

# PRODUCER HISTORY

## 1. WRITING AGREEMENT

*Please Print in Black Ink*

|  |                      |                              |  |  |
|--|----------------------|------------------------------|--|--|
| Agency/Agent   |                      | Sex                          | Date of Birth                                      | City, State of Birth (PR Only)   |
| <b>Corporate Contracting Information:</b> Corporate Name (as printed on insurance license) |                      |                              | Your position in corporation (must be a principal) |  |
| Residence Address  |                      | City, State, Zip             |  | County   |
| Business Address   |                      | City, State, Zip             |  | Send all mail to:<br><input type="checkbox"/> Business <input type="checkbox"/> Home |
| Residence Phone  | Business Phone       | E-mail Address               |  |  |
| Agency Tax Payer Identification Number   |                      | Agent Social Security Number |  | Drivers License (State & Number)   |
| Resident License State   | Resident License No. | Non-Resident License States  |  |  |

## 2. CONTRACTING QUESTIONS

- a. Have you ever been appointed with American-Amicable Life Insurance Company of Texas, IA American Life Insurance Company, Pioneer American Insurance Company, Pioneer Security Life Insurance Company or Occidental Life Insurance Company of North Carolina? .....  Yes  No
- b. To your knowledge, are you presently the subject of any investigation or proceeding by any insurance, securities, or commodities agency, jurisdiction, or organization? .....  Yes  No
- c. Are you now or have you ever been a defendant in any litigation alleging the violation of any agreement with or provision of any insurance securities or commodities law or regulation? .....  Yes  No
- d. Has any insurance company within the past 10 years canceled any contract with you for any reason other than the nonproduction of business or at your request? .....  Yes  No
- e. Have you ever been convicted of a misdemeanor (other than a minor traffic offense), a felony or violation of 18 USC 1033?  Yes  No
  - If yes, list: Date \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_
  - If a 1033 violation, attach consent letter from appropriate Department of Insurance.
- f. Do you have any judgments or tax liens, bad debts, or collections items of any kind against you? .....  Yes  No
- g. Are you indebted to any insurance company, general agent, or manager (including debit balances)? .....  Yes  No
- h. Have you filed for bankruptcy under any bankruptcy act in the last 10 years? .....  Yes  No
- i. During the past 10 years, has any commissioner or any Department of Insurance or any stock exchange suspended, canceled, or revoked any license issued to you, fined you, or ever refused to issue or renew any such license for any reason whatsoever? .....  Yes  No
- j. Have you ever had any complaints, including but not limited to complaints with an Insurance Department or Insurance Company, filed against you? .....  Yes  No
- k. If you currently hold NASD license(s), provide series number(s) \_\_\_\_\_
- l. Have you taken the Anti-Money Laundering (AML) training course through:
 

|                                      |  |                                |                            |  |
|--------------------------------------|--|--------------------------------|----------------------------|--|
| <input type="checkbox"/> Our Company | <input type="checkbox"/> Other Company | <input type="checkbox"/> LIMRA | Date Taken: ____/____/____ | <input type="checkbox"/> Yes <input type="checkbox"/> No |
|                                      |  |                                | m m / d d / y y            |  |

If no, you **must** take the Company online AML training course located on the Company website. (See "AML Course Access Instructions" in your Contracting Kit.) **DO NOT SEND IN YOUR CONTRACT WITHOUT OUR COMPANY AML COMPLETION CERTIFICATION. (THE EXCEPTION TO THIS REQUIREMENT IS THAT IF YOU HAVE TAKEN THE LIMRA AML COURSE, YOU MAY SEND IN YOUR CONTRACT AND THE COMPANY WILL VERIFY YOUR COMPLETION OF THE AML COURSE).**

## 3. EXPLANATION - Please explain any "Yes" answers here; attach additional sheets if necessary.

This is just to advise you that your application for contract will be processed as quickly as possible. Public Law 91-508 requires that a routine inquiry may be made during our initial or subsequent processing which will provide applicable information concerning character, general reputation, criminal records, personal characteristics and mode of living. Upon written request, additional information as to the nature and scope of the inquiry, if one is made, will be provided.

\_\_\_\_\_ Date

\_\_\_\_\_ Your Signature

# AGENCY AGREEMENT

**THIS AGENCY AGREEMENT (“Agreement”) is entered into between AMERICAN-AMICABLE LIFE INSURANCE COMPANY OF TEXAS (“AATX”), Recommending Agency and the Agency identified in the Producer History (“Agency”).**

**IN WITNESS WHEREOF, and in consideration of the mutual covenants and agreements contained herein and intending to be legally bound, AATX, Recommending Agency and Agency agree as follows:**

## **SECTION I - APPOINTMENT, AUTHORITY, AND RESPONSIBILITY**

**1.1** AATX hereby appoints Agency to represent it in the sale of those insurance policies (“Policy” or collectively “Policies”) listed on the Commission Schedules as it may be amended from time to time. AATX retains the right to appoint other agencies in the same territory as Agency. Agency is authorized to solicit and supervise the solicitation and procurement of applications for Policies through recruited agencies, those sub-agencies responsible to the person or entity executing this Agency Agreement, or producers, those persons or entities executing a producer Agreement with AATX recruited and recommended to AATX by Agency (collectively, the above recruited agencies and producers shall be referred to as “Recruited Agencies”), to forward Policy applications to AATX for approval or rejection, to collect premiums, and to deliver policies as directed by AATX.

**1.2** Agency is an independent contractor. Neither Agency nor its Recruited Agencies shall have authority, other than that expressly granted herein; and no forbearance or neglect on the part of AATX shall be construed to waive any of the terms of the Agreement or to imply the existence of any authority not expressly given. Neither Agency nor its Recruited Agencies are authorized to:

- (a) make, alter, amend, waive, extend or discharge any Policy or Policy rates, conditions, or provisions;
- (b) waive or extend the time of payment of any premium due under any Policy;
- (c) waive any breach, or proposed violation, or misrepresentation on the part of any insured or proposed insured;
- (d) bind or obligate AATX to any liability except as expressly provided herein;
- (e) use any advertising, lead generation or sales materials without prior written consent of AATX;
- (f) make any endorsement or attach any instrument by way of illustration or otherwise to the policies of the Company;
- (g) receive any moneys due, or to become due, to the Company except on receipt signed by the President or Secretary of the company, without first obtaining from the Company permission in writing to do so;
- (h) incur any indebtedness in the name or on behalf of AATX.

## **SECTION 2 - LICENSING AND APPOINTMENT OF RECRUITED AGENCIES**

**2.1** Agency shall recruit and recommend qualified persons or entities for appointment as Recruited Agencies to solicit applications for Policies and shall manage, supervise and train such persons or entities. AATX shall appoint such Recruited Agencies and retains the right to refuse to appoint any person or entity as its agent and may, without notice and in its sole discretion or upon the advice of Agency, terminate the appointment of any Recruited Agency. AATX shall have the right to at any time modify or cease to issue any policy or policies, or to withdraw from any territory.

**2.2** Agency’s authority to represent AATX shall be contingent on Agency’s conforming to all rules and guidelines as may be stated in this Agreement. AATX rate books, AATX compliance manual or any other materials (the “Company Rules”) AATX provides to Agency. In addition, AATX shall comply with all federal, state or local laws, rules and regulations (the “Law and Regulations”) where AATX is doing business. Agency shall pay all federal, state, and other governmental taxes and license fees levied against Agency or its Recruited Agencies by the laws of any government authority wherein Agency does business. Agency shall pay all expenses which it incurs in the performance of this Agreement.

## **SECTION 3 - PRIVACY**

**3.1** Agency shall hold in strictest confidence all nonpublic personal financial information or nonpublic personal health information related to any insured or policyholder or to any consumer or customer (as such terms are defined under applicable state or federal privacy laws) of AATX, obtained by Agency in the performance of Agency duties and obligations under this Agreement. Agency shall not disclose or use such information except as necessary to carry out Agency’s duties and obligations under this Agreement or as otherwise required under applicable state or federal law. This provision survives termination of this Agreement.

## **SECTION 4 - COMPENSATION**

**4.1** AATX shall compensate Agency in accordance with the Commission Schedule as amended from time to time, for the products indicated on the Commission Schedule, for premiums received and accepted by AATX on Policy applications written by Agency and its Recruited Agencies.

**4.2** Compensation due to Recruited Agencies shall be deducted from the compensation paid to Agency and shall be paid direct to Recruited Agencies. Agency shall indemnify and hold AATX harmless from any liability, loss, cost or expense, including attorney’s fees, incurred by AATX resulting from or in connection with any claim or action brought by any Recruited agencies with respect to payment or nonpayment of compensation.

**4.3** AATX may, upon not less than thirty (30) days notice, change the compensation provided herein with respect to Policies issued after the date of such change.

**4.4** The right of Agency to receive all compensation on Policies sold pursuant to this Agreement shall be vested in Agency. AATX shall pay compensation even after termination, subject to exceptions set forth in Section 4.5.

**4.5** Payment of compensation to agency may be terminated by AATX notwithstanding Section 4.4 when: (1) the total payable in the preceding calendar year is less than one thousand dollars (\$1,000); or (2) this Agreement has been terminated for reasons set forth in Section 7.2(f); or (3) Agency or its Recruited Agency does any act which would result in termination pursuant to Section 7.2(f) regardless of whether this agreement has already been terminated.

**4.6** Agency shall assume responsibility for the financial integrity of all Recruited Agencies and all obligations of Recruited Agencies to AATX which arise after the effective date of this Agreement. Agency shall indemnify AATX and Agency's account shall be charged the full amount of all such obligations in default.

#### **SECTION 5 - INDEBTEDNESS**

**5.1** Any of the following transactions between AATX and Agency shall be a loan and create a debtor-creditor relationship between AATX and Agency.

- (a) the refund or return of any premium collected by Agency or its Recruited Agencies for which AATX has paid a commission;
- (b) any advance made by AATX to Agency against future compensation for any reason;
- (c) any other loan or debt between AATX and Agency.

**5.2** The indebtedness created by any of the transactions of Section 5.1 above is due and payable on demand and shall create a first lien on any compensation due or to become due Agency. AATX retains the right to offset such indebtedness against any payment due Agency. Any indebtedness not paid when due shall vest AATX with the authority and power to seek all available legal and equitable remedies against Agency to obtain repayment of the indebtedness.

#### **SECTION 6 - ASSIGNMENT**

**6.1** This Agreement shall not be assigned or otherwise transferred by Agency without the prior written approval of AATX. Any assignee shall be bound by the terms of this Agreement.

#### **SECTION 7 - TERMINATION**

**7.1** This Agreement shall remain in full force and effect until terminated upon thirty (30) days prior written notice given by either party to the other. Termination of this Agreement shall not affect any duties, obligations, or liabilities incurred prior to termination except as otherwise provided herein. Within thirty (30) days of termination of the Agreement, Agency shall return to AATX all AATX materials and shall indemnify AATX for any cost incurred to secure AATX's property should Agency fail to honor AATX's demand.

**7.2** This Agreement may be terminated immediately, without notice in the event of and as of the date of the occurrence of:

- (a) bankruptcy, insolvency, receivership, liquidation, or assignment for the benefit of creditors by either party; or
- (b) cancellation, suspension, or revocation of Agency's insurance license by any governmental or regulatory authority having jurisdiction; or
- (c) death or dissolution of Agency; or
- (d) IRS levies; or
- (e) failure to secure AATX any new paid life insurance during any period of 180 days.
- (f) Agency's breach of this Agreement by:
  - (1) the wrongful withholding of funds belonging to an applicant or AATX for a Policy or Policies; or
  - (2) the intentional or systematic inducement of insured(s) to lapse, relinquish, or surrender a Policy or Policies; or

- (3) the intentional or willful failure to comply with the laws, rules, or regulations of any governmental or regulatory authority having jurisdiction; or
- (4) any default in the performance of any material term or condition of this Agreement.

#### **SECTION 8 - BOOKS, ACCOUNTS, AND RECORDS**

**8.1** All books, accounts, correspondence, and other records of Agency relating to business transacted pursuant to this Agreement shall, at all times, be open to inspection by AATX or its designated representative and AATX may make copies thereof before or after the termination of this Agreement.

#### **SECTION 9 - AMENDMENT**

**9.1** This Agreement constitutes the entire contract between the parties and may not be amended or modified without the express written approval of an officer of AATX and Agency.

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

**10.1** Agency shall indemnify and hold AATX harmless from any liability, loss, cost or suit brought against AATX resulting from or in connection with any unauthorized acts, any error or omission, or any breach of any of the provisions of this Agreement by Agency, Agency's employees or Recruited Agencies.

#### **SECTION 11 - MISCELLANEOUS**

**11.1** Should Agency or Agency's Recruited Agencies engage, before or after termination of this Agreement, in any act prohibited by Section 7.2(f) (1) or Section 7.2(f) (2), it may result in irreparable injury to AATX for which there may be no adequate remedy at law and Agency hereby agrees that AATX may obtain injunctive relief.

**11.2** If any provision of this Agreement is deemed void, illegal, or unenforceable, the validity of the remaining portions shall not be affected thereby. Any waiver of the rights of AATX under this Agreement on one occasion shall not constitute a continuing waiver of any such right.

**11.3** This Agreement is performable in, and all sums due from one party to the other are payable in McLennan County, Texas, and all legal proceedings in regard hereto shall be instituted in McLennan County, Texas, and all parties hereto expressly waive any privileges they may have as to venue contrary to this provision. It is further expressly agreed that all provisions of this Agreement and any controversy that may arise thereunder shall be construed according to the laws of the State of Texas.

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

**SECTION 12 - COMPLETELY INTEGRATED AGREEMENT**

**12.1** This Agreement along with the Schedules of Commissions, and any other supplemental Addendums, contain the entire and complete Agreement between the parties, and each of the parties hereto agree that there are no prior or contemporaneous agreements, promises or representations that are not set forth herein.

**SECTION 13 - SOCIAL SECURITY/TAXPAYER IDENTIFICATION NUMBER CERTIFICATION**

I, \_\_\_\_\_ certify that:

1. The following is my correct taxpayer identification number or social security number.

\_\_\_\_\_  
*Social Security # or Taxpayer Identification #*

2. I am not subject to backup withholding either because I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the IRS has notified me that I am no longer subject to backup withholding.

NOTE: If you have been notified by the IRS that you are subject to backup withholding, cross out item #2 and attach an explanation.

**This Agreement is only effective upon signing by an authorized officer of the Agency, Recommending Agency and AATX.**

**GENERAL AUTHORIZATION AND RELEASE**

I hereby authorize AATX to contact any past employer, business associate, business partner, military service, court, law enforcement agency, insurance company, financial institution, or any other person or entity to obtain information about my background, employment, schooling, business activities and experience, character, criminal record, or financial status.

I hereby authorize any of the above person, institutions, or entities to provide the above information to AATX and waive and release any claims I may have related to the providing of such information. I also authorize them to rely on a photocopy or facsimile copy of the authorization.

I also acknowledge that AATX may participate in programs which provide background and financial information on insurance agents, including debit balances. I authorize AATX to obtain information from these programs and to share any information obtained from other sources with these programs. I also waive and release any claims I may have related to the sharing of such information by AATX or the programs in which AATX participates.

This authorization is continuing and remains in effect until revoked by me in writing delivered to an officer of AATX.

**I hereby certify that any representations and warranties made in this Agreement are true. I understand that if any representation or warranty given in this Agreement is found to be incorrect or incomplete, it may be grounds for AATX to decline my application for appointment or immediate termination at the sole discretion of AATX.**

|  |                |               |
|--|----------------|---------------|
| <b>AGENT SIGNATURE</b> (If a Partnership, all partners must sign.) |                |               |
| BY: _____  | _____          | _____         |
| <i>(Signature)</i>   | <i>(Title)</i> | <i>(Date)</i> |
| BY: _____  | _____          | _____         |
| <i>(Signature)</i>   | <i>(Title)</i> | <i>(Date)</i> |

|  |                         |
|--|-------------------------|
| <b>AGENT PERSONAL GUARANTEE</b> (If a Corporation, the following must be completed)  |                         |
| The undersigned individual hereby personally guarantees the full and faithful performance of all duties and obligations of Agency pursuant to the above agreement. |                         |
| BY: _____  | _____                   |
| <i>(Signature)</i>   | <i>(Date)</i>           |
| DATE OF BIRTH: _____   | SOCIAL SECURITY # _____ |

|  |                                       |
|--|---------------------------------------|
| <b>RECOMMENDING AGENCY (If Applicable)</b> |                                       |
| Signature of Recommending Agency _____     |                                       |
| Name (Please Print) _____                  |                                       |
| Agent # _____                              | Commission Schedule Recommended _____ |

|   |                               |
|---|-------------------------------|
| <b>FOR HOME OFFICE USE ONLY (American-Amicable Life Insurance Company of Texas)</b> |                               |
| Commission Schedule Number _____  | Agent Number _____            |
| Authorization Signature _____   |                               |
| Title _____   | Effective Contract Date _____ |

## ANTI-MONEY LAUNDERING TRAINING COURSE ACCESS INSTRUCTIONS

1. Access your contracting company website at one of the four companies below:

|                          |   |
|--------------------------|---|
| <b>American-Amicable</b> | <a href="http://www.americanamicable.com">http://www.americanamicable.com</a>       |
| <b>IA American</b>       | <a href="http://www.iaamerican-waco.com">http://www.iaamerican-waco.com</a>         |
| <b>Occidental Life</b>   | <a href="http://www.occidentallife.com">http://www.occidentallife.com</a>           |
| <b>Pioneer American</b>  | <a href="http://www.pioneeramerican.com">http://www.pioneeramerican.com</a>         |
| <b>Pioneer Security</b>  | <a href="http://www.pioneersecuritylife.com">http://www.pioneersecuritylife.com</a> |

2. Click on “Marketing Sales”

3. Enter Agent No., and Password. (Agent No. is: **AML** and Password is: **COURSE**)

4. Hit enter and follow instructions.

### **IMPORTANT!!**

When you complete the course, a Company AML training course certification page will reflect on your computer screen. Make two copies of this page. One is for your file and the other **must** be sent to the Company with your contracting paperwork.

**IF THE CERTIFICATION PAGE IS NOT SENT TO THE COMPANY WITH YOUR  
CONTRACTING PAPERWORK, YOUR CONTRACT WILL NOT BE PROCESSED!!**

## CONSUMER REPORT NOTIFICATION AND AUTHORIZATION

Through this document American-Amicable Life Ins. Co. of TX, IA American Life Ins. Co., Pioneer American Ins. Co., Pioneer Security Life Ins. Co. and Occidental Life Ins. Co. of NC, disclose to you that a consumer report or an investigative consumer report, is being obtained from a consumer reporting agency for the purpose of evaluating you for appointment as an agent. This report may contain information bearing on your credit worthiness, credit standing, credit capacity, character, general reputation, criminal records, personal characteristics, or mode of living from public record sources or through personal interviews with your neighbors, friends or associates. You have a right to request additional disclosures regarding the nature and scope of the investigation and a written summary of your rights as a consumer.

I authorize and request any consumer reporting agency to furnish any and all information in their possession regarding me in connection with my appointment for agent. A photocopy of this authorization may be accepted with the same authority as the original, and I specifically waive any written authorized request.

I have the right to make a written request within a reasonable period of time to receive additional, detailed information about the nature and scope of this investigation.

I authorize American-Amicable Life Ins. Co. of TX., IA American Life Ins. Co., Pioneer American Ins. Co., Pioneer Security Life Ins. Co. and Occidental Life Ins. Co. of NC, to share this information with the authorized representatives involved in my licensing and contracting process.

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Date of Birth (for identification purposes only) \_\_\_\_\_

Social Security Number (for identification purposes only) \_\_\_\_\_

If name changed (through marriage or otherwise), print former name here

\_\_\_\_\_

## Request for Taxpayer Identification Number and Certification

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

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

### Part I Taxpayer Identification Number (TIN)

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

| Social security number |  |  |  |  |  |  |  |  |  |
|------------------------|--|--|--|--|--|--|--|--|--|
|                        |  |  |  |  |  |  |  |  |  |

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

| 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).

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

|                  |                            |        |
|------------------|----------------------------|--------|
| <b>Sign Here</b> | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

### General Instructions

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

#### Purpose of Form

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

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

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.

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

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

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

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

## **Compliance Guidelines**

### **Statement of Understanding**

I acknowledge that I have read and understand the contents of these Compliance Guidelines for IA American Life Insurance Company, American-Amicable Life Insurance Company of Texas, Occidental Life Insurance Company of North Carolina, Pioneer American Insurance Company, and Pioneer Security Life Insurance Company, referred to collectively as “the Company”.

I acknowledge that I have read and understand the contents of the Compliance Guidelines and further understand that if I do not comply, in full, with its provisions it will be a violation of my contract and may result in, without limitation, the cancellation of my contract with the before mentioned Company.

1. I acknowledge the need for strict compliance with all applicable state and federal regulations regarding the solicitation and sale of insurance.
2. I understand the Company will insist upon strict adherence to all applicable state and federal regulations regarding the solicitation and sale of insurance and understand that I am individually accountable for my own actions.
3. I acknowledge that I must be professional in my sales presentations. I acknowledge that I must accurately and completely describe the insurance product being offered, help the purchaser understand the terms and conditions of the insurance product being sold, and comply with all applicable state and federal regulations. I understand that violations of the Compliance Guidelines or applicable insurance regulations may result in the immediate termination of my contract with the companies.
4. I understand that I must immediately take the Company approved anti-money laundering training course. I understand that I must take a refresher of the company online anti-money laundering training course every two years.
5. I acknowledge that this Agreement does not alter or amend my contract or contracts with the Company or create an employment relationship with the Company. This Agreement does not change the at-will relationship between the parties and me. The contract or contracts between the Company may be terminated at any time by either party upon notice, as set forth in those contracts.

\_\_\_\_\_  
Producer Signature

\_\_\_\_\_  
Producer (Print name)



## Annualization Plan Supplemental Agreement

This Supplemental Agreement supplements your agent contract with the undersigned, selected Company(ies). It is intended to provide you with an advanced payment of a portion of first year commissions due on business written by you or your agents.

### **Plan Provisions:**

1. Commissions paid under this Supplemental Agreement are an advance of commission from us to you. Such commissions are considered unearned and an indebtedness under the terms of your contract with us until sufficient premiums are paid on a policy to justify the commissions advanced.
2. While this Supplemental Agreement is in effect, we will pay you advanced commissions as a percent of 1st year commission due on the annualized premium. Excess and renewal commissions and service fees will not be advanced.
3. Policies issued on a monthly direct premium mode, policies that have been reinstated, or policies on you, your spouse, your parents, children, brothers, sisters, business associates or employees are not eligible for annualization under this Supplemental Agreement.
4. We reserve the right to declare any policy not eligible for annualization.
5. We may, at our discretion, impose a per Policy maximum to any advanced commission payments.
6. If any Policy included in any advanced commission payment terminates for any reason prior to the end of its first Policy year, any unearned advanced commission for that Policy is repayable to us on demand, and may be deducted at our sole discretion from any commissions which would otherwise be payable to Agent.
7. Any indebtedness created in any of the companies, American-Amicable Life Insurance Company of Texas, IA American Life Insurance Company, Occidental Life Insurance Company of North Carolina, Pioneer American Insurance Company or Pioneer Security Life Insurance Company may be recovered from commissions and/or advances that may become due in any of the aforementioned companies at the sole discretion of the Company.

### **Termination Provisions:**

1. Continued eligibility for this plan is at our sole discretion. This Supplemental Agreement may be terminated by you, your recommending agency or us at any time. This Supplemental Agreement shall automatically terminate upon the termination of your contract with us.
2. Upon the termination of your contract, any advanced commissions which have not yet been earned will be treated as an indebtedness under the terms of your contract with us. This provision survives the termination of this Supplemental agreement.

**Agent Name** \_\_\_\_\_ **Date** \_\_\_\_\_

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

As General Agent for the above agent, I agree to assume any indebtedness that may result from this Supplemental Agreement and that such indebtedness will be considered an indebtedness under the terms of my contract with the Company(ies).

**Print Recommending Agency Name** \_\_\_\_\_ **Advance %** \_\_\_\_\_

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

### **Participating Companies:**

**American-Amicable Life Insurance Company of Texas**  
**IA American Life Insurance Company**  
**Occidental Life Insurance Company of North Carolina**

**Pioneer American Insurance Company**  
**Pioneer Security Life Insurance Company**

# Agent's ACH Direct Deposit Request

Fax To: 254 297-2126 or Mail to the Marketing Department  
P.O. Box 2549, Waco, Texas 76702

## Bank Information

Bank Name \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip \_\_\_\_\_

Transit/ABA Number  
(lower left of your checks) \_\_\_\_\_

Account Number \_\_\_\_\_

Type of Account:     Checking         Savings

## Agent Information

Agent Name \_\_\_\_\_

Agent Number \_\_\_\_\_

Last 4 of SSN \_\_\_\_\_

Email Address \_\_\_\_\_

Phone Number \_\_\_\_\_

**A VOIDED CHECK OR DEPOSIT SLIP MUST ACCOMPANY THIS FORM.**