



# 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: \_\_\_\_\_

Carrier: \_\_\_\_\_

- ✓ **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



LIFE INSURANCE COMPANY

4343 N. Scottsdale Rd., Suite 300  
Scottsdale, Arizona 85251  
888-724-4267



BC101006

### Hierarchy Compensation Authorization And Appointment Checklist

HIERARCHY COMPENSATION AUTHORIZATION	
<u>Western Marketing / Mark E. Finken</u> Up-Line Name	<u>SLIC04064</u> Up-Line Producer #
_____ New Producer Name	_____ New Producer Compensation Level
Assign Commissions To <input checked="" type="checkbox"/> <u>Mark E. Finken</u> Authorized Up-Line Signature	<input type="checkbox"/> Initial <input type="checkbox"/> Hierarchy Change _____ Date
<input checked="" type="checkbox"/> _____ Sales Manager's Signature	_____ Date

### APPOINTMENT CHECKLIST

PLEASE COMPLETE AND RETURN THIS PAGE WITH YOUR CONTRACT

We welcome you to Sagicor Life Insurance Company! Checking each item will help to ensure that we have all the information necessary to process your appointment in an expedient manner.

- Completed **Hierarchy Compensation Authorization.**
- Completed **Producer Appointment Application.** *(Please complete each question, sign and date)*  
We must have your complete 5 year employment and address history!
- Please provide a copy of your current **Errors & Omissions** policy declaration page (required for appt).
- Producer Contract.** Signed and dated.
- Signed **Authorization to Obtain Consumer Reports.**
- Completed **Request for Taxpayer Identification Number** form. Signed and dated
- Copy of your license** for your resident state. Copies of all **NON-RESIDENT LICENSES FOR STATES IN WHICH YOU WILL BE PRODUCING.** You must provide applicable non-resident state appointment fees.
- If commissions are being paid to your **Agency or Corporation**, we will require a **copy of the agency/corporation license** for each state in which you are requesting appointment.
- Commissions** are paid via electronic fund transfer on the next business day following the occurrence of any daily commission transaction (settled new business, renewals, earned commission and bonuses). Please complete the **direct deposit authorization** information needed to receive compensation in this manner.
- Provider Name and Completion Date of the **Anti-Money Laundering training course** (required for appt).
- Please complete the Agency Profile so we may better serve your business needs!**

**Mail to:** Sagicor Life Insurance Company  
Licensing and Contracting  
4010 W. Boy Scout Blvd., Suite 800  
Tampa, FL 33607

**Fax to:** 866-463-0397

**Questions? Call Agent Licensing at 1-888-724-4267**



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BC101002

### Application for Appointment

LIFE INSURANCE COMPANY

#### INDIVIDUAL PRODUCER/AGENCY PRINCIPAL INFORMATION

Name: \_\_\_\_\_  CLU  ChFC  CFP  CSA  
 LUTCF  Other \_\_\_\_\_

Email Address: \_\_\_\_\_ Website address: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Sex: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Residence Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Business Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Cell: ( ) \_\_\_\_\_

Residence Phone: \_\_\_\_\_

#### ADDRESS HISTORY (5 years, if necessary use separate page)

Street	City	State	Zip	# of Years

#### EMPLOYMENT HISTORY AND COMPANIES REPRESENTING (5 years, if necessary use separate page)

Company	City	State	Phone #	# of Years

#### AGENCY/ENTITY INFORMATION (Complete this section if either a (1) producer whose commissions are to be paid to agency/entity or (2) a principal)

Agency/Entity Name (Attach a copy of Agency/Entity License): \_\_\_\_\_

Tax Identification Number: \_\_\_\_\_  Individual/Sole Proprietor  Partnership  Corporation/LLC

Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Business Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Cell: ( ) \_\_\_\_\_

Email Address: \_\_\_\_\_ Website Address: \_\_\_\_\_

#### LICENSE INFORMATION

Resident State: \_\_\_\_\_ Resident License Number: \_\_\_\_\_

Non-Resident Appointment States (Attach Non-Resident licenses and applicable appointment fees): \_\_\_\_\_

FLORIDA LICENSED PRODUCERS indicate what County(s) in Florida you will be soliciting business: \_\_\_\_\_



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## Application for Appointment

LIFE INSURANCE COMPANY

### BACKGROUND/PERSONAL HISTORY INFORMATION

**IMPORTANT:** Please read and answer the following questions. For each  Yes  No answer, provide a detailed explanation on a separate sheet of paper. The answers provided will be verified with a consumer reporting agency. If any information requested below has not been disclosed, this could be sufficient reason to close this application for appointment.

1. Have you ever been convicted of or plead guilty or no contest to any felony, misdemeanor or a violation of federal or state securities or investment related regulations? (Sagicor Life Insurance Company prohibits appointment of an agent <b>convicted</b> of any felony)	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Are you currently under investigation by any legal or regulatory authority?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. Do you now owe money to any life or health insurance company?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4. In the past ten years have you or a firm in which you were a partner, officer or Director been declared bankrupt or been party to a bankruptcy or receivership proceeding, or have you had a salary garnished or had liens or judgments against you?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5. Has any insurance company or securities broker-dealer terminated your contract or permitted you to resign for reasons other than non-production?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6. Have you ever been the subject of a consumer-initiated complaint or proceeding by any self-regulatory body or any securities commodities or insurance regulatory body or organization or employer?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7. Have you ever had a claim filed against your professional liability or errors and omissions insurance coverage?	<input type="checkbox"/> Yes <input type="checkbox"/> No
8. Has any insurance department, government agency or self-regulatory authority ever denied, suspended, revoked, censured or barred your license or registration or disciplined you with fines or by restricting your activities?	<input type="checkbox"/> Yes <input type="checkbox"/> No
9. Have you ever been appointed with Sagicor Life Insurance Company or one of its affiliates?	<input type="checkbox"/> Yes <input type="checkbox"/> No
10. Are you related to any Sagicor Employee?	<input type="checkbox"/> Yes <input type="checkbox"/> No

### ANTI-MONEY LAUNDERING TRAINING

11. Have you had any anti-money laundering training in the last 24 months?

Yes I certify that within the last 24 months I have taken an anti-money laundering training course from another insurance company or an approved third party.

Date course taken: \_\_\_\_\_ (DATE REQUIRED)  
 Course Provider: \_\_\_\_\_ (NAME REQUIRED)  
**I acknowledge a refresher anti-money laundering course will be required every two years.**

No I understand that my appointment will not be approved until I complete training and provide a completion date and Course Provider Name. (Note: Call Agent Licensing for training availability)

**Note:** Sagicor requires you to maintain E&O coverage as a condition of your appointment. Please provide a copy of your current E&O Policy Declaration Page with your completed application.

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

I understand and agree that:

- I can solicit business only in states where I am licensed and appointed with Sagicor Life Insurance Company.
- I will not solicit business in states that prohibit solicitation prior to my appointment.
- As a general rule, it is not acceptable to solicit applications anywhere other than the resident state of the applicant.
- I will abide by all current written rules and regulations set forth by the Company.

Signature: \_\_\_\_\_ Date \_\_\_\_\_  
 Producer/Principal

Principal Title: \_\_\_\_\_



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## Producer - Agency Profile

LIFE INSURANCE COMPANY

**PLEASE COMPLETE THIS VOLUNTARY SURVEY TO HELP US BETTER SERVE YOUR BUSINESS NEEDS!**

1. How did you hear about Sagikor Life Insurance Company?  
 \_\_\_\_\_

2. What was the primary reason you contracted with Sagikor Life?  
 \_\_\_\_\_

3. How long have you been in the insurance/financial services industry?  
 \_\_\_\_\_

4. What companies are you currently representing?  
 \_\_\_\_\_

5. What are your favorite life and annuity companies? Why?  
 \_\_\_\_\_

6. Please show the percent of business income you or your agency receive from:

_____ % Life	_____ % Mutual Funds	_____ % P & C
_____ % Annuities	_____ % Health	_____ % Other:

7. Which life products generate production for you? Please show the percentage.

_____ % Term	_____ % U.L.	_____ % Equity Indexed products
_____ % Whole Life	_____ % V.U.L.	_____ % Single Premium

8. Which annuity products generate production for you? Please show the percentage.

_____ % Fixed	_____ % Variable	_____ % Equity Index
---------------	------------------	----------------------

9. Does any company provide you with annualized compensation?  Yes  No If so, what percentage? \_\_\_\_\_ %

10. How do you prospect for clients?

Seminars  Client Dinner  Direct Mail  Referrals  Company-provided leads  
 Purchase leads

Which companies assist you with prospecting and how?  
 \_\_\_\_\_

11. Please indicate which agent or agency channel best describes you and your business:

<input type="checkbox"/> PPGA	<input type="checkbox"/> RGA	<input type="checkbox"/> Broker Dealer
<input type="checkbox"/> MGA	<input type="checkbox"/> IMO	<input type="checkbox"/> Other _____

How many agents do you have contracted? \_\_\_\_\_  
 Where are they geographically located?  
 \_\_\_\_\_

12. What are your Professional Designations?

<input type="checkbox"/> CLU	<input type="checkbox"/> LUTCF	<input type="checkbox"/> CSA
<input type="checkbox"/> ChFC	<input type="checkbox"/> CFP	<input type="checkbox"/> Other _____

13. What can we do to help you build your business?  
 \_\_\_\_\_



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[www.SagicorLifeUSA.com](http://www.SagicorLifeUSA.com)



BC101011

## Producer Agreement

**PRODUCER or ENTITY (CORPORATION, LLC, etc.) NAME:** \_\_\_\_\_

Sagicor Life Insurance Company (hereinafter called the "Company", "we", "our" or "us") and the Person or Entity named above (hereinafter called "Producer", "you", or "your") mutually agree to the terms of this Producer Agreement (the "Agreement") as follows.

### 1. GENERAL AUTHORITY

#### 1.1 AUTHORITY TO SOLICIT

The Company appoints you as a producer to solicit applications for life insurance products and annuities issued by the Company, subject to the terms and limitations in this Agreement. You shall be licensed by the state(s) in which you solicit applications for insurance for the Company. You shall solicit applications in accordance with applicable state laws and regulations, the rules and regulations of the Company, the receipt of which is hereby acknowledged, as such may be in effect or amended from time to time by the Company at its sole discretion and in accordance with the provisions of this Agreement.'

#### 1.2 AUTHORITY OVER PRODUCERS

You are authorized to recruit and recommend to the Company producers to be appointed as your Sub-Producers for purposes of distribution of Company insurance products. The contract made with the Sub-producer shall become effective when executed by the Company and the Sub-producer is licensed and appointed. The Company may refuse to contract with any proposed Sub-producer and reserves the right to terminate any Sub-producer's contract without violating this Agreement.

#### 1.3 LIMITATION OF AUTHORITY

Neither you nor any producers appointed as your Sub-Producers are authorized by or on behalf of the Company to:

- (a) waive, alter or change any provision or condition of the Company's insurance policies or certificates, producer's contracts, literature or receipts, or modify or extend the amount of time for any premium payment due the Company.
- (b) perform any act other than expressly granted herein, except as specifically authorized in writing by the Company.
- (c) bind the Company by any promise or agreement, to incur any debt, expense or liability in its name or account.
- (d) enter into any legal proceedings on behalf of or as a producer of the Company in connection with any matter pertaining to our business without prior written authorization of the Company.
- (e) enter into any contract, incur any expense or obligation, or cause or permit the insertion or distribution in any publication or otherwise, any advertising or publicity matter which in any way involves the Company without the prior written authority of the Company.
- (f) use or distribute any materials that reference Company or Company's products, or use the Company logo, without prior written consent of the Company in connection with the solicitation of applications for insurance or appointment of producers. This excludes materials supplied by the Company.

## 2. RELATIONSHIP

### 2.1 INDEPENDENT CONTRACTOR

Your relationship with the Company shall be that of an independent contractor and not that of an employee. You shall be free to exercise independent judgment as to the time and manner you may perform the acts you are authorized to perform under this Agreement. You consent to receiving communications from us regarding any matters within the scope of this Agreement in any form, including, without limitation, phone solicitations, faxes, and e-mails, and you agree to using the Internet to access and read documents that we only make available through our Website. You shall pay all expenses in connection with your agency.

### 2.2 YOUR SUB-PRODUCERS

You also acknowledge that all producers appointed as your Sub-Producers are independent contractors of the Company. You are responsible for training and supervising such producers in accordance with the rules and regulations of the Company and requirements of the state(s) in which they are licensed and act as producers for Sagicor Life Insurance Company.

Should there be a dispute between you and another Company producer relative to this contract and specifically regarding a producer's appointment, contract level, hierarchy, or a requested transfer, the Company will have the sole right to decide and settle the dispute. This decision will be binding and conclusive on all parties.

### 2.3 YOUR EMPLOYEES

You are solely responsible for compensation of any persons in your employ including any producers and agree to hold the Company harmless from any damages which may be incurred as a result of your failure to compensate said individuals.

### 2.4 TERRITORY OR PRODUCTS

You have no exclusive territory or product distribution rights. Your territory is any state in which you are licensed and the Company is authorized to conduct business.

Without liability to you, the Company may, at its sole discretion

- (a) discontinue writing business in any territory;
- (b) discontinue and/or withdraw any product or policy form in any or all states or territories without prejudice to our right to continue use of said form in any other state or territory;
- (c) resume the issuance or use of any form in any state, territory or territories;
- (d) designate certain products to be marketed only through select persons, distribution organizations, or Company affiliates.

## 3. DUTIES

### 3.1 COLLECTION OF PREMIUM

You shall not receive or collect cash for or on behalf of the Company. You shall only receive or collect checks, drafts, or other financial instruments made payable to the Company. Neither you nor your Sub-Producers are authorized to endorse or cash checks, drafts, or other financial instruments made payable to the Company. You are authorized to collect and promptly remit to the Company the first premium on business produced by you in accordance with the Company's rules and regulations. You shall be liable to the Company for all monies received on behalf of the Company and monies payable to the Company. Any monies received on behalf of the Company will be held in trust by you and shall not be used by you for any personal or other purposes whatsoever, but shall be immediately forwarded to the Company.

### 3.2 DELIVERY OF POLICY

The producer shall promptly deliver issued policies in accordance with the Company's policies and procedures. The policies may be delivered only if:

- (a) the proposed insured at the time of delivery is, to the best of your knowledge and belief, in as good a condition of health and insurability as stated in the application for such policy, and
- (b) the first premium has been fully paid.

Any policy not delivered in accordance with the Company's policies and procedures shall be immediately returned to the Company. For each policy issued in the form as applied for and returned for cancellation by the applicant, or for each policy which is reissued at your request, we may require you to reimburse us for an underwriting charge.

### 3.3 PROFESSIONAL ERROR AND OMISSION LIABILITY.

At all times during the term of this Agreement, and at your own expense, you shall carry professional error and omission insurance in an amount of not less than \$1,000,000. You shall carry this claims made coverage for a period of 180 days following expiration or termination of this Agreement or in the alternative purchase an extended claims reporting provision allowing claims arising from actions during the term of this Agreement to be reported up to 180 days after the expiration or termination of this Agreement.

## 4. COMMISSIONS

4.1 We will pay to you commissions at the rate and in accordance with the conditions set forth in the commission schedule.

4.2 The commission schedule may be amended by the Company at its option, which amendments shall be effective upon written notice to you. Any amendment to the commission schedule will apply only to applications written after the effective date of the amendment.

4.3 Commissions will be paid on premiums paid in advance of the due dates.

4.4 Commissions shall be payable no less than monthly as long as the minimum commission earned equals or exceeds \$50. Any commission earned that remains below \$50 will be paid by the Company the next commission cycle after the commission balance equals or exceeds \$50. If the premium on any policy secured hereunder is not paid within ninety days from the premium due date and such policy is subsequently reinstated, you shall be entitled to further commissions only if the policy is reinstated through you.

4.5 You shall not be entitled to commissions on premiums waived or paid by us under the disability waiver of premium provisions or waiver of monthly deductions of any policy.

4.6 Should the Company, at its sole discretion, deem it appropriate at any time to rescind, cancel or non-renew a policy and/or refund any premium on which you were paid commission, then such commission shall be charged back to you and your sub-producers in the month this occurs.

4.7 Commissions on benefit riders, term riders, permanent and table extras, replacement policies and conversions shall be payable in accordance with Company practices at the time the coverage is issued, converted or replaced, as the case may be.

4.8 All commissions in this Agreement shall be reduced by the amount which the Company, pursuant to the terms of their respective commission schedules, pays directly to sub-producers recommended by you and under your supervision. The Company will make available to you no less frequently than monthly, statements showing commissions credited and other account entries within such account period.

4.9 The Company must be notified in writing of any disputed amounts or transactions with 90 days of the transaction date. Should a dispute arise between you and another producer over commissions, the Company will have the sole right to determine to whom such commission shall be paid and the decision shall be binding and conclusive to all parties.

## 5. LIABILITY

The producer is authorized to collect and promptly remit to the Company the first premium on business produced by the producer in accordance with the Company's rules and regulations. You shall be liable to the Company for all monies received on behalf of the Company and monies payable to the Company as a balance due as shown on producer's monthly statement. This includes monies paid to you or to sub-producers recruited or recommended by you. Any monies received on behalf of the Company will be held in trust by the producer and shall not be used by the producer for any personal or other purposes whatsoever, but shall be immediately forwarded to the Company. The Company reserves the right to charge interest on any amounts due hereunder up to 8 percent per year (or the maximum allowed by law whichever is less).

All accounting records maintained by you relating to our business are subject to inspection at any reasonable time by our authorized representatives. You shall make such records available to the Company on request at any time during normal business hours.

## 6. INDEBTEDNESS AND OFFSET

The Company, as additional security and to secure the repayment of any indebtedness due the Company under this Agreement or any other contract with the Company, shall have a first and prior lien against any compensation due you under this Agreement and against any other sums due or to become due to you from the Company for any reason. You further hereby assign and grant to the Company an interest in all compensation due or to become due and all other sums which you may have on deposit with the Company from time to time. The Company may, at any time, offset any such indebtedness against compensation due you or other monies which you may have on deposit with the Company under this Agreement or any other contract or Agreement with the Company. If the Company does elect to offset, the offset shall not constitute an election by the Company to forego any other remedies to collect the indebtedness. You agree to pay all costs of collection, including attorney fees, incurred by Company or successors it assigns in collecting any indebtedness from you. The term "Company", as used in this paragraph, shall include all companies affiliated with Sagicor Life Insurance Company.

## 7. REIMBURSEMENT & INDEMNIFICATION

You shall reimburse the Company and/or indemnify the Company for any loss including attorneys' fees resulting from actions by you or your sub-producers and or all costs, expenses and attorneys' fees that the Company may incur in recovering from you any property or indebtedness belonging to or due the Company. You agree to indemnify and hold the Company harmless for any claim, loss, expense, cost or liability which it may incur resulting from your breach of the terms of this Agreement or violation of any law or regulation or failure to comply with any court order or order of any governmental agency. Should any claims or lawsuits be made by any third party against you or the Company as a result of alleged wrongdoing by you, then you shall hold the Company harmless from and indemnify it for any claim, loss, expense, cost or liability which it may incur defending the action and for any settlement or judgment resulting from such action. The Company may, at its discretion, defend or settle any such claim. The terms of this provision shall survive termination, as outlined in Section 13.

## 8. FORFEITURE

If, at any time, you endeavor to induce producers of the Company to discontinue their contracts with the Company, or the Company's policy owners to relinquish their policies, you shall forfeit any and all commission(s) that you might otherwise have acquired under any and all contract(s), with the Company. Forfeiture under this paragraph shall not constitute an election by the Company to forego any claim it may have against you.

## 9. TERMINATION OF CONTRACT

9.1 This Agreement shall be automatically terminated without written notice to you by the Company in the event of

- (a) your failure to be licensed to sell;
- (b) your death; alternately, if you are an entity, upon any event legally or contractually causing a dissolution of the entity. We may continue to rely on this Agreement as existing before such dissolution until we receive formal written notice of dissolution.

9.2 This Agreement shall be terminated upon Written notice by the Company, upon its discovery that you have engaged in any of the following:

- (a) withheld or misappropriated any money or other property belonging to us;
- (b) subjected us to liability due to any act, omission or misrepresentation by you;
- (c) committed a criminal act involving theft or dishonesty;
- (d) failed to comply with the laws, rules or regulations of any federal, state, or other governmental agency or body having jurisdiction under this Agreement;
- (e) committed any fraud;
- (f) fail to conform to the rules and regulations of the Company;
- (g) fail to cooperate completely and honestly with the Company with regard to its handling and resolution of any matter that is related to your representation of the Company pursuant to this Agreement;
- (h) fail to pay any indebtedness to the Company on demand;

- (i) replace the Company's policies with another Company.
- (j) fail to attain paid first year production in any calendar year in the amount shown on the Commission Schedule in force. This requirement includes the total of all paid first year premiums for all plans as specified in the Commission Schedule, and all amendments attached thereto, paid to you and sub-producer(s) recommended by you.

Should you be terminated under Section 9.2, you shall be liable to us for such acts including liability for damages we incur by virtue of such act or acts and you will forfeit all your rights to any further payments and/or commissions under this Agreement.

9.3 This Agreement may also be terminated by either party with or without cause by giving fifteen days written notice to the other party. The right to termination under this subsection (d) is not restricted by the provisions for termination in (a) or (b) above.

9.4 Upon any termination of this Agreement, you shall immediately deliver to us all of the previously furnished materials, supplies, advertising and any other printed matter which mentions the Company.

9.5 Should the renewal commissions due you be less than \$100.00 for any calendar year, the Company may discontinue payment to you at its discretion.

9.6 Except as set forth in Sections 8 and 9.2, first year and renewal commissions shall be fully vested as they accrue; renewal commissions will be vested at 100% of the renewal commission percentage shown in the commission schedule or amendment.

9.7 On termination of this Agreement, all accounts between Company and Producer shall, for the purpose of settlement, be merged into one account. If such account shows a net balance in favor of Producer, the Company shall pay such balance to Producer; but if the account shows a net balance in favor of Company, Producer shall pay such net balance to Company.

9.8 In the event of termination of this Agreement for any reason, the liability, lien, reimbursement and indemnification, and set-off provisions hereof shall continue in full force and effect beyond the termination hereof. If, subsequent to termination, any monies become due from you to the Company, and you fail to repay such monies upon due demand, all compensation due hereunder or under any other contract you may have with the Company shall be forfeited. Forfeiture under this provision shall not, in any way, prejudice the Company's right to pursue any remedies available to it to collect any monies owed by you to the Company.

## 10. NOTICES

Any notice or demand required or permitted to be given under this Agreement shall be in writing, and shall be deemed effective (unless this Agreement provides for a different method or period of time), upon actual receipt by the party receiving the notice at its then principal place of business. Your principal place of business will be deemed your last known address in the Company's records, and either party may change the address to which such notices are to be addressed by giving the other party notice in the manner herein set forth. There will be a rebuttable presumption of receipt upon (a) the notification of a successful facsimile transmission, provided that a copy is also deposited in the U.S. Mail; (b) delivery confirmation by an overnight courier service; (c) delivery confirmation by certified U.S. Mail; or (d) personal delivery.

## 11. SEVERABILITY

Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision contained herein, and such other provisions shall remain in full force and effect.

## 12. NON-WAIVER

The forbearance or neglect of the Company to insist upon strict compliance by you with any of the provisions of this Agreement, whether continuing or not, or to take action against you including termination of the contract, shall not be construed as a waiver of any of the Company's rights or privileges hereunder. No waiver of any right or privilege of the Company arising from any default or failure of performance by you shall affect the Company's rights or privileges in the event of a further default or failure of performance.

## 13. SURVIVAL.

The provisions of Sections 3.1, 7, 9, 12, 15, 16 and 17 shall survive termination of this Agreement.

## 14. ASSIGNMENT /AMENDMENT

This Agreement may be assigned by the Company without obtaining your consent. You may not assign this Agreement or any part hereof, without obtaining the prior written consent of the Company. This Agreement may not be changed by any verbal promise or statement by who so ever made, and no written modification or change will bind the Company unless it is signed by an Officer of the Company, and expresses an intention to modify or change this Agreement.

## 15. ARBITRATION

If any dispute or disagreement shall arise in connection with any interpretation of this agreement, its performance or non-performance, or the figures and calculations used, the parties shall make every effort to meet and settle their disputes in good faith informally. If the parties cannot agree on a written settlement within (90) ninety days after it arises, or within a longer period agreed upon by the parties, then the matter in controversy shall be settled by arbitration, in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The place of any arbitration shall be Hillsborough County, Florida (or such other place as determined by the Company, at its sole discretion).

## 16. APPLICABLE LAW

To the full extent controllable by our stipulation, this Agreement shall be construed in accordance with Company rules and policies now or hereafter established and shall be interpreted and enforced under the laws of Florida without regard to conflicts of law principles.

## 17. PROTECTION OF PRIVACY AND SECURITY REQUIREMENTS

You acknowledge receipt of our HIPPA Privacy Notice, and agree to comply with:

- (a) Our policies regarding the use of private policyholder information,
- (b) Requirements of the Health Insurance Portability and Accountability Act of 1996 and other applicable laws;
- (c) Requirements of the Federal Gramm-Leach-Bliley Act and all other applicable federal and state privacy laws;
- (d) USA Patriot Act of 2001;
- (e) Statutes administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"); and the Telephone Protection Act of 1991 (amended 2003), and the National Do Not Call List administered by the Federal Trade Commission (FTC).

## 18. COUNTERPARTS; ETC.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. The electronic transmission of a signed signature page, by one party to the other(s), shall constitute valid execution and acceptance of this Agreement by the signing/transmitting party. This Agreement shall not be altered or amended except by an instrument in writing signed by or on behalf of all of the parties hereto. No ambiguity in any provision hereof shall be construed against a party by reason of the fact it was drafted by such party or its counsel. References to "including" means including without limiting the generality of any description preceding such term. For purposes of this Agreement: "hereof," "hereby," "hereunder," "herewith," "hereafter" and "hereinafter" refer to this Agreement in its entirety, and not to any particular subsection or paragraph.

## 19. ENTIRE AGREEMENT.

This Agreement contains the entire understanding of the parties relating to the subject matter contained herein and supersedes all prior written or oral contracts and agreements and all contemporaneous oral contracts, agreements and understandings relating to the subject matter hereof.

## 20. TRADEMARKS.

You acknowledge that the Company and/or its affiliates are the owner of all right, title and interest in and to the tradenames "Sagikor" and "Sagikor Life Insurance Company" as well as other designs trademarks, service marks, mottos and logos (the "Marks") that have become associated with the Company. You are hereby granted a limited license to use the Marks only to the extent necessary to carry out your duties hereunder. This license shall terminate effective upon termination of this Agreement.

**21. BENEFICIARIES**

If you are an individual, your Primary and Contingent Beneficiary designations (for the receipt of vested commissions) should be indicated in this Agreement. If no designations are shown, your estate will be your beneficiary. The Contingent Beneficiary will participate in the receipt of benefits only upon death of all Primary Beneficiaries prior to your death. You may change any beneficiary without his or her consent, prior to designation of any irrevocable beneficiary, by filing a written request for the change with the Company's home office. The request will not be effective until the Company sends you notice that the request has been received. Once this notice has been sent, the change will relate back to and take effect as of the date you signed the request. The Company will not be liable for any payments it makes before it acknowledges receipt of the request. A new designation of beneficiary terminates the interest of all previous beneficiaries.

**22. BENEFICIARY DESIGNATIONS**

**Primary Beneficiary**

Full Name	Relationship	Address	SSNTTIN	DOB	%

**Contingent Beneficiary**

Full Name	Relationship	Address	SSNTTIN	DOB	%

**DIRECT DEPOSIT FOR COMMISSIONS** (please include a voided check)

Payments for commissions are made if the commission payment is greater than \$50.00, whether or not direct deposit option is selected.

Bank Name	Transit/ABA Number	Bank Account Number	Bank Account Type <input type="checkbox"/> Checking <input type="checkbox"/> Savings
Bank Address	City	State	Zip
			Bank Phone Number

It is hereby understood that by completing the above information and signing below I authorize Company to initiate credit entries to my bank account. I understand that this authorization will allow Company to debit my bank account if the funds are credited erroneously to this account, This authority remains in force until Company receives written notice from me terminating this service or notice from me changing the account information for this service.

[Remainder of Page Intentionally Left Blank.]

I HAVE READ, UNDERSTAND, ACCEPT, AND AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS CONTRACT, AND I AGREE TO READ, ACCEPT AND ABIDE BY ALL TERMS AND CONDITIONS STATED IN SAGICOR LIFE INSURANCE COMPANY'S OPERATING AND COMPLIANCE MANUAL AS OF THE DATE OF MY EXECUTION OF THIS AGREEMENT AND AS IT IS SUBSEQUENTLY AMENDED BY THE COMPANY.

I understand and agree, that as a producer of Sagicor Life Insurance Company, it is not only my "ethical responsibility" but it is required that I have a thorough understanding of the Company's products. I will present accurately and honestly all facts essential to each potential policyholder's decision and recommend only a product suitable for their needs.

This contract shall be first signed by you and shall not be effective until thereafter accepted and signed by the Company. I hereby affirm that all answers and information provided by me are true.

\_\_\_\_\_  
Name (and title if signing as Principal for Entity) Tax Identification Number

\_\_\_\_\_  
Signature of Producer or Principal of Entity Date Signed

To be completed by the Home Office:

By (Name): \_\_\_\_\_ Title: \_\_\_\_\_  
Name

Signature: \_\_\_\_\_ Effective Date: \_\_\_\_\_



LIFE INSURANCE COMPANY

4343 N. Scottsdale Rd., Suite 300  
Scottsdale, Arizona 85251  
888-724-4267

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BC101004

### Direct Deposit Authorization

<input type="checkbox"/>	Initial Request
<input type="checkbox"/>	Change

#### THE BENEFITS OF DIRECT DEPOSIT ARE AUTOMATIC!

Receive your commissions automatically by Direct Deposit! Take a look at all the benefits you receive when you take advantage of Direct Deposit:

- ◆ **Free**  This service is provided free of charge!
- ◆ **Secure**  No more worries about lost or stolen checks!
- ◆ **Convenient**  No more special trips to the bank!
- ◆ **Reliable**  Your commissions are deposited when you are home or away!
- ◆ **Availability of Funds**  For your convenience, funds are immediately available for your use!
- ◆ **Ease of Use**  Simply complete the authorization below and send it in with a voided check.

**Complete the authorization below and fax to 480-425-5150**

If you have any questions about Direct Deposit of Commissions, contact us at 888-724-4267

#### INDIVIDUAL PRODUCER INFORMATION Please print or type

Primary Name on Account	Producer Number	SSN
Address	City, State	Zip Code

#### BANK INFORMATION Please print or type

Bank Name	Transit/ABA Number	Bank Account Number	Bank Account Type <input type="checkbox"/> Checking <input type="checkbox"/> Savings
Bank Address	City	State	Zip Bank Phone Number

I hereby authorize Sagicor Life Insurance Company (SLIC) to initiate credit entries to my bank account. I understand that this authorization will allow SLIC to debit my bank account if the funds are credited erroneously to this account. This authority remains in force until SLIC receives written notice from me terminating this service or notice from me changing the account information for this service.

Signature X \_\_\_\_\_ Date \_\_\_\_\_

PLEASE ATTACH YOUR VOIDED CHECK HERE



# REQUEST FOR TAXPAYER IDENTIFICATION NUMBER

Please complete and return to:  
Sagikor Life Insurance Company  
Attn: Agent Licensing  
4343 N. Scottsdale Rd., Suite 300  
Phoenix, AZ 85251

## FOR OFFICE USE ONLY

Name \_\_\_\_\_  
Locator ID \_\_\_\_\_  
\_\_\_\_\_

### Step 1. (Check ONE box only and provide your complete name and Taxpayer Identification Number.)

<input type="checkbox"/> <b>U.S. Resident – Individual/Sole Proprietor</b> (Form 1099 reportable)
Name _____
If you are a sole proprietor, name the owner of the business: _____
Social Security Number _____
Employer Identification Number _____
<input type="checkbox"/> <b>U.S. Partnership, Limited Liability Company ("LLC"), or Trust</b> (Form 1099 reportable)
Name (as shown on your tax return) _____
Employer Identification Number _____
<input type="checkbox"/> <b>U.S. Corporation</b> (exempt from Form 1099 reporting except for medical or legal services) <small>(If an LLC electing corporate status for U.S. tax purposes, please attach a copy of your U.S. tax election on IRS Form 8832, <i>Entity Classification Election</i>)</small>
Name (as shown on your tax return) _____
Employer Identification Number _____
<input type="checkbox"/> <b>U.S. Tax-Exempt Organization or Federal, State, or Local Government Agency</b> (exempt from Form 1099 reporting)
Name (as shown on your tax return) _____
Employer Identification Number _____

**Step 2. Certification/Signature** (Complete the following) Under penalties of perjury my signature certifies 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).
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 a U.S. person (including a U.S. resident alien).

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, number 2 above 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.

Signature: \_\_\_\_\_ Phone: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

### Instructions for U.S. Tax Persons

As a business, federal income tax law requires us to report certain payments we make to you if you are not exempted from this reporting responsibility. In order for us to properly meet the federal tax law requirements, we need certain information from you. Please complete the information requested above and return this form to the address shown above. If you do not provide us with your correct taxpayer identification number, you may be subject to a \$50 penalty imposed by the Internal Revenue Service. In addition, you may be subject to 28% backup withholding on reportable payments we make to you. *If you have any questions, please call us at 800 531 5067 x4410.*

**Are you a U.S. person?** The IRS defines a U.S. person as:

- a U.S. citizen;
- an entity (company, corporation, trust, partnership, estate, etc.) created or organized in, or under the laws of, the United States; a state; or the District of Columbia;
- a U.S. resident (someone who has a "green card" or has passed the IRS "substantial-presence test." For an explanation of the substantial-presence test, please see IRS Pub. 515 or 519, available at [www.irs.gov](http://www.irs.gov).)

If your answer is NO, please do not complete this form and contact us at 800 531-5067.

If your answer is YES, please complete the form.

See page 2 for additional information.

## Instructions for Non-U.S. Persons

If you are a non-U.S. resident or a corporation, partnership or other entity formed outside the U.S. and you are receiving payments as beneficial owner, IRS procedures require you to submit one of the following forms for use in determining the correct course of tax withholding on and information reporting of payments made to you. *These forms are available at [www.irs.gov](http://www.irs.gov):*

- IRS Form 8233, *Exemption From Withholding on Compensation for Independent (and Certain Dependent) Personal Services of a Nonresident Alien Individual* **OR**
- IRS Form W-8ECI, *Certificate of Foreign Person's Claim for Exemption from Withholding on Income Effectively Connected with the Conduct of a Trade or Business in the United States*. **OR**
- IRS Form W-8BEN, *Certification of Foreign Status of Beneficial Owner for United States Tax Withholding*.

If you are not a beneficial owner, but instead acting in an agency capacity for a beneficial owner, you may be required to submit:

- IRS Form W-8IMY, *Certificate of Foreign Intermediary, Foreign Flow-Through Entity, or Certain U.S. Branches for United States Tax Withholding*.

*If you need assistance in completing one of the above forms, please consult your U.S. tax advisor for the appropriate help in determining which of these forms should be submitted and in correct completion of the form. We require your provision of this information to assist us for tax purposes in correctly withholding and reporting payments we make to you for your services.*

## Specific Instructions

**Name.** If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name. If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered on the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return. You may also enter your business, trade, or "doing business as (DBA)" name.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name and the LLC's name on the form.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity.

## 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.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax 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. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

## 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-owner LLC that is disregarded as an entity separate from its owner, enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

**Note.** See the chart on page 4 of the instructions for the IRS Form W-9, available at [www.irs.gov](http://www.irs.gov), 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 Social Security Administration office or get this form online at [www.socialsecurity.gov](http://www.socialsecurity.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](http://www.irs.gov/businesses) and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.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, 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.** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

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

**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, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, 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, or
2. You do not certify your TIN when required, or
3. The IRS tells the requester that you furnished an incorrect TIN, or
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 the instructions for the IRS Form W-9, available at [www.irs.gov](http://www.irs.gov), under "Exempt from Backup Withholding" for more information.



4343 N. Scottsdale Rd., Suite 300  
 Scottsdale, Arizona 85251  
 888-724-4267



BC101001

**Guarantor Agreement**

LIFE INSURANCE COMPANY

In order to induce Sagicor Life Insurance Company (the [Company]) to enter into commission Advance Agreements (Agreements) by and between the Company and certain Producers, \_\_\_\_\_ (Guarantor/Recruiter), hereby unconditionally guarantees the payment of all commissions now or hereafter advanced to any such Producer by the Company. As used herein, the term [Producer] shall mean any producer of the Company on whom Recruiter receives an override commission, or, who is assigned to Recruiter and becomes a part of Recruiter's hierarchy, regardless of the number of levels of producers under the Recruiter.

Guarantor/Recruiter hereby approves any advances which Company makes to a Producer assigned to Recruiter and Company shall not be obligated to obtain Guarantor/Recruiters approval on any specific advance.

The obligation of Guarantor/Recruiter hereunder is an absolute, unconditional, continuing guaranty of payment and performance by the Producers and will not terminate until all Producers have paid in full all amounts owing to Company and performed all obligations under the Agreements.

Guarantor/Recruiter understands that any and all commissions, both first year and renewal, to which Guarantor/Recruiter becomes entitled under any contract Guarantor/Recruiter enters into with Sagicor Life Insurance Company, are hereby assigned as security for the repayment of sums guaranteed by endorsement hereon and that Guarantor/Recruiter is responsible upon demand for the repayment of any advances/loans made by the Company pursuant to the Agreements.

This Guarantor Agreement shall survive the termination of any contractual relationship between Sagicor Life Insurance Company and the Producer and the Guarantor/Recruiter.

\_\_\_\_\_  
 Name (and title if signing as Principal for Entity)   
 Guarantor/Recruiter

\_\_\_\_\_  
 Tax ID #

\_\_\_\_\_  
 Producer #

\_\_\_\_\_  
 Guarantor/Recruiter Signature

\_\_\_\_\_  
 Date

**To be completed by the Home Office:**

The effective date of this Guarantor Agreement is \_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_  
 Signature Name

Title: \_\_\_\_\_



4343 N. Scottsdale Rd., Suite 300  
 Scottsdale, Arizona 85251  
 888 724-4267

BC101003

**Advanced Commission Loan Agreement**

LIFE INSURANCE COMPANY

In order to assist \_\_\_\_\_ (individual or entity name - herein referred to as "Producer"), Sagicor Life Insurance Company ("Company") agrees that so long as this Advanced Commission Loan Agreement ("Agreement") remains in force the Producer will be advanced up to 65% of the Producer's first year commissions ("Advanced Commission Loans").

Advanced Commission Loans will be paid as specified in the Producer Contract as each policy is settled. An Advanced Commission Loan on a settled policy will be recovered with each subsequent premium payment on the applicable policy, including the first, until the Advanced Commission Loan is recovered on that policy. When the Advanced Commission Loan has been repaid on the respective policy, the policy reverts to an earned commission status. Chargebacks for terminations will occur according to the Producer's compensation schedule. The Producer agrees that if before an Advanced Commission Loan has been fully repaid, the policy on which the Producer has received the Advanced Commission Loan terminates, then the unpaid Advanced Commission Loan remains a debt that the Producer owes to the Company, and the Company may apply toward repayment of the debt any commissions that are due or become due to the Producer for the sale of other policies.

Except for policies on which the first year premium is received prior to settlement, the Producer agrees that an Advanced Commission Loan will only be paid on policies with premium paid by electronic funds transfer.

Advanced Commission Loans will not be paid on policies providing coverage to a relative (by blood or marriage) of the Producer, Group Business, Annuities, or Single Premium (or other policy types that the Company may define in the future).

The Producer agrees that the Company may review the Producer's credit history with any upline of the Producer, including the Upline who is signing the Agreement below as the guarantor of the debt.

The Producer agrees the maximum dollar limit of the advanced commission on each eligible policy issued by the Company is \$1,500 and the maximum dollar limit on the amount applicable to the total outstanding advances of the Producer's first year commissions on all eligible policies placed by the Producer with the company is \$15,000. Any exceptions to these maximum limits must be expressly agreed to in writing by the Company and the Upline signing the Agreement.

The Producer agrees that the Producer's overall persistency, per data in the Company's Business Intelligence report, must remain at a level of 85% or greater, using the previous two years production where applicable, to qualify and retain eligibility for Advanced Commission Loans.

The Company reserves the right to terminate this Agreement at any time. Also, the Agreement may be terminated in writing at any time by the Producer or the Upline signing the Agreement. The termination is effective on the date the Company receives the written notification, and Producer and Upline will be responsible for any and all Advanced Commission Loans made on policies that the Company issued as a result of applications it received from the Producer prior to that date.

In consideration for the advanced payment of commission provided under this Agreement, the Producer hereby agrees that if upon termination of the Producer's Contract ("Contract") with the Company, the commissions advanced under this Agreement exceed the commissions actually earned, then the Producer waives and releases all rights under said Contract to any future commissions on the business so advanced. Further, the excess of commissions advanced over commissions earned is a debt which the Producer immediately owes the Company. The Company expressly retains its rights of offset as set forth in the Producer Contract. The company shall charge interest monthly on any indebtedness to the company and any unpaid balance shall bear interest payable monthly at 8% (or the rate as amended from time to time by the Company at its sole discretion).

\_\_\_\_\_  
 Producer's Name (and title if signing as Principal for Entity)

\_\_\_\_\_  
 Producer #

\_\_\_\_\_  
 Producer's Signature

\_\_\_\_\_  
 Date

The person or entity receiving override commissions on the business of the Producer and acting as a guarantor of the debt of the Producer created by this Agreement, is referred to herein as the "Upline". The Upline hereby agrees that:

1. Upline approves any Advanced Commission Loans which Company makes, in accordance with the terms of this Agreement, and Company shall not be obligated to obtain Upline's approval on any such Loans. Company and Upline must expressly agree in writing to any Advanced Commission Loan payment made to Producer in exception to the maximums specified in this Agreement.
2. Upline's guaranty of loan payment under this Agreement is only for those loans which the Company provides to the Producer on policies that the Company issued as a result of applications it received from the Producer prior to the termination date of this Agreement.
3. The obligation of Upline hereunder is an absolute, unconditional, continuing guaranty of payment and performance by the Producer and will not terminate until all amounts Producer owes to the Company under this Agreement have been paid in full and all of Producer's obligations under this Agreement have been performed.
4. If upon termination of either the Producer's Contract or this Agreement the commissions that have been advanced to the Producer under this Agreement exceed the commissions actually earned, any and all direct and override commissions, both first year and renewal, to which Upline is or becomes entitled under any contract Upline has or enters into with the Company, are hereby assigned as security for the repayment of sums guaranteed by endorsement hereon, and Upline is responsible upon Company's demand for the repayment of any Advanced Commission Loans made by the Company pursuant to and in accordance with this Agreement.
5. Upline's responsibilities under this Agreement shall survive the termination of any contractual relationship between the Company and the Producer and the Upline.

Mark E. Finken - President  
Printed Name of Upline (and title, if signing as Principal for Entity)

Western Marketing  
Entity Name, if applicable

Mark E. Finken

Signature - Upline

SLIC04064

Upline Producer #

**To be completed by the Home Office:**

The effective date of this Guarantor Agreement is \_\_\_\_\_, 20 \_\_\_\_\_

Signed By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

Title: \_\_\_\_\_