding the financial condition of the company; (4) obstruct an investigation by an insurance regulator. In addition to the foregoing, **THE 1994 CRIME ACT MAKES IT A FEDERAL CRIME FOR INDIVIDUALS WHO HAVE BEEN CONVICTED OF A FELONY INVOLVING DISHONESTY, BREACH OF TRUST, OR ANY OF THE OFFENSES LISTED ABOVE TO WILLFULLY ENGAGE IN THE BUSINESS OF INSURANCE.** Willfully engaging in the business of insurance includes acting as an insurance agent. Penalties for violating the 1994 Crime Act include civil fines up to \$50,000 and imprisonment up to 15 years. **IT IS YOUR RESPONSIBILITY TO KNOW IF YOU HAVE A CRIMINAL CONVICTION THAT PLACES YOU IN VIOLATION OF THE 1994 CRIME ACT, AND TO REPORT SUCH CONVICTIONS TO AMERICO.**

| | Yes | No |
|--|--------------------------|--------------------------|
| 1.) Is the Business Entity or any Owner, Partner, Officer or Director of the Business Entity, or Member or Manager of a Limited Liability Company currently being charged with or has ever been convicted of a crime, including felony, misdemeanor, or military offense? | <input type="checkbox"/> | <input type="checkbox"/> |
| <i>Convicted includes a guilty verdict, withdrawn plea, probation, nolo contendere plea, suspended sentences, or fines. You may exclude traffic citations and juvenile offenses.</i> | | |
| 2.) Does the Business Entity or any Owner, Partner, Officer or Director of the Business Entity, or Member or Manager of a Limited Liability Company have any outstanding debt(s) with any insurance company (ies)? | <input type="checkbox"/> | <input type="checkbox"/> |
| If "Yes", please provide: Name: _____ Amount: _____ Relationship: _____ | | |
| 3.) Has the Business Entity or any Owner, Partner, Officer or Director of the Business Entity, or Member or Manager of a Limited Liability Company, ever been subject to a bankruptcy proceeding? (Do not include personal bankruptcies, unless they involve funds held on behalf of others.) | <input type="checkbox"/> | <input type="checkbox"/> |
| 4.) Does the Business Entity or any Owner, Partner, Officer or Director of the Business Entity, or Member or Manager of a Limited Liability Company currently have a state, federal or any taxing authority tax lien? | <input type="checkbox"/> | <input type="checkbox"/> |
| 5.) Does the Business Entity or any Owner, Partner, Officer or Director of the Business Entity, or Member or Manager of a Limited Liability Company have any outstanding civil judgments? | <input type="checkbox"/> | <input type="checkbox"/> |
| 6.) Has the Business Entity or any Owner, Partner, Officer or Director of the Business Entity, or Member or Manager of a Limited Liability Company ever been refused a bond or had a bond cancelled (other than for non-payment)?..... | <input type="checkbox"/> | <input type="checkbox"/> |
| 7.) Has the Business Entity or any Owner, Partner, Officer or Director of the Business Entity, or Member or Manager of a Limited Liability Company ever been named or involved as a party in an administrative proceeding including but not limited to FINRA sanctions or arbitration proceeding regarding any professional or occupational license, or registrations? Includes State Insurance Department investigations, license suspensions, revocations, or administrative fines. | <input type="checkbox"/> | <input type="checkbox"/> |
| <i>"Involved" means having a license censured, suspended, revoked, canceled, terminated; or, being assessed a fine, a cease and desist order, a prohibition order, a compliance order, placed on probation, sanctioned or surrendering a license to resolve administrative action. "Involved" also means being named as a party to an administrative or arbitration proceeding, which is related to a professional or occupational license or registration. "Involved" also means having a license application denied or the act of withdrawing an application to avoid a denial. You may EXCLUDE terminations due solely to noncompliance with continuing education requirements or failure to pay a renewal fee.</i> | | |

If you answered "yes" to any questions, please attach a signed written explanation with all relevant information and supporting documents (e.g. Official Court Records, Repayment Agreements and corresponding receipts).

To aid in expediting your application, please provide the following additional documentation for "yes" responses to the below questions.

Failure to provide a signed explanation and supporting documentation will delay contracting.

Question 2: Provide 6 month's proof of repayment.

Question 3: If satisfied, disposed of or discharged, provide court documentation and/or 6 months repayment history

Question 4: Provide 6 months proof of repayment from taxing authority

Question 7: Attach:

- a) a written statement identifying the type of license, all parties involved (including their percentage of ownership, if any) and explaining the circumstances of each incident.
- b) a copy of the Notice of Hearing or other document that states the charges and allegations, and a copy of the official document which demonstrates the resolution of the charges or any final judgments.

LICENSES

Non-resident appointment fees will be deducted directly from your commissions upon our acceptance of the contract or once the first piece of business has been submitted, depending on the state's appointment regulations.

I plan to write business in the following states and would like to be appointed in accordance with the states requirements.

- | | | | | |
|---|--|---|---|--|
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Hawaii | <input type="checkbox"/> Michigan | <input type="checkbox"/> North Dakota | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Idaho | <input type="checkbox"/> Minnesota | <input type="checkbox"/> Ohio | <input type="checkbox"/> Washington |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> Illinois | <input type="checkbox"/> Mississippi | <input type="checkbox"/> Oklahoma | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> Indiana | <input type="checkbox"/> Missouri | <input type="checkbox"/> Oregon | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> California | <input type="checkbox"/> Iowa | <input type="checkbox"/> Montana | <input type="checkbox"/> Pennsylvania | <input type="checkbox"/> Wyoming |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> Kansas | <input type="checkbox"/> Nebraska | <input type="checkbox"/> Rhode Island | |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> Kentucky | <input type="checkbox"/> Nevada | <input type="checkbox"/> South Carolina | |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> Louisiana | <input type="checkbox"/> New Hampshire | <input type="checkbox"/> South Dakota | |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Maine | <input type="checkbox"/> New Jersey | <input type="checkbox"/> Tennessee | |
| <input type="checkbox"/> Florida | <input type="checkbox"/> Maryland | <input type="checkbox"/> New Mexico | <input type="checkbox"/> Texas | |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> Massachusetts | <input type="checkbox"/> North Carolina | <input type="checkbox"/> Utah | |

If you hold a non-resident license in Florida and plan to physically solicit in any Florida county, you must indicate those counties below, as an appointment is required. Americo will pay the fee for the county appointment.

- | | | | |
|---|--|--|--|
| <input type="checkbox"/> Alachua County | <input type="checkbox"/> Franklin County | <input type="checkbox"/> Lee County | <input type="checkbox"/> Pinellas County |
| <input type="checkbox"/> Baker County | <input type="checkbox"/> Gadsden County | <input type="checkbox"/> Leon County | <input type="checkbox"/> Polk County |
| <input type="checkbox"/> Bay County | <input type="checkbox"/> Gilchrist County | <input type="checkbox"/> Levy County | <input type="checkbox"/> Putnam County |
| <input type="checkbox"/> Bradford County | <input type="checkbox"/> Glades County | <input type="checkbox"/> Liberty County | <input type="checkbox"/> Santa Rosa County |
| <input type="checkbox"/> Brevard County | <input type="checkbox"/> Gulf County | <input type="checkbox"/> Madison County | <input type="checkbox"/> Sarasota County |
| <input type="checkbox"/> Broward County | <input type="checkbox"/> Hamilton County | <input type="checkbox"/> Manatee County | <input type="checkbox"/> Seminole County |
| <input type="checkbox"/> Calhoun County | <input type="checkbox"/> Hardee County | <input type="checkbox"/> Marion County | <input type="checkbox"/> St. Johns County |
| <input type="checkbox"/> Charlotte County | <input type="checkbox"/> Hendry County | <input type="checkbox"/> Martin County | <input type="checkbox"/> St. Lucie County |
| <input type="checkbox"/> Citrus County | <input type="checkbox"/> Hernando County | <input type="checkbox"/> Miami-Dade County | <input type="checkbox"/> Sumter County |
| <input type="checkbox"/> Clay County | <input type="checkbox"/> Highlands County | <input type="checkbox"/> Monroe County | <input type="checkbox"/> Suwannee County |
| <input type="checkbox"/> Collier County | <input type="checkbox"/> Hillsborough County | <input type="checkbox"/> Nassau County | <input type="checkbox"/> Taylor County |
| <input type="checkbox"/> Columbia County | <input type="checkbox"/> Holmes County | <input type="checkbox"/> Okaloosa County | <input type="checkbox"/> Union County |
| <input type="checkbox"/> DeSoto County | <input type="checkbox"/> Indian River County | <input type="checkbox"/> Okeechobee County | <input type="checkbox"/> Volusia County |
| <input type="checkbox"/> Dixie County | <input type="checkbox"/> Jackson County | <input type="checkbox"/> Orange County | <input type="checkbox"/> Wakulla County |
| <input type="checkbox"/> Duval County | <input type="checkbox"/> Jefferson County | <input type="checkbox"/> Osceola County | <input type="checkbox"/> Walton County |
| <input type="checkbox"/> Escambia County | <input type="checkbox"/> Lafayette County | <input type="checkbox"/> Palm Beach County | <input type="checkbox"/> Washington County |
| <input type="checkbox"/> Flagler County | <input type="checkbox"/> Lake County | <input type="checkbox"/> Pasco County | |

AUTHORIZATION FOR ELECTRONIC FUNDS TRANSFER (DIRECT DEPOSIT)

Commissions are sent daily (default), weekly, or monthly through Electronic Funds Transfer into your bank account.

I hereby authorize the Company to pay my commissions by depositing my commissions through Electronic Funds Transfer and to initiate, if necessary, adjustments involving errors to the deposits, but only to the extent of the errors, in the account indicated below. The undersigned also authorizes the depository named below, (the "Depository") to accept such deposits and make any requested adjustments to such account as instructed by the Company. It is agreed that these deposits may be made electronically and under the Rules of the Mid-America Automated Clearing House Association. This authority is to remain in full force and effect until the Company has received written notification from me of its termination, allowing the Company enough time to act on it.

Please complete all information.

| | |
|--------------------------------------|--|
| Account Holder's Name (please print) | Applicant's preferred pay frequency: <input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly |
| Routing Number | Account Number |

Please include one of the following:

Voided check for checking account (or)

Deposit slip for savings account (or)

- must indicate account number
- note that routing number on the deposit slip is not the bank routing number needed to transmit a deposit, please confirm routing number with your bank and write above
- verify that the numbers are the same as on your account as these sometimes differ

Bank routing and account numbers on financial institutions letterhead

Tape voided check or deposit slip here.

Request for Taxpayer Identification Number and Certification

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

| | | |
|---|---|--|
| Print or type See Specific Instructions on page 2. | 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. | |
| | 2 Business name/disregarded entity name, if different from above | |
| | 3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member 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 FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i> |
| | 5 Address (number, street, and apt. or suite no.) | 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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 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 on page 3.

| | | |
|------------------|----------------------------|--------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS 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-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), 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.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

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. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. 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?* on page 2 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).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following persons must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

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

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, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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 his or her 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 his or her 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 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include 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 Part II instructions on page 3 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 under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 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 no longer are 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, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **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. 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 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** 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.

d. **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. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity 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, "Business name/disregarded entity name." 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, you may enter it on line 2.

Line 3

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

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in 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 in 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 possession, 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 possession
- 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
- 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 Income, 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) written or printed 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 possession, 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.

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 individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 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 1-800-772-1213. 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/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will 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.

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 items 1, 4, or 5 below indicate 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), 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) | The actual owner of the account or, if combined funds, the first individual on the account ¹ |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor ² |
| 4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law | The grantor-trustee ¹ The actual owner ¹ |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner ³ |
| 6. Grantor trust filing under Optional Form 1099 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: |
| 7. Disregarded entity not owned by an individual | The owner |
| 8. A valid trust, estate, or pension trust | Legal entity ⁴ |
| 9. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 10. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 11. Partnership or multi-member LLC | The partnership |
| 12. A broker or registered nominee | The broker or nominee |
| 13. 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 |
| 14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (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 and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. 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.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

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 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 credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system 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 1-877-777-4778 or TTY/TDD 1-800-829-4059.

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 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov 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 possessions for use in administering their laws. The information also may 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, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

REPRESENTATIONS AND AGREEMENTS

- I can solicit business only in states where I am licensed.
- I will not solicit business in states that prohibit solicitation prior to my appointment.
- As a general rule, it is not acceptable for me to make a solicitation anywhere other than in the resident state of the applicant.
- Premium checks will be payable to and sent directly to the Company. No premium checks will be deposited to a personal or business account. Money orders will not be accepted for initial premium.
- I will represent all policies according to their applicable provisions, including any illustration of values and benefits. Full disclosure will be made regarding all policy features and conditions relevant to the receipt of benefits.
- I will abide by all rules and regulations of the Company, which may be subject to change at any time.
- I understand that I must complete Anti-Money Laundering Training on the LIMRA web site and I also understand that Amerigo requires me to renew my certification every 2 years. Policies falling under the Anti-Money Laundering Training requirements will not be issued unless the initial and renewal training requirements have been fully met.
- If I am convicted of or plead guilty to any felony involving dishonesty or breach of trust, or any offense under Title 18 U.S. Code Sec. 1033, or am required to file under any sex offender registration law of any state, I will immediately report it to the Company.

TAXPAYER IDENTIFICATION CERTIFICATION

1. Under penalties of perjury, I certify that I am a US citizen or other US person, and that the number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me).
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.*
3. I am exempt from FATCA (Foreign Account Tax Compliance Act) reporting.

*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 failed to report all interest or dividends on your tax return.

“The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.”

E&O COVERAGE

By signing this application, you acknowledge that you are responsible for maintaining, and agree to maintain, E&O liability coverage of not less than \$1 million at the time any business is written on behalf of the company, during the term of this Agent Agreement and for a period of two years after the Agreement is terminated. Your certificate must indicate coverage for any line of business you sell. (i.e. Life, annuity)

| Carrier Name | Coverage Amount (min. \$1 million) | Policy Number | Expiration Date |
|--------------|------------------------------------|---------------|-----------------|
| | | | |

AGENT'S DECLARATION AND AUTHORIZATION

- It is understood that I will be responsible for any and all commission chargebacks to my account and to the accounts of any other agents on whose production I receive a commission override. Should litigation be necessary to collect any debit balance, reasonable attorney fees and collection costs plus interest at the highest rate allowable by state law may also be awarded to the Company.
- I am fully aware and understand that as a licensed insurance agent it is my responsibility to completely understand the products and companies I represent and to properly solicit these products to consumers in accordance with insurance solicitation laws and consumer protection laws within the state(s) where I hold a resident and/or non-resident license.

I hereby certify that I have truthfully answered the questions above. I further certify that in answering the questions above I have exercised due diligence in researching all answers provided, including, but not limited to, examining whether I have any criminal convictions that place me on violation of the 1994 Crimes Act. The information is to the best of my knowledge and belief accurate Statements of Fact. I further understand that if any material information given in this application is found to be incorrect or incomplete, it will be grounds for termination at the Company's discretion, and grounds for any state, federal, contractual or other remedies the Company may have available to it. I understand and agree to the terms of that document known as the Agent Agreement with Amerigo Life, Inc. Affiliates, (form No. SMC-010100), which is incorporated into and made a part hereof by this reference, and agree that all obligations imposed thereunder shall survive the termination of such Agent Agreement. If you are signing on behalf of a General Agency or Independent Marketing Organization, by signing this Agent Agreement, you agree that you are a duly authorized principal for your General Agency or Independent Marketing Organization, and that you have authority to sign and bind your General Agency or Independent Marketing Organization to the terms set forth herein, and that your signature authorizes the disclosure of the requested information.

Applicant's Signature (Required)

Date (Required)

Applicant's Name (Printed)