

# LEGACY SOLICITOR CONTRACTING KIT





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

**You must return the following items completed in full to:**

Legacy Insurance Services, Inc. of America  
P.O. Box 668  
Boys Town, NE 68010-9924

**Information should be typed or printed legibly in ink. Missing items will delay the contracting and appointment process.**

**Appointment Application**

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

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

**Errors and Omissions Coverage**

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

**Disclosure and Authorization for Consumer Reports**

**Appointment Fees**

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

**Solicitor Agreement**

Sign, date and return the Agreement.

**Copies of Licenses**

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

**LIMRA Producer Anti-Money Laundering Training**

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





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

Pennsylvania

**Appointment must be completed within:**

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

Louisiana Montana

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

Kansas Virginia Washington

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

California

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

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

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

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

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

Florida

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

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

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

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





This table shows requirements for appointment of an agent and an agency. **If paperwork is for the agent only, all licenses must be submitted** for appointment(s) in each state they will solicit business in. If you have any questions, please contact Legacy Insurance Services, Inc., Legacy Row Office Building, 17310 Wright Street, Suite 200, Omaha, NE 68130-2155, (800) 493-3007.

STATE	WHO MUST BE APPOINTED		SEND IN A LICENSE COPY	
	AGENT	AGENCY	AGENT	AGENCY
AL	X	X	X	X
AK	Non-appointment state		X	X
AZ	Non-appointment state		X	X
AR	X	X	X	X
CA		X	X	X
CO	Non-appointment state		X	X
CT	X	X	X	X
DE	X		X	X
DC	X	X	X	X
FL	X		X	X
GA	X		X	X
HI	X	X	X	X
ID		X	X	X
IL	Non-appointment state		X	If licensed
IN	Non-appointment state		X	X
IA	X		X	
KS	X		X	X
KY		X	X	X
LA		X	X	X
ME	X	X	X	X
MD	Non-appointment state		X	X
MA	X		X	X
MI	X	X	X	X
MN	X		X	X
MS	X		X	X
MO	Non-appointment state		X	X
MT		X	X	X
NE	X		X	X
NV	X	X	X	X
NH	X	X	X	X
NJ		X	X	X
NM	X		X	X
NY	Not available			
NC	X		X	X
ND	X	X	X	X
OH	X	X	X	X
OK	X	X	X	X
OR	Non-appointment state		X	X
PA	X	X	X	X
RI	Non-appointment state		X	X
SC	X		X	X
SD	X	X	X	X
TN	X		X	
TX		X	X	X
UT		X	X	X
VT	X		X	
VA	X	X	X	X
WA		X	X	X
WV	X		X	X
WI	X		X	If licensed
WY		X	X	X





This table shows requirements for appointment of an agent and an agency. If paperwork is for the agent only, all licenses and fees must be submitted for appointment(s) in each state they will solicit business in. If you have any questions, please contact Legacy Insurance Services, Inc., Legacy Row Office Building, 17310 Wright Street, Suite 200, Omaha, NE 68130-2155, (800) 493-3007.

STATE	WHO MUST BE APPOINTED		WHO PAYS A FEE		FEE AMOUNT		SEND IN A LICENSE COPY	
	AGENT	AGENCY	AGENT	AGENCY	AGENT	AGENCY	AGENT	AGENCY
AL	X	X	X	X	30.00	30.00	X	X
AK	Non-appointment state						X	X
AZ	Non-appointment state						X	X
AR	X	X					X	X
CA		X		X	22.00	22.00	X	X
CO	Non-appointment state						X	X
CT	X	X	X	X	20.00	20.00	X	X
DE	X		X		25.00		X	X
DC	X	X	X	X	25.00	25.00	X	X
FL	X		X		60 + 6/county		X	X
GA	X		X		10.00		X	X
HI	X	X					X	X
ID		X					X	X
IL	Non-appointment state						X	If licensed
IN	Non-appointment state						X	X
IA	X		X		8.00		X	
KS	X		X		5.00		X	X
KY		X	X	X	50.00	120.00	X	X
LA		X		X	20.00	20.00	X	X
ME	X	X	X	X	70.00	70.00	X	X
MD	Non-appointment state						X	X
MA	X		X		75.00		X	X
MI	X	X	X	X	5.00	5.00	X	X
MN	X		X		10.00		X	X
MS	X		X		25.00		X	X
MO	Non-appointment state		X				X	X
MT		X		X			X	X
NE	X		X		8.00		X	X
NV	X	X	X	X	15.00	15.00	X	X
NH	X	X	X	X	25.00	25.00	X	X
NJ		X			25.00	25.00	X	X
NM	X		X		20.00		X	X
NY	Not available							
NC	X		X		20.00		X	X
ND	X	X	X	X	10.00	10.00	X	X
OH	X	X	X	X	20.00	20.00	X	X
OK	X	X	X	X	55.00	55.00	X	X
OR	Non-appointment state			X			X	X
PA	X	X	X	X	15.00	15.00	X	X
RI	Non-appointment state						X	X
SC	X						X	X
SD	X	X	X	X	20.00	20.00	X	X
TN	X		X		15.00		X	
TX		X	X	X	10.00	10.00	X	X
UT		X		X			X	X
VT	X		X		60.00		X	
VA	X	X	X	X	12.00	12.00	X	X
WA		X		X	20.00	20.00	X	X
WV	X		X		25.00		X	X
WI	X		X		50.00		X	If licensed
WY		X		X	15.00	15.00	X	X





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

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

I. GENERAL INFORMATION			
<input type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms. <input type="checkbox"/> Miss	<b>Legal Name</b> <i>First, Middle, Last</i>		Maiden or other name <i>(if applicable)</i>
Social Security No.		Gender <i>(optional)</i> <input type="checkbox"/> Male <input type="checkbox"/> Female	Date of Birth <i>(MM/DD/YYYY)</i> /    /
Mailing Address <i>Street Address</i>		<i>Suite/P.O. Box No. (if applicable)</i>	<i>City</i> <i>State</i> <i>ZIP+4</i>
Business Address <i>Street Address (physical address required)</i>		<i>Suite No. (if applicable)</i>	<i>City</i> <i>State</i> <i>ZIP+4</i>
Residential Address <i>Street Address (physical address required)</i>		<i>Apt. No. (if applicable)</i>	<i>City</i> <i>State</i> <i>ZIP+4</i>
Personal Phone No. (    )		Business Phone No. (    )	Fax No. (    )
E-mail E-mail addresses will remain confidential and are required to facilitate communication between you and the company. E-mail addresses are not sold or furnished to any other entity except as may be required by law or regulatory authority.			
II. AGENCY INFORMATION—LEGACY INSURANCE SERVICES, INC. OF AMERICA			
All states require licensing of agencies receiving writing commissions on business written by subagents. KY, NM, UT and VA require licensing for override commissions.			
Agency Name			<input type="checkbox"/> LLC <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership
More than one location? <input type="checkbox"/> Yes <input type="checkbox"/> No		Tax Identification No.	
List officers below: <i>(if more space is needed, attach additional page)</i>			
<i>Officer Name (First, Middle, Last)</i>		<i>Title</i>	<i>Social Security No.</i>
III. COMMISSIONS <i>(Select one option)</i>			
<input type="checkbox"/> Paid Direct: The commission check is made payable to and sent to the agent			
<input type="checkbox"/> For value received, I irrevocably assign my commissions to the Agency/Agent listed in Section II. I understand that this assignment may be terminated only by written agreement of the Agency/Agent to whom I assign these commissions.			
_____ <i>Signature of Agent</i>			/    / <i>Date (MM/DD/YYYY)</i>
IV. LICENSES			
You must include current license copies for each state in which you are requesting an appointment. If you are requesting non-resident appointments, you must include the proper appointment fee(s).			
Current Resident License No.		State(s) for Appointment <i>(abbreviations acceptable)</i>	
For non-resident Florida appointment, list all counties where appointment is required			
V. ERRORS AND OMISSIONS COVERAGE			
All Assurity producers <u>must</u> maintain a minimum coverage of \$500,000 for each claim per agent with a maximum \$10,000 deductible. If your E & O coverage is maintained through your broker dealer, we require proof that Assurity products are included in the coverage. Please include a copy of the declaration page.			
Do you have Errors and Omissions Coverage? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Are you applying for Calsurance Errors and Omissions Coverage through Assurity? <input type="checkbox"/> Yes <input type="checkbox"/> No    If NO, please provide the information below.			
<i>Carrier of E &amp; O Coverage</i>		<i>Name of Insured</i>	<i>Policy No.</i>



**VI. QUALIFICATION QUESTIONS**

Details (including dates) must be attached for any questions answered YES below.

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

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

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

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

**VIII. AGREEMENT**

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

I understand and agree that:

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

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

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





**DISCLOSURE**

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

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

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

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

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

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

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

**AUTHORIZATION/RELEASE OF INFORMATION**

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

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

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

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



**INVESTIGATIVE CONSUMER REPORTING AGENCIES ACT**  
**California Civil Code Section 1786.22**

- (a) An Investigative Consumer Reporting Agency shall supply files and information required under Section 1786.10 during normal business hours and on reasonable notice.
- (b) Files maintained on a consumer shall be made available for the consumer's visual inspection, as follows:
  - (1) In person, if he appears in person and furnishes proper identification. A copy of his file shall also be available to the consumer for a fee not to exceed the actual costs of duplication services provided.
  - (2) By certified mail, if he makes a written request, with proper identification, for copies to be sent to a specified addressee. Investigative Consumer Reporting Agencies complying with requests for certified mailings under this section shall not be liable for disclosures to third parties caused by mishandling of mail after such mailings leave the investigative consumer reporting agencies
  - (3) A summary of all information contained in files on a consumer and required to be provided by Section 1786.10 shall be provided by telephone, if the consumer has made a written request, with proper identification for telephone disclosure, and the toll charge, if any, for the telephone call is prepaid by or charged directly to the consumer.
- (c) The term "proper identification" as used in subdivision (b) shall mean that information generally deemed sufficient to identify a person. Such information includes documents such as valid driver's license, social security account number, military identification card and credit cards. Only if the consumer is unable to reasonably identify themselves with the information described above, may an Investigative Consumer Reporting Agency require additional information concerning the consumer's employment and personal or family history in order to verify his identity
- (d) The Investigative Consumer Reporting Agency shall provide trained personnel to explain to the consumer any information furnished them pursuant to Section 1786.10.
- (e) The Investigative Consumer Reporting Agency shall provide a written explanation of any coded information contained in files maintained on a consumer. This written explanation shall be distributed whenever a file is provided to a consumer for visual inspection as required under Section 1786.22.
- (f) The consumer shall be permitted to be accompanied by one other person of their choosing, who shall furnish reasonable identification. An Investigative Consumer Reporting Agency may require the consumer to furnish a written statement granting permission to the consumer reporting agency to discuss the consumer's file in such person's presence.





**PARTIES:**

THIS AGREEMENT is made and entered into by and among Legacy Insurance Services, Inc. of America (“Legacy”), a Nebraska corporation, whose address is P.O. Box 668, Boys Town, NE 68010-9924, Assurity Life Insurance Company (“Assurity”), a Nebraska corporation, whose address is P.O. Box 82533, Lincoln, NE 68501-2533, and \_\_\_\_\_ (“Producer”), whose address is \_\_\_\_\_

*Legal Name*

*Address, City, State, Zip Code*

**RECITALS:**

- A. Legacy is the national marketing organization for the Legacy Estate Maximizer policies of life insurance issued by Assurity.
- B. Legacy has recommended Producer for appointment by Assurity as an agent to solicit and obtain applications for the Legacy Estate Maximizer policies of life insurance and other insurance policies and/or annuity contracts described on the Commission Schedule(s) attached to this Agreement (collectively, the “Contracts”).

**AGREEMENT:**

NOW THEREFORE, in consideration of the mutual agreements contained herein, Legacy, Assurity and Producer agree as follows:

**1. AUTHORIZATION**

Subject to appointment by Assurity, Producer is authorized to solicit and obtain applications for the Contracts on a non-exclusive basis in any state or territory in which the Contracts have been approved for sale and in which both Legacy and Producer are duly licensed and appointed by Assurity.

**2. LICENSING REQUIREMENTS AND CONDUCT OF BUSINESS**

Producer agrees to obtain all licenses required by applicable governmental authorities to carry out the obligations and duties of Producer under this Agreement prior to soliciting or selling any Contracts. Producer shall be responsible for the payment of all license and appointment fees. Producer further agrees to comply with all applicable federal, state and local laws and regulations in conducting business under this Agreement.

**3. INDEPENDENT CONTRACTOR RELATIONSHIP**

Legacy, Assurity and Producer agree that Producer is and shall be treated as an independent contractor and not as an employee, servant, agent, partner or joint venturer of Legacy or Assurity. Producer shall be free to exercise independent judgment as to the time, place and manner in which to perform the services authorized by this Agreement; provided, however, that Legacy and/or Assurity reserve(s) the right to prescribe from time to time rules and regulations with respect to the conduct of such business which do not interfere with the exercise of such independent judgment by Producer. Producer shall set his own daily hours of work and shall furnish his own place of work and his own tools and equipment. Legacy and Assurity will not be responsible for withholding, and shall not withhold, FICA or other employment or income taxes of any kind from any payments made to Producer. Legacy shall issue a Form 1099 to Producer. Neither Legacy nor Assurity will provide worker’s compensation insurance coverage to Producer or Producer’s employees. At all times during the term of this Agreement, Producer shall purchase and maintain in force errors and omissions liability insurance with limits acceptable to Legacy and Assurity. Producer will from time to time deposit with Legacy a certificate of insurance from its insurer that such insurance is in force.

**4. DUTIES AND OBLIGATIONS OF PRODUCER**

- a. Producer is authorized to solicit applications for the Contracts, to collect the initial payments due on such applications and to submit the same to Legacy. Any and all premiums collected by Producer with respect to any Contract shall, under all circumstances, be by check or money order made payable to Assurity and in no other form. Such checks are the property of Assurity, shall be securely held by Producer in a fiduciary capacity, and shall be promptly delivered to Legacy, together with all required applications. At no time is Producer authorized to receive premium funds payable to Producer’s personal order or to the order of any entity other than Assurity. No personal checks of Producer will be accepted for payment of any premium.
- b. Producer shall be responsible for promptly delivering each Contract to the insured/owner and to obtain and return to Legacy a signed delivery receipt for each Contract prior to the payment of any commission. Producer may not deliver any Contract unless:
  - i. the person being insured is in good health and insurable condition at the time of delivery;
  - ii. the first premium has been fully paid; and
  - iii. delivery of the Contract is accomplished within the period of time allowed by Legacy and Assurity for such delivery. Any Contract which is not delivered as provided in the preceding sentence shall be promptly returned to Legacy by Producer.
- c. Producer shall use its best efforts to promote the business and interests of Legacy and Assurity as contemplated by this Agreement and shall take no action which would adversely affect the business, good standing or reputation of Legacy or Assurity.
- d. Producer shall be bound by the terms, conditions and limitations set forth in this Agreement and the rules and practices of Legacy and/or Assurity at the time in effect.

**5. MARKET CONDUCT**

- a. Producer agrees that it will:
  - i. treat all money received or collected with respect to the Contracts as the property of Assurity;
  - ii. hold such monies as a fiduciary of Assurity; and
  - iii. deliver same in kind to Legacy.
- b. Producer agrees to comply with all policies and procedures of Legacy and Assurity concerning the replacement of life and annuity Contracts. A replacement occurs whenever an existing policy or Contract is terminated, converted or otherwise changed in value. Producer agrees that it will recommend a replacement only when replacement is in the best interest of the customer. Producer agrees to fully disclose any and all relevant information to the customer regarding the financial impact to the customer of the replacement, whether a new contestability period and/or suicide clause will start under the new policy, and whether the customer will have to resubmit to underwriting to purchase the new policy. Producer agrees to never recommend that a customer cancel an existing policy until a new policy is in force and the customer has determined that the new policy is acceptable.



- c. Producer agrees to adhere to the rules of Legacy and Assurity concerning ethical market conduct, which include but are not limited to:
  - i. carefully evaluate the insurance needs and financial objectives of its clients, and use sales tools (*e.g., sales brochures and policy illustrations*) to determine that the insurance or annuity proposed meets these needs;
  - ii. maintain a current license and valid appointment in all states in which Producer promotes the sale of the Contracts to customers;
  - iii. keep current of changes in state and federal laws and regulations by reviewing the bulletins and newsletters published by the state insurance departments, federal agencies and Legacy;
  - iv. comply with the policies of Legacy and Assurity concerning replacements, and refrain from providing false or misleading information about competitors or competing products or otherwise making disparaging remarks about competitors;
  - v. submit to Legacy for approval prior to use all advertising materials intended to promote the sale of the Contracts;
  - vi. immediately report to Legacy any customer complaints and assist Legacy and Assurity in resolving the complaint to the satisfaction of all parties; and
  - vii. communicate these standards to any agents or office personnel that Producer directly supervises and require their agreement to be bound by these conditions as well.
- d. Producer agrees to protect any confidential information of any applicant for, or owner of, any of the Contracts. Confidential information includes, but is not limited to, any nonpublic personal information about customers or potential customers, regardless of whether it is personally identifiable or anonymous information. Such nonpublic personal information includes, but is not limited to:
  - i. application information, such as health status and history, assets and income;
  - ii. identifying information, such as name, address and Social Security number;
  - iii. transaction information such as policy activity, Contract balances, purchases and withdrawals; and
  - iv. information from other sources, such as credit reports.
- e. Producer agrees that it will not at any time use or disclose confidential information to any person or entity, other than to carry out the purposes for which any applicant for, or owner of, any of the Contracts disclosed the information, or as may be necessary to carry out the lawful business purposes of this Agreement, or as otherwise allowed by law or regulation. Use or disclosure of confidential information shall comply with federal and state privacy laws, rules and regulations. Producer agrees to adhere to the policies and procedures of Legacy and Assurity related to maintaining the privacy and protection of the confidential information of any applicant for or owner of any of the Contracts.
- f. Producer agrees to establish and maintain policies and procedures to protect confidential information in accordance with commercially reasonable standards and at a minimum using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, disclosure or duplication of such confidential information as Legacy and Assurity use to protect their own confidential information. Producer agrees to implement appropriate measures to:
  - i. ensure the security and confidentiality of customer information;
  - ii. protect against any anticipated threats or hazards to the security or integrity of such information; and
  - iii. protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any customer.
- g. Producer agrees that all confidential information shall be returned to Legacy, or destroyed upon the request of Legacy, once the services contemplated by this Agreement have been completed or upon termination of this Agreement. In addition, Producer shall not be entitled to use such confidential information for any purpose thereafter.
- h. Producer agrees to give Legacy immediate written notice of the insolvency of and filing of adjudication of bankruptcy or the making of an assignment for the benefit of creditors, the filing for appointment of a receiver, or the voluntary taking advantage of any debtor proceeding under federal or state law by Producer.
- i. Producer agrees to give Legacy immediate notice of any formal investigation or disciplinary proceeding by any governmental or regulatory agency or any lawsuit relating to the Contracts known to Producer to which Producer, Legacy or Assurity is made a party.

## 6. LIMIT OF AUTHORITY

Producer is not authorized to, and specifically agrees that it will not: i. interfere with any person's business relationship with Assurity or Legacy; ii. accept risks, incur debt or liability, or make Contracts in the name or on behalf of Assurity or Legacy; iii. promise reinstatement of any Contract or coverage or commit Assurity or Legacy to any action regarding any claim; iv. change, alter, waive or modify any of the terms, conditions or limitations of any Contract, rates or customary requirements; v. deliver any Contract, except in accordance with the instructions of Assurity and Legacy; vii. commence legal action in the name of Assurity or Legacy; viii. extend credit to any applicant or insured, personally pay any applicant's or insured's premium, or allow additional time to pay a premium; ix. effect any verbal agreement or Contract of insurance for or on behalf of either Assurity or Legacy; x. effect any Contract of insurance except by means of authorized policy forms according to the underwriting rules and regulations of Assurity; nor xi. deliver any Contract when Producer has knowledge of any impairment of the applicant's health either not disclosed on the application or that occurred subsequent to completing the application. Producer shall have no authority other than expressly granted in this Agreement. No forbearance or neglect by either Assurity or Legacy to insist upon strict compliance by Producer with the terms and conditions of this Agreement shall be construed as, or constitute a waiver of, any of the terms of this Agreement. Producer agrees to indemnify and hold Assurity and Legacy harmless from all losses, expenses, costs, damages and liabilities, including legal expenses, resulting from any unauthorized acts of Producer, its employees or sub-agents.

## 7. COMMISSIONS

- a. While this Agreement is in full force and effect, compensation shall be paid to Producer by Legacy according to the Commission Schedule(s) attached to this Agreement or subsequently issued by Legacy. Such compensation constitutes the entire consideration payable to Producer by Legacy for all services rendered and expenses incurred by Producer. Assurity shall have no obligation or liability to pay any compensation to Producer. Commissions are payable when a Contract is paid for and issued by Assurity upon any application submitted by Producer and properly delivered to the applicant thereof. No commission will be paid to Producer unless and until an original delivery receipt, signed by the insured, is received by Assurity and a photocopy is received by Legacy. Producer is not entitled to a commission until the premium due is received in full by Assurity at its home office. Producer is not authorized to deduct commissions prior to forwarding the application and premium to Legacy.
- b. Legacy will pay all commissions due to Producer pursuant to this Agreement following receipt of the commission from Assurity and will pay such commissions at such times as Legacy considers appropriate for the administration of this Agreement; provided commissions on all "controlled business" (*e.g., Producer's personal business, relatives of Producer, etc.*) will be paid on the month-end statement fourteen (14) days following return of the delivery receipt. Producer acknowledges and agrees that Assurity will have no obligation to Producer for any commission, expense allowance or any other form of compensation whatsoever in connection with the services performed and expenses incurred by Producer in connection with the solicitation and sale of the Contracts.



- c. Legacy reserves the right to review the Commission Schedule(s) attached to this Agreement or subsequently issued by Legacy for profitability and persistency, and to revise, modify or supplement any and all provisions at the sole discretion of Legacy by providing written notice mailed or delivered to Producer at its last known address at least fifteen (15) days before the effective date of the change as specified in such notice. Any change in commission shall apply to Contracts issued on applications received on or after the effective date of such change.
- d. Assurity shall have the right to decline, cancel or modify any application or Contract, and to refund premiums on any portion thereof for any reason. Furthermore, Producer shall not be entitled to commissions with respect to any such application or Contract which is so declined or canceled by Assurity for any reason, including, without limitation, misrepresentation or misunderstanding. Any commissions paid to Producer on such a Contract shall be refunded to Legacy immediately.
- e. If a Contract holder exercises any right to return the Contract under the "FREE LOOK" provision, or if either Assurity or Legacy, in their sole discretion, refunds the premium on any Contract to a customer for any reason, and commissions were paid to Producer for selling the returned or refunded Contract, all such commissions will be immediately returned to Legacy by Producer. Producer agrees that upon such an occurrence, it will become immediately liable to repay to Legacy such commissions and that Legacy will have the right to pursue any legal action to recover any such commissions from Producer. Producer agrees to reimburse Legacy for costs it incurs, including reasonable attorney's fees, in any action by Legacy to enforce Producer's obligations under this Agreement.
- f. All commissions and other amounts payable to Producer hereunder shall be subject to a first lien in favor of Legacy and may be reduced or set off as to any indebtedness owed by Producer to Legacy. Any commissions paid to a third party or sub-agent of Producer shall be deducted from commissions payable to Producer. For Producer to be entitled to commissions on personal production, Producer's name must appear as soliciting agent on the application for the Contract, and the Contract must have been fairly effected through the instrumentality of Producer.

## 8. SUB-AGENTS

- a. Producer shall have the right to recruit sub-agents to solicit applications for the Contracts. Producer shall be referred to in this Agreement and in the Commission Schedule(s) as the "Appointing Licensed Producer" for any such sub-agents. Such sub-agents must meet the requirements of Assurity and Legacy for appointment, which requirements may change from time to time, and must possess all required licenses to act in such capacity. Such sub-agents may solicit and write applications for the Contracts under the supervision of the Appointing Licensed Producer.
- b. The total commission on any Contract sold by any such sub-agent will be paid to the Appointing Licensed Producer, unless both the Appointing Licensed Producer and such sub-agent have directed Legacy in writing, on forms provided by Legacy, to pay such sub-agent directly. The Appointing Licensed Producer shall be responsible to compensate any sub-agent for any commission received by the Appointing Licensed Producer and to provide the sub-agent with any required Form 1099.
- c. If any sub-agent is appointed by Assurity under Producer, Producer will be financially responsible for any and all debit balances of such sub-agents owed to Legacy. Legacy may recover any such debit balance by deduction from any commission otherwise payable to Producer.

## 9. TERMINATION UPON NOTICE

- a. This Agreement may be terminated at anytime by either Legacy, Assurity or Producer, with or without cause, by giving fifteen (15) days written notice to the other parties. Such termination shall be effective on the fifteenth day following the delivery of notice of termination.
- b. Legacy or Assurity may terminate this Agreement for cause immediately by giving written notice to Producer. Such termination shall be effective immediately following delivery of notice of termination. Cause shall include, without limitation, failure to report notices of claim; failure to remit to Legacy or Assurity funds due either of them; failure to properly supervise a sub-agent; failure to terminate a sub-agent upon written notification from Assurity or Legacy; misappropriation of funds or property of Legacy or Assurity or funds received for either of them; commission of any dishonest or fraudulent act; failure to service the business or non-production; failure to comply with the rules and regulations of either Legacy or Assurity; failure to comply with the terms and conditions of this Agreement; or the loss of Producer's insurance license.
- c. If not sooner terminated as provided above, this Agreement shall terminate upon the occurrence of the earliest of the following events:
  - i. incapacity of Producer as determined by Legacy or Assurity,
  - ii. death of Producer,
  - iii. bankruptcy or insolvency of Producer or
  - iv. the withdrawal of Assurity from the territory of Producer.Termination of this Agreement for any reason shall simultaneously terminate Producer's appointment by Assurity.
- d. If this Agreement is terminated for any reason, either by Legacy, by Assurity or by Producer, Producer covenants and agrees that Producer will not become re-appointed by Assurity to sell any single premium life insurance policies issued by Assurity, nor will Producer, directly or indirectly, solicit or sell any single premium life insurance policies issued by Assurity, for a period of one year following the effective date of such termination.
- e. After termination, Producer shall, upon request and without delay, pay in full any indebtedness owed to Legacy by Producer or any subagent of Producer. If such indebtedness is placed in the hands of an attorney or is collected through probate court or bankruptcy proceeding, then Producer agrees to pay an additional sum equal to ten percent (10%) of such indebtedness as attorney's fees.

## 10. RECORDS AND REPORTS

Producer agrees to render such reports and keep such records and business accounts as either Assurity or Legacy may from time to time request. Legacy will furnish to Producer, no less frequently than monthly, a statement of account and will pay to Producer any amount due. Upon receipt of such statement and payment, Producer shall immediately examine same and, if not satisfied as to the accuracy and correctness, shall immediately return such statement and payment to Legacy with full explanation of any discrepancy.

## 11. PRINTED MATERIAL

Legacy will furnish to Producer all supplies, circulars and printed material which may be necessary to do business under this Agreement. Producer agrees not to publish, distribute or use any circular, advertising, sales material or other document referring to Assurity or Legacy, or to the Contracts, without the prior written approval of Legacy. Failure to strictly comply with the foregoing requirements constitutes a violation of this Agreement and may result in immediate cancellation of this Agreement and forfeiture of all commissions payable hereunder. All printed material furnished to Producer by Legacy remains the property of Assurity or Legacy and shall be promptly returned to Legacy upon termination of this Agreement.

## 12. CONVERSION

In the event any Contract is subsequently converted into some other form of policy, then Producer shall forfeit all further rights to commissions payable under such Contract in either its original or converted form.



**13. DUTIES ON TERMINATION**

- a. If this Agreement shall be terminated for any reason, Producer shall promptly deliver to Legacy:
  - i. all manuals,
  - ii. notes,
  - iii. reports, and
  - iv. supplies and copies thereof, which are in Producer’s possession or under his control, and Producer agrees that it will not retain any copies or excerpts of any such materials.
- b. Producer shall not directly or indirectly induce or attempt to induce policyholders of Assurity or Legacy to lapse, forfeit or cancel existing coverage issued through Assurity at any time while this Agreement is in force or after its termination. In addition, Producer shall not directly or indirectly solicit any policyholder of Assurity or Legacy. By “solicit,” the parties mean any contact with policyholders initiated by Producer, including without limiting the generality of the foregoing definition, any notification to policyholders of Assurity or a change in representation by Producer.

**14. REMEDIES OF LEGACY AND ASSURITY**

- a. Producer agrees that any violation of this Agreement may be enjoined by all legal means. Legacy’s and Assurity’s right to seek injunctive relief is and shall be cumulative and in addition to any other legal or equitable remedy available to Legacy and Assurity.
- b. Producer agrees to pay all reasonable attorney’s fees and costs incurred by Legacy or Assurity in any action or suit, including appeals, arising from any breach of this Agreement by Producer, including but not limited to actions for any funds owed Legacy due to unearned or charged-back commissions, actions for the return of property of Assurity or Legacy or, at the option of Legacy, for damages equal to the value of such property. Producer also agrees to pay all costs of collection of any funds owed Legacy, including reasonable attorney’s fees, regardless of whether any suit or action is filed by Legacy.

**15. PARTNERS AND CORPORATE OFFICERS**

In the event Producer is a corporation, the undersigned officers and/or shareholders of Producer, or in the event Producer is a partnership, the undersigned partners of Producers, individually jointly and severally guarantee performance by Producer of each and every obligation under this Agreement and payment by Producer of all amounts payable under this Agreement.

**16. MISCELLANEOUS PROVISIONS**

- a. Producer may not assign, transfer or hypothecate any of its rights or delegate any of its duties or obligations under this Agreement.
- b. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral and written, among the parties with respect to the subject matter of this Agreement.
- c. This Agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of Nebraska applicable to Contracts made and performed in Nebraska.
- d. Legacy, Assurity and Producer agree that the exclusive jurisdiction and venue for any suit brought to enforce this Agreement shall be any court of record in Douglas County, Nebraska, unless Assurity is a party to such suit, in which event the exclusive venue and jurisdiction shall be any court of record in Lancaster County, Nebraska.
- e. The headings of the various sections and subsections herein are inserted merely as a matter of convenience and for reference and shall not be construed as in any manner defining, limiting or describing the scope or intent of the particular sections to which they refer, or as affecting the meaning or construction of the language in the body of such sections.
- f. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular shall be held to include the plural, unless the context otherwise requires.
- g. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- h. All of the recitals and schedules are incorporated with and made a part of this Agreement.
- i. All notices which are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be sufficient in all respects if given in writing and delivered in person or sent by facsimile or first class mail, postage prepaid, addressed to the last known address of the person to whom such notice is sent.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto on the dates shown below, but shall only become effective upon appointment of Producer by Assurity.

**ASSURITY LIFE INSURANCE COMPANY**

**LEGACY INSURANCE SERVICES, INC. OF AMERICA**

By \_\_\_\_\_  
*Its Authorized Officer*

By \_\_\_\_\_  
*Its Authorized Officer*

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

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

\_\_\_\_\_  
*Printed Name of Producer*

APPROVED AND ACCEPTED BY  
APPOINTING LICENSED PRODUCER

\_\_\_\_\_  
*Signature of Producer or Authorized Officer/Partner*

\_\_\_\_\_  
*Signature of Appointing Licensed Producer*

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

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





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

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

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

### **INFORMATION GATHERING**

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

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

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

### **COMMUNICATIONS**

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

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

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

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

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

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

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



## **ACCEPTABLE PAYMENT METHODS**

Assurity will accept the following methods of payments for initial and renewal premium and contributions for cash value life insurance, annuities or reversionary annuity products:

- Personal checks;
- Pre-authorized checks or drafts;
- Cashier's checks in amounts above \$10,000;
- Money orders in amounts below \$200 per month per policy;
- Cash for renewal premiums or contributions where payment by cash has a historical basis;
- ACH and wire transfers for premiums or contributions where made by "worksite employers" and third-party administrators; and
- ACH and wire transfers for premiums or contributions where such a payment method has a historical basis.

Other forms of payment including producer personal checks, producer credit cards, cash, wire transfers, cashier's checks and money orders, except as noted above, will not be accepted.

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

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

## **TRAINING**

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

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

