



# Contracting Check list

To ensure your contracting experience runs as smooth as possible, please complete the agent name, recruiter name, carrier, and include the check points below.

Attach this check list to all new contracting when submitting.

Thank you!

Agent name: \_\_\_\_\_

Recruiter name: \_\_\_\_\_ Western Marketing

Carrier: \_\_\_\_\_ American Memorial

✓ **Do you want advance commissions (if available)**  
check one: \_\_\_\_\_ yes \_\_\_\_\_ no

✓ Included a copy of your current license?

✓ Included a copy of your current E&O?

✓ Included a Voided Check?

✓ Included a copy of your signed commission schedule?\*

✓ Included a copy of your current AML training?

✓ Included any/all fees?\*\*\*

✓ Signed where indicated

***You can submit your contracting one of the following ways:***

**Fax: 712-642-4248**

**Mail: Western Marketing – 318 West Huron – Missouri Valley, IA 51555**

**Email contracting to: [licensing@wmacorp.com](mailto:licensing@wmacorp.com)**

\*if signature is required on commission schedule

\*\*\*if fees are required, if you are not sure, call our contracting department: 800-852-7152



<b>APPLICATION FOR APPOINTMENT AGREEMENT</b>				
<b>APPLICANT IS AN INDIVIDUAL</b>				
Name: Last	First	Middle	Social Security Number	Date of Birth
Home Address:		City	State	Zip
Home Phone Number: ( )	Home Fax Number: ( )	Home E-mail		
Business Address: (Mailing)		City	State	Zip
Business Phone: ( )	Business Fax: ( )	Business E-mail		
<b>APPLICANT IS A BUSINESS ENTITY</b>				
Full Legal Name of Entity			Taxpayer Identification Number	
Business Address: (Mailing)		City	State	Zip
Business Phone: ( )	Business Fax: ( )	Business E-mail		
State where Entity organized	Date Entity organized	How long doing business in community?		
<b>LICENSING INFORMATION</b>				
You want to be appointed in which Resident State?				
You want to be appointed in which Non-Resident States?				
When did you last complete an Anti-Money Laundering course?				
<b>BANK INFORMATION FOR EFT (Electronic Funds Transfer): Please include a voided check</b>				
Financial Institution: _____				
Transit Number: _____	Bank Account Number: _____	Checking or Savings Please circle one		

<p><b>Please answer each question by circling the appropriate answer.</b> Answers will be independently verified, so please respond accurately and truthfully. A "Yes" answer to any of the following questions will not automatically cause this application to be denied. <b><u>Any "Yes" answer must be accompanied by a written explanation.</u></b> This explanation, along, with all file and background information as a whole, may be used to evaluate this application.</p>	<p>Please Circle One</p>	
<p>1. Have you ever been charged with, or convicted of, or been indicted for, or entered a plea of guilty or nolo contendere, "no contest", or having been given probation, a suspended sentence or fine, to any criminal offense (felony, gross misdemeanor or misdemeanor), other than minor traffic violations, in any County, State or Federal Court? Please note that a background check will be used to validate your response. <b>If yes please provide city and state of conviction and details of conviction.</b></p>	<p>Yes</p>	<p>No</p>
<p>2. Are you now or have you ever been the subject of any lawsuit, claim, investigation or proceeding alleging breach of trust or fiduciary duty, forgery, misrepresentation, mismanagement of funds, fraud, or any other acts of dishonesty?</p>	<p>Yes</p>	<p>No</p>
<p>3. Have you ever had your AGENCY/AGENT license or registration suspended or revoked, or have you ever been the subject of a professional license/registration investigation, market conduct investigation, claim proceeding, regulatory action or complaint filed with or by a state Department of Insurance?</p>	<p>Yes</p>	<p>No</p>
<p>4. Are you delinquent in ANY personal or business financial obligations (including unpaid debit balances (commission charge backs) to any insurance company, consumer credit, child support, alimony or similar obligations), or are there any outstanding judgments, liens or claims against you, including delinquent tax obligations?</p>	<p>Yes</p>	<p>No</p>
<p>5. Have you, or a business in which you are or were an owner, partner, officer, or director, ever filed bankruptcy?</p>	<p>Yes</p>	<p>No</p>

**APPOINTMENT AGREEMENT**

**1. APPOINTMENT** A. We hereby appoint You our AGENCY/AGENT with the power to recommend for appointment to Us, Agents to solicit applications for contract of Preneed and Final Expense insurance policies, to collect only the first premiums and thereon, to service the business.

**2. COMPENSATION** A. Subject to the conditions of this Contract, AGENCY/AGENT will receive commissions on policies issued by COMPANY based on applications submitted by AGENCY/AGENT. B. Compensation will be payable according to your AGENCY/AGENT Commission Schedule for each policy issued while this contract is in effect. Commissions will be paid only after premium has been paid and accepted by COMPANY. C. At any time, COMPANY may change any provision of this Contract or Commission Schedule. D. At any time, COMPANY may change any provision of this Contract or Commission Schedule; due to Regulatory change notifications.

Commission payment selection:

- Weekly – Friday
- Biweekly – Monday, Wednesday

**If no selection is made, the default will be biweekly.**

**3. DUTIES AND OBLIGATIONS OF AGENCY/AGENT** A. AGENCY/AGENT will be governed by the terms and conditions of the Contract and such rules and regulations as COMPANY has established or may in the future establish. COMPANY may change or establish new rules and regulations at any time. B. AGENCY/AGENT will make full disclosure to COMPANY of all factors known to AGENT which might affect the underwriting of risks, including background history of applicants. C. As an independent contractor, AGENCY/AGENT will exercise independent judgment in performing his/her duties in the contract. No rule or regulation of COMPANY shall be deemed to create an employment relationship. D. AGENCY/AGENT will, at all times, act in the best interest of COMPANY. E. AGENCY/AGENT may recruit, train, and maintain an AGENT force ("AGENT's sub-agents") to sell the policies provided by COMPANY. (a) All sub-agent contracts must be on approved forms, and will not be effective until accepted by COMPANY. Each sub-agent recruited must be properly licensed and appointed under the laws of each jurisdiction where the sub-agent does business. COMPANY may refuse to contract with any sub-agent or terminate any contract made with any sub-agent, with or without cause. AGENCY/AGENT may request that COMPANY terminate its contract with a sub-agent, but AGENCY/AGENT does not have the authority to change or terminate any contract without COMPANY's consent. (b) With COMPANY's consent, AGENCY/AGENT may submit for COMPANY's approval, the names of licensed sub-agents that have contracted directly with AGENCY/AGENT to sell COMPANY's products. COMPANY may refuse to appoint any sub-agent or terminate the appointment of any sub-agent. COMPANY is not obligated in any way to explain why it chose not to appoint an agent

or sub-agent. If AGENCY/AGENT contracts directly with its sub-agents, AGENCY/AGENT will be solely responsible for payment of compensation due to such sub-agents, and COMPANY has no responsibility to pay compensation to AGENCY/AGENT's sub-agents. (c) A sub-agent will immediately cease to operate under AGENCY/AGENT's authority under any one of the following circumstances: (i) AGENCY/AGENT terminates its relationship with the sub-agent in any manner; or (ii) The sub-agent terminates its relationship with AGENCY/AGENT in writing with a copy to COMPANY; or (iii) This contract is terminated.

**4. GENERAL PROVISIONS** A. Fiduciary: The AGENCY/AGENT does not have the authority to receive monies for COMPANY, except the initial premium on insurance policies solicited by AGENT. All premium funds accepted must be immediately forwarded to COMPANY. Pending transmission, all premiums or other monies collected by AGENT and his/her sub-agents will be held as trust funds, will be kept apart from AGENCY/AGENT's own or other funds, and will not be used by the AGENCY/AGENT as a set-off against any commissions or monies due or claimed to be due from COMPANY. B. Advertisements: No advertisements or other printed matter regarding Company business shall be used, altered or duplicated in anyway by Agency/Agent or his sub-agents until it has been approved in writing by Company. A non-editable version of the form can be housed as read access only and may be printed to be submitted with original signatures. Any non-approved changes may result in termination of this contract. C. Property: All printed matter or other supplies furnished to AGENCY/AGENT by COMPANY, books and accounts, and policyholder lists used by AGENCY/AGENT are the property of COMPANY and will be promptly returned to COMPANY not less than fifteen (15) calendar days upon termination of this Contract. All COMPANY information obtained by AGENCY/AGENT while this contract is in force will be confidential, and will not be disclosed by AGENCY/AGENT without COMPANY's written consent. D. Assignments: AGENCY/AGENT will not have the right or the power to assign all or part of this Contract, nor any commissions payable, unless the assignment is first approved in writing by COMPANY. E. Unauthorized Acts: AGENCY/AGENT will not, nor will AGENCY/AGENT permit any sub-agent to, perform the following acts on behalf of COMPANY: (i) incur any indebtedness or liability; (ii) make, alter or discharge contracts; (iii) waive forfeitures; (iv) quote rates other than as quoted by COMPANY; (v) extend the time for payment of any premium; (vi) waive payment in cash; or (vii) violate any insurance law; (viii) take any action which requires licensing and/or appointment in any state in which AGENCY/AGENT or any sub-agent is not authorized to take the action; (ix) collect any renewal premium for a policy other than the first initial premium. F. You will remain personally responsible for any uncollected debts of your subagents such as chargebacks. This includes all agents or subagents in your hierarchy. We will offset against any claim for compensation hereunder any debt or debts now due or that may become due at any time from You to Us and such debt or debts shall be a first lien thereon. Your account will be charged with your subagent's indebtedness within ninety (90) calendar days or later after your agent is charged with a chargeback. Any lien created by this Contract will not be extinguished by the end of the contract, and will be in addition to any rights of collection existing under state law. G. Consent to Jurisdiction; Attorney's Fees: This Contract will be construed in accordance with the procedural and substantive laws of the state of South Dakota. Should any legal action be taken to enforce this Contract's terms, AGENCY/AGENT consents to service of process and to jurisdiction of the state courts of Pennington County, South Dakota. In the event of legal action arising out of this Contract, the prevailing party will be entitled to recover reasonable attorney's fees, costs and disbursements. H. Bonding; Legal Action: (i) AGENCY/AGENT will furnish on demand a bond satisfactory to COMPANY; (ii) AGENCY/AGENT will pay COMPANY on demand all sums, expended by COMPANY in answering or defending any legal proceeding involving AGENCY/AGENT.

**5. PAYMENT OF COMPENSATION** A. COMPANY will provide a commission statement to AGENCY/AGENT as requested on Exhibit A showing all activity on AGENCY/AGENT's account. AGENCY/AGENT will have ninety (90) days from receipt of each statement to report, in writing, any dispute with the content of the statement. Failure to notify COMPANY of any dispute with the commission statement within the ninety (90) days will constitute waiver by AGENCY/AGENT of the right to further audit of AGENCY/AGENT's account. B. If AGENT is a living person, in the event of AGENT's death while this Contract is in force (unless AGENT has given COMPANY written instruction to do otherwise and subject to any assignment) COMPANY will pay all compensation which would otherwise be paid to AGENT, as it accrues, to AGENT's surviving spouse and, at the surviving spouse's death, to the estate the of surviving spouse. If AGENT dies leaving no spouse surviving, compensation will be payable to AGENT's estate. Payments will begin only after all debts to COMPANY have been satisfied. Payment by COMPANY under this provision will relieve COMPANY of all liability for such compensation. C. If, in any calendar year, total compensation paid to AGENCY/AGENT is less than \$50.00, no further compensation shall be payable to AGENCY/AGENT.

**6. GENERAL PROVISIONS RELATING TO COMMISSIONS AND CHARGEBACKS** A. Commission for any increase to the Policy Face Amount, regardless of whether treated as a cancellation and reissue or a new policy, will be based on the net increase in the Policy Premium Amount. B. Commissions will be paid according to premiums received. Commissions may be advanced as agreed in the "Commission Advance Addendum to Agent's Contract". i. Earned commission is not subject to chargeback. However, earned commission will be reversed if the associated premium transaction is reversed at any time during the life of the contract. C. Commission will not be paid on premiums waived or on premiums paid pursuant to a premium loan provision in a policy. D. Chargebacks: i. If Company refunds any premium on a policy issued pursuant

to this Agreement, Company may chargeback any and all Commission paid on such policy. ii. If Company, as a result of misappropriation by Agent, any of Your Subagents, credits any of its funds to a policy issued pursuant to this Agreement, Company will chargeback all Commission paid on such policy. iii. If, on or prior to the first year policy anniversary any of the following events occur, Company will chargeback all Commissions not yet earned. Lapse, Surrender, Exercise of Non-forfeiture Option, automatic Premium Loan, Policy Loan, Death of Insured, Decrease in Policy Face Amount (based on net premium).

**7. ASSIGNMENT OF COMMISSIONS** A. If elected, the AGENCY/AGENT may assign, transfer and set over to the Assignee all of AGENCY/AGENT's right, title and interest to any commissions otherwise payable by the COMPANY to AGENCY/AGENT under the provisions terms and conditions of this contract. B. It is expressly agreed that the COMPANY is hereby authorized to pay commissions as and when same shall become due to Assignee and payment of the commissions to Assignee will fully discharge the COMPANY of and from any and all liability to the AGENCY/AGENT with respect to the commissions so paid. This section is subject to the prior right of the COMPANY under the terms of said contract to deduct from commissions any indebtedness which may be due from AGENCY/AGENT to COMPANY. C. If any indebtedness remains upon AGENCY/AGENT's termination from COMPANY, then AGENCY/AGENT agrees COMPANY shall have first lien on any other commissions payable to AGENCY/AGENT from any other insurance company or AGENCY/AGENT or entity ("other commissions"). AGENCY/AGENT also agrees that up to 20% of any other commission payable or any other source of such received from an insurance company shall be immediately assigned and paid to COMPANY until AGENCY/AGENT's indebtedness to COMPANY is satisfied.

**8. TERMINATION** A. Without Cause. AGENCY/AGENT's appointment and this Contract can be ended automatically without cause by either COMPANY or AGENCY/AGENT upon sending written notice to the last known address of the other party by first class mail, return receipt requested. B. Automatic. AGENCY/AGENT's appointment and this Contract will be ended automatically, without notice, by the total physical or mental disability, death, dissolution, insolvency, or bankruptcy of AGENCY/AGENT. C. For Cause. COMPANY may end this Contract for cause by sending AGENCY/AGENT, at AGENCY/AGENT's last known address, a written notice of termination which will be effective immediately upon the mailing of the notice. This Contract may be ended for cause if in the sole viewpoint of the Company: (1) In order to induce COMPANY to enter into this Contract AGENCY/AGENT has furnished materially false financial or biographical or other information or has failed to disclose unfavorable information of a material nature; or (2) AGENCY/AGENT, at any time without written consent of COMPANY, attempts to induce any other AGENCY/AGENT, broker, employee or funeral service professional associated with COMPANY to discontinue that individual's association with COMPANY, or induces or attempts to induce a policyholder of COMPANY to relinquish a policy of COMPANY; or (3) AGENCY/AGENT has knowingly failed in any manner to comply with the terms of this Contract or any prior agreement between AGENCY/AGENT and COMPANY, or COMPANY's rules and regulations currently in force. If this Contract is ended without cause, and cause is later found to exist, then AGENCY/AGENT's rights will end from the date of the act giving rise to the later termination for cause. If this Contract is ended for cause, all claims of AGENCY/AGENT under any prior agreement between AGENCY/AGENT and COMPANY entered into prior to AGENCY/AGENT's termination For Cause, including claims for payment of any sums of money, will be ended and AGENCY/AGENT will receive no further compensation from COMPANY. AGENCY/AGENT will reimburse COMPANY for any costs, including attorney fees that COMPANY incurs in recovering funds wrongfully withheld or any other property belonging to COMPANY or to an applicant for insurance, or for the defense of any action where COMPANY is charged with the violation of the insurance laws of any state by reason of AGENCY/AGENT's conduct. Compensation payable after termination – Vesting - Compensation payable to Agent shall be immediately vested.

**9. MARKETING SUCCESS** A. We do not represent or guarantee that any sales or marketing initiatives and/or programs contemplated under this Agreement will achieve any certain level of success.

**10. STRICT PERFORMANCE** A. COMPANY's failure to insist upon strict performance will not be construed as a waiver for any particular incident(s) of non-performance, but instead, complete and full performance for said incident(s) can be demanded by COMPANY, and any and all other provisions of this Contract will continue to be in full force and effect.

**11. ARBITRATION** A. Any dispute arising out of this Contract upon which an amicable understanding cannot be reached, shall be decided by mandatory binding arbitration where permitted by law according to the Commercial Rules of Arbitration of the American Arbitration Association. If mandatory binding arbitration is not available by law then COMPANY and AGENCY/AGENT will pursue non binding arbitration or mediation prior to instituting any legal actions against the other party. If this arbitration provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of the Arbitration Provision or this Contract, except that in no event shall this Arbitration Provision be amended or construed to permit class arbitration or arbitration on behalf of any individual other than AGENCY/AGENT.

**12. VALIDITY OF CONTRACT** A. Any term of this Contract which will be in violation of any law, rule, regulation or



# CONSUMER AUTHORIZATION

I. I understand that an investigative report may be generated on me that may include information as to my character, general reputation, personal characteristics, or mode of living; work habits, performance or experience, along with reasons for termination of past employment/professional license or credentials; financial/credit history; or criminal/civil/driving record history. I understand that General Information Services, Inc. (GIS), on behalf of American Memorial Life Insurance Company may be requesting information from public and private sources about any of the information noted earlier in this paragraph in connection with American Memorial Life's consideration of me for employment, promotion or position re-assignment or contract now, or at any time during my tenure with American Memorial Life Insurance Company, and give my full consent for this information to be obtained.

II. IF APPLICABLE, medical and worker's compensation information will only be requested in compliance with the Federal Americans with Disabilities Act (ADA) and/or any other applicable state laws.

III. According to the **Fair Credit Reporting Act** (FCRA, Public Law 91-508, Title VI), I am entitled to know if the considerations for which I am applying are denied because of information obtained from a consumer reporting agency. If so, I will be notified and be given the name of the agency providing that report.

IV. I acknowledge that a telephonic facsimile (FAX) or photographic copy of this release shall be as valid as the original. This release is valid for most federal, state and county agencies.

V. I understand that if I am a resident of **Minnesota/Oklahoma (only)** I may obtain a copy of the report ordered, and now indicate my desire to do so by checking this box

VI. I hereby authorize, without reservation, any financial institution, law enforcement agency, information service bureau, school, employer or insurance company contacted by GIS to furnish the information described in Section I.

VII. Upon proper identification, you have the right to make a request to GIS, within a reasonable period of time, as to the nature and substance of all information in its files on you at the time of your request, including the sources of information and the recipients of any reports on you that GIS has previously furnished. Communications with GIS should be directed to PO Box 353, Chapin SC 29036 or (866) 265-4917.

## CANDIDATE COMPLETES THE FOLLOWING:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Today's Date

\_\_\_\_\_  
Please print full name

\_\_\_\_\_  
Have you ever been known by any other name? If so please provide name

The following information is required by law enforcement agencies and other entities for positive identification purposes when checking public records. It is confidential and will not be used for any other purposes.

\_\_\_\_\_  
Month, Day and Year of Birth

\_\_\_\_\_  
Social Security Number and or Tax ID Number

## FAIR CREDIT REPORTING ACT NOTICE:

In accordance with the Fair Credit Reporting Act (FCRA, Public Law 91-508, Title VI), this information may only be used to verify a statement(s) made by an individual in connection with legitimate business needs. The depth of information available varies from state to state. Status of updates are available on request. Although every effort has been made to assure accuracy, General Information Services, Inc. can not act as guarantor of information accuracy or completeness. Final verification of an individual's identity and proper use of report contents are the user's responsibility. General Information Services, Inc.'s policy requires purchasers of these reports to have signed a Service Agreement. This assures General Information Services, Inc. that users are familiar with and will abide by their obligations, as stated in the **FCRA**, to the individuals named in these reports. If information contained in this report is responsible for the suspension or termination of an employee or the application process, have the Candidate/employee contact General Information Services, Inc.

## NOTICE TO CALIFORNIA CANDIDATES

You have a right to obtain a copy of any consumer report or investigative consumer report obtained by American Memorial Life Insurance Company by checking the box provided below. The report will be provided to you within three (3) business days after we receive the requested reports related to the matter investigated.

I request to receive a free copy of this report by checking this box.

Under section 1786.22 of the California Civil Code, you may view the file maintained on you by GIS during normal business hours. You may also obtain a copy of this file upon submitting proper identification and paying the costs of duplication services, by appearing at GIS in person or by mail. You may also receive a summary of the file by telephone. The agency is required to have personnel available to explain your file to you and the agency must explain to you any coded information appearing in your file. If you appear in person, a person of your choice may accompany you, provided that this person furnishes proper identification.



ASSURANT  
Solutions®

COMMISSION ADVANCE



## COMMISSION ADVANCE ADDENDUM TO AGENT'S CONTRACT

By this Commission Advancing Agreement ("Agreement"), American Memorial Life Insurance Company ("AML" or "Company") and \_\_\_\_\_, ("Agent," "You," or "Your") agree that Agent is eligible to receive advance commissions so defined below on policies written by Agent for AML.

### 1. ADVANCE COMMISSIONS REQUEST

This is an Addendum ("Addendum") to your Agent's Agreement with respect to advancing commissions. This Addendum is referred to as "Addendum" and "Addendum Agreement" throughout this document.

You hereby request us to make advances of first-year commissions to be earned under Your Agent's Agreement as amended by this Addendum ("advance commissions"). As consideration for our payment to You of advance commissions subject to the terms and conditions of this Addendum, You (a) represent to us that any advances hereunder are solely for business purposes, and (b) agree to the terms and conditions of this Addendum.

### 2. COMPANY RIGHTS

The Company reserves the right to:

- A. Determine the amount of any advance commissions payable to You;
- B. Decline an advance commission to You at our sole discretion;
- C. Establish a maximum amount of advance commissions that may be outstanding at any time;
- D. With thirty (30) calendar days written notice, assess a service charge at a rate to be determined, not to exceed 2% per annum, on the outstanding balance in Your commission account, for providing advancement of commissions;
- E. Establish a 12-month repayment plan for indebtedness resulting from commission advances with interest charged on the outstanding balance at a rate to be determined, not to exceed 8% per annum simple interest;
- F. The advanced months may be changed at any time, in which case Agent will receive written notice from AML within thirty (30) calendar days of the new advanced months to be used;
- G. All future advances hereunder may be terminated at any time for any reasons within thirty (30) calendar days notice to You;
- H. All commission calculations will be based on Company records;
- I. Agent agrees to execute such additional documents and take such further actions as AML may reasonably request in connection with this Addendum;
- J. The chargeback provisions in Your applicable compensation schedule continue to apply;
- K. Any policies which name You, Your spouse, relatives, friends, etc. as the insured are not eligible for advancing;

- L. AML has the right to attach any commissions that You have earned or will earn in the future from the sale of insurance products for other companies to repay advancing chargebacks; and
- M. No advances shall be paid for internal replacement of one of AML's policies.

### 3. ADVANCING DESCRIBED

Advance commissions, for the purposes of this Agreement, are calculated for the advance on a chosen monthly basis, first-year premium on all monthly bank draft, quarterly, semi-annual, and annual policies written by Agent for AML. Agent agrees that all commissions earned by Agent may be retained by AML and applied to reduce Agent's outstanding commission advance balance. The options for advance commissions are calculated on a 3-, 6-, or 9- month basis.

Advances will be calculated in accordance with the terms and conditions established by AML. Payment of Advances will be included with regular compensation payments made pursuant to the terms of the Agreement. The maximum Advance for each policy is subject to a maximum amount at the discretion of AML.

#### EXAMPLE:

- i) Policy premium expressed on an annual basis is \$1,000.08
- ii) 1/12th of (i) is \$83.34 per month
- iii) Agent chooses 6-month advancing or ii) x 6 or \$500.04
- iv) Commission rate 50%
- v) Advance commission (iii) x (iv) \$250.02

- N. Agent understands that no advances will be paid on personal applications, applications paid for by post-dated checks, or applications paid for with an agent's personal check.

### 4. INDEBTEDNESS

All sums advanced to Agent by AML constitute an indebtedness of Agent to AML. Agent understands that any indebtedness remaining on the date the Agent's Agreement is assigned to AML as security and collateral for the sums advanced hereunder. AML will apply such earned commissions to reduce Agent's indebtedness to AML. This assignment of earned commissions does not relieve Agent of the obligation to repay all outstanding indebtedness upon the termination of the Agent's Agreement.

Agent understands and agrees that any policy which lapses or is not taken, or for which the premium is refunded for any reason, or for which the premium is not collected by AML, will have the unearned commission charged back to the Agent and will be reflected on the next Agent's compensation statement, and Agent agrees to repay any chargeback within five (5) calendar days of demand by AML in accordance with the Agent's Agreement and any Addenda as may become effective. All other terms and provisions of the Agent's Agreement and any Addenda remain in effect and are unchanged by this Agreement.

Agent and AML hereby agree that Agent will no longer be entitled to receive advance commissions pursuant to this Agreement Addendum, and that this Agreement Addendum shall thereby terminate, for any one of the following reasons:

- a) Upon written notice by either party of this Agreement to the other party;
- b) If the Agent's Agreement between AML and Agent terminates for any reason; or
- c) If Your General Agent's Agreement or Your General Agent's Advance Commission Agreement with AML terminates for any reason.

Agent warrants and represents that none of the commissions payable to Agent by AML are subject to any prior assignment, claim, lien, or security interest, and that Agent is authorized to make an assignment as collateral security in accordance with the terms of this Agreement. Agent hereby agrees to execute all financing statements required for AML to perfect its security interest in the collateral pledged hereunder. Agent hereby represents

and warrants that it shall take all action necessary to secure the lien right of AML on the receivables pledged herein such that AML may, in the event of default by Agent, directly pursue as Agent's assignee, the amounts owed by Agent's subordinate agents, or such other monies payable to Agent by other insurance companies.

#### 5. TERMINATION OF AGREEMENT OR ADDENDUM

Upon termination of this Agreement and provided Agent has no outstanding commission advance debit balance, commissions earned by Agent will be paid as earned according to Agent's Commission Schedule with AML.

It is hereby agreed that if the advance commissions received by Agent pursuant to this Agreement are not fully offset and repaid to AML as of the date this Agreement is terminated for any reason, then Agent promises to pay to the order of AML the full outstanding balance within fifteen (15) calendar days of the date of the termination. If the entire outstanding balance is not paid to AML within fifteen (15) calendar days of the date of termination, the Agent will be in breach of this Agreement.

No delay or failure on the part of AML to exercise any remedy or right shall operate as a waiver, nor shall a partial exercise preclude full exercise of any right or remedy; and no right or remedy of AML shall be deemed abridged, waived or modified by any course of conduct, nor shall failure to exercise any right or remedy subject AML to any liability.

#### 6. COLLECTION COSTS

Agent hereby waives presentment, demand for payment, notice of dishonor, and all other notices or demands in connection with the delivery, acceptance, performance, default, or endorsement of this Agreement.

Agent agrees to pay all collection costs and expenses of any legal proceeding, including reasonable attorneys' fees and disbursements, if the Agent's obligations under this Agreement Addendum are not paid in accordance with its terms.

#### 7. GUARANTY

The undersigned General Agent (GA) of the above-referenced Agent hereby guaranties the prompt payment and performance when due of all obligations of the Agent to AML. Such guaranty shall not be affected by any action or inaction of any person or a change in the relationship of the undersigned with the Agent, and is an absolute and continuing guaranty until all obligations of the Agent are paid or discharged in full.

In addition, GA agrees to indemnify Company for any losses suffered by Company resulting from Company's agreement to make Advances to GA and other person or entities in GA's down line distribution hierarchy. Upon GA's written request, Company shall cease making Advances to GA and/or other persons or entities in GA's down line distribution hierarchy, which request shall become effective on the date such request is processed by Company.

#### 8. CHOICE OF MONTHLY CALCULATION

I have read and understand this Agreement Addendum. I hereby ask AML to pay me advanced commissions on a monthly basis. I request that my commissions be advanced on the following basis:

Check one option only:       3-Month Basis  
    6-Month Basis  
    9-Month Basis

#### 9. GENERAL

Except as clarified by this Agreement Addendum all other provisions of the Agent's Agreement remain in full force and effect.

This Agreement cannot be amended or modified except by written notification by AML.

Agent \_\_\_\_\_

Date \_\_\_\_\_

I recommend this Agent for commission advance, and agree to the terms of this agreement, specifically including the Guaranty in item 7.

General Agent           *Mark E. Fink*          

Date \_\_\_\_\_

**AMERICAN MEMORIAL LIFE INSURANCE COMPANY**

Approved By \_\_\_\_\_

Date Approved \_\_\_\_\_

Number of Months Approved \_\_\_\_\_

## Request for Taxpayer Identification Number and Certification

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

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

### Part I Taxpayer Identification Number (TIN)

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

Social security number
or
Employer identification number

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

### Part II Certification

Under penalties of perjury, I certify that:

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 ▶
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## General Instructions

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

### Purpose of Form

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

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

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.

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

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



Commissions will be paid as a percentage of Policy Premium Received		
Age	1st year	Lifetime Renewals
0-25	70%	7%
26-75	110%	7%
76-80	70%	7%
81-85	40%	7%

## Chargeback Policy

Earned commission is not subject to chargeback.

100% of advanced commission not yet earned is subject to chargeback for policy termination during the first year. Please see the contract for additional information.

Earned commission will be reversed if the associated premium transaction is reversed at any time during the life of the contract.

Agent Name (Print)	Signature of Agent	Date
Direct Upline/Manager Name		
<i>Mark E. Fink</i>		Western Marketing

FMO-CS-SC-TT



## INITIAL STATE APPOINTMENT FEES

STATE	STATE	RESIDENT	NONRESIDENT
AL	Alabama	\$30.00	\$30.00
AK	Alaska	No Charge	No Charge
AZ	Arizona	No Charge	No Charge
AR	Arkansas	No Charge to You	No Charge to You
CA	California	\$23.00	\$23.00
CO	Colorado	No Charge	No Charge
CT	Connecticut	\$80.00	\$80.00
DE	Delaware	\$25.00	\$25.00
DC	District of Columbia	\$25.00	\$25.00
FL	Florida	\$60.00	\$60.00
GA	Georgia	\$17.85	\$17.85
HI	Hawaii	No Charge	No Charge
ID	Idaho	No Charge	No Charge
IL	Illinois	No Charge	No Charge
IN	Indiana	No Charge	No Charge
IA	Iowa	\$5 or Retaliatory	\$5 or Retaliatory
KS	Kansas	\$5.00	\$5.00
KY	Kentucky	\$40.00	\$50.00
LA	Louisiana	\$20.00	\$20.00
ME	Maine	\$30.00	\$70.00
MD	Maryland	No Charge	No Charge
MA	Massachusetts	\$75.00	\$75.00
MI	Michigan	\$5.00	\$5.00
MN	Minnesota	\$10.00	\$10.00
MS	Mississippi	\$25.00	\$25.00
MO	Missouri	No Charge	No Charge
MT	Montana	No Charge	No Charge
NE	Nebraska	\$8 or retaliatory	\$8 or retaliatory
NV	Nevada	\$15.00	\$15.00
NH	New Hampshire	\$25.00	\$25.00
NJ	New Jersey	\$25.00	\$25.00
NM	New Mexico	\$20.00	\$20.00
NC	North Carolina	\$10.00	\$10.00
ND	North Dakota	\$10.00	\$10.00
OH	Ohio	\$20.00	\$20.00
OK	Oklahoma	\$55.00	\$55.00
OR	Oregon	No Charge	No Charge
PA	Pennsylvania	\$15.00	\$15.00
RI	Rhode Island	No Charge	No Charge
SC	South Carolina	No Charge to You	No Charge to You
SD	South Dakota	\$10.00	\$20.00
TN	Tennessee	\$15.00	\$15.00
TX	Texas	\$10.00	\$10.00
UT	Utah	No Charge	No Charge
VT	Vermont	\$60 or retaliatory	\$60 or retaliatory
VA	Virginia	\$12.00	\$12.00
WA	Washington	\$20.00	\$20.00
WV	West Virginia	\$25.00	\$25.00
WI	Wisconsin	\$16.00	\$50.00
WY	Wyoming	\$15.00	\$15.00

(All fees are subject to change per DOI)

**American Memorial Life  
Insurance Company®**

*If you have any questions contact:  
The Licensing and Agency Team:*

*Toll free number:  
(800) 742-7021*

*Fax:  
(605) 719-0607*

*Email:  
rap.licensing@Assurant.com*