

## **Contracting Checklist for Aflac**

Please submit the following information and documents to **SMIG** when licensing with Aflac:

- Completed and Signed New Agent Data Sheet
- Completed and Signed Producer's Agreement (Page 12 & 13)
- Completed and Signed EFT Direct Deposit form with Voided Check (required)
- Completed and Signed W-9
- Please submit all state licenses for the states you wish to be appointed
- Check for Background/CBI fee (\$15.00) made payable to: AIMC, LLC or completed AIMC, LLC credit card form (page 24). Cannot approve appointment without payment.

(State licensing fees can be applied into check or both can be paid by credit card)

#### STATE LICENSING FEES MAY APPLY!!!

Send the above information to SMIG:

**By Email:** contracts@smig-inc.com

**By Fax**: 314-685-8013

**By Mail:** Senior Marketing Insurance Group

712 N 2<sup>nd</sup> St, Suite 310 Saint Louis, MO, 63102

The licensing process cannot begin until all of the above items have been received!!! If you have any questions, please call us at: 1-866-345-0109.



### PERSONAL INFORMATION Are you applying as an agency? \_\_\_\_\_ Yes \_\_\_\_\_ No Agency Name: \_\_\_ COMPLETE ONLY IF APPLYING AS AN AGENCY; AGENCY NAME MUST MATCH INSURANCE LICENSE Taxpayer ID (EIN): \_\_\_\_ COMPLETE ONLY IF APPLYING AS AN AGENCY IF YOU ARE APPLYING AS AN AGENT, YOU MUST ENTER YOUR NAME EXACTLY AS IT APPEARS ON YOUR INSURANCE LICENSE. IF YOU ARE APPLYING AS AN AGENCY, YOU MUST ENTER THE NAME AND INFORMATION OF YOUR AGENCY PRINCIPAL. First Name: Middle Name: Last Name: \_\_\_\_\_ Suffix: \_\_\_\_\_ (Jr., Sr., III, etc.) Social Security Number: Date of Birth: \_\_\_\_\_\_ (xx/xx/xxxx) **CONTACT INFORMATION** A physical address is required; NO P.O. Boxes. All correspondence and supplies will be mailed to this address. Mailing Address: Address Line 1: Address Line 2: City: \_\_\_\_\_ State: \_\_\_\_ Zip: \_\_\_\_ Home Address: Same as above: \_\_\_\_\_ Yes \_\_\_\_\_ No If not, please complete below: Address Line 1: Address Line 2: City: \_\_\_\_ \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Contact Numbers: (111) 111-1111 Business Phone: ( ) - . Mobile Phone: ( ) - . Home Phone: ( ) - . ( ) - . Fax Number:

Email Address: (REQUIRED - This email address will be used for all business communications)

#### LICENSING INFORMATION

Resident License State:				
Appointment State	License Type	License No.		Expiration Date On License
Required Questions for Prop	oosed Licenses/Appointment	s:		
1. Have you ever pleaded guilt currently charged with a crime			Yes	No
2. Are you presently the subject department, jurisdiction, agent action?		lant in any lawsuit or legal	Yes	No
3. Have you ever filed bankrup agent or manager (including de			Yes	No
4. Has any insurance company an agent for any reason other t			Yes	No
5. Have you ever been fined by had a license to solicit insuran for any reason whatsoever?		ewed, suspended or revoked	Yes	No
6. Have you ever been refused	or denied a bond?		Yes	No
If you have answered "Yes" to supporting documentation to the		e provide detailed information for e	each "Yes" an	swer and attach any

# AUTHORIZATION TO RELEASE PERSONAL INFORMATION AND ACKNOWLEDGEMENT OF RECEIPT OF INVESTIGATIVE CONSUMER REPORT DISCLOSURE NOTICE AND SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT

I acknowledge that I have received herewith an Investigative Consumer Report Disclosure Notice that a consumer report may be obtained on me in connection with my application to be appointed as an independent insurance agent of Aflac.

I acknowledge that I have received the Federal Trade Commission's "Summary of Your Rights under the Fair Credit Reporting Act. I authorize Aflac, AIMC, LLC and Aflac General Agent and their consumer reporting agency to retrieve information from all personnel; educational institutions; government agencies; companies; corporations; credit reporting agencies; law enforcement agencies at the federal, state (including the Minnesota Bureau of Criminal Apprehension), or any county level; workers' compensation agencies; or individuals, relating to my past activities, to supply any and all information concerning my background, and release the same from any liability resulting in providing such information. The information received may include but is not limited to academic, residential, job performance, attendance, litigation, personal history, credit reports, driving history, workers' compensation reports (including medical information), criminal history records, and any other matter inquired about in this application.

I further agree that the following may also be contacted: (1) any current or former insurance companies and departments of insurance that I have been appointed or licensed with; and (2) my current employer. I hereby release any individual or institution, including its

officers, employees, or related personnel, both individually and collectively, from any and all liability for damages of whatever kind, which may at the time result to me because of compliance with this authorization and request to release information or any attempt to comply with it. I may request a copy of any report that is prepared regarding me and may also request the nature and substance of all information about me in the files of the consumer reporting agency. Information and requesting a copy of any such report is contained in the Disclosure Notice mentioned above. I agree and direct that a photocopy of this authorization be accepted with the same authority as the original. This authorization to release personal information expires one year after the date of my signature below.

#### REPORT COPY

If you are applying for an appointment and/or contract with Aflac in California (CA), Minnesota (MN), or Oklahoma (OK), or if you
live in one of those three States, you may request a copy of the investigative consumer report by checking the box immediately
following this text.

#### AUTHORIZATION TO SHARE AND USE PERSONAL INFORMATION

I authorize Aflac, AIMC, LLC or any Aflac General Agent to share the information in this Agent Data Sheet, as well as in any background or credit reports, with any other parties as needed to establish my eligibility and/or continuing eligibility for appointment with Aflac.

#### AGREEMENTS WITH OTHER INSURANCE COMPANIES

If the applicant is currently or was previously under contract with another insurance company or agency and may be or is subject to the terms, conditions, and restrictions of an agent's agreement, the applicant hereby represents, warrants, and agrees that: (1) the applicant is solely responsible for compliance with any such agreement and solely liable for any breach thereof; (2) the applicant will seek the expert assistance of his/her own legal advisor regarding interpretation or the legal significance of such agreement and will not seek or rely upon the advice of Aflac or its independent agents regarding such matters; and (3) Aflac shall have no liability regarding any contractual or other type dispute with such other company or agency.

#### APPLICANT UNDERSTANDS AND AGREES

By signing and submitting this application, the applicant understands and, as a term and condition of the application process, agrees that:

(1) An appointment shall not be effective unless and until the application has been approved by Aflac, and an agent's agreement has been entered into by and between Aflac and applicant. The limited authority to represent Aflac as an independent agent shall be set forth exclusively in said agent's agreement. Applicant represents and warrants that applicant has read and compared the Associate's Agreement (for individual or corporation) (if applicable to the applicant) and General Agent's Agreement and understands their respective terms and conditions, including but not limited to the differences in commission vesting. Under no circumstances will applicant be an employee of Aflac. (2) Aflac is under no obligation whatsoever to appoint applicant as an independent agent. Aflac has the absolute right to decline this application for appointment and/or decline to enter into an agent's agreement with applicant and may do so without cause, reason, or explanation. (3) Aflac shall have no obligation to applicant for expenses or any form of compensation whatsoever. If an appointment is granted to applicant, the rights and responsibilities of agent and Aflac will be set forth in an agent's agreement executed by both agent and Aflac. (4) Applicant shall indemnify and hold harmless Aflac from and against any and all claims, losses, fines, damages, and costs whatsoever, including reasonable outside attorney's fees arising from or in connection with a breach by applicant of any term, condition, representation, or warranty in this application. Said indemnification shall survive indefinitely.

#### APPLICANT'S SIGNATURE

I hereby represent, warrant, and affirm under penalty of perjury that all information in this application is true and correct to the best of my knowledge and belief. I understand that if at any time in the future I plead guilty or no contest to or am convicted of an offense under 18 United States Code Section 1033 or a criminal felony as defined therein that I am required to notify by certified mail all insurance companies with whom I am appointed and the department of insurance in each of those states.

Signature:	 SIGN HERE
Print Name:	
Date:	

#### INVESTIGATIVE CONSUMER REPORT DISCLOSURE NOTICE

You have authorized Aflac and a third-party, authorized consumer reporting agency to retrieve information from all personnel; educational institutions; government agencies; companies; corporations; credit reporting agencies; law enforcement agencies at the federal, state (including the Minnesota Bureau of Criminal apprehension), or county level; workers' compensation agencies; or individuals relating to your past activities to supply any and all information concerning your background, and release the same from any liability resulting in providing such information. The information received may include but is not limited to academic, residential, achievement, job performance, attendance, litigation, personal history, credit reports, driving history, workers' compensation records (including medical information), and criminal history records. If you are currently employed, your current employer may be contacted. You have agreed that your consumer report may be prepared summarizing this information. If your prior employers and/or references are contacted, the report may include information obtained through telephone or written interviews regarding your character, general reputation, personal characteristics, and/or mode of living. You may request a copy of any report prepared regarding you and may also request the nature and substance of all information about you contained in the files of the consumer reporting agency. Proper identification will be required and you must direct the request to the consumer reporting agency. The address and phone number of the third-party, authorized consumer reporting agency can be obtained from the Aflac Field Compensation and Contracting department.

The federal Fair Credit Reporting Act (FCRA) is designed to promote accuracy, fairness, and privacy of information in the files of every consumer reporting agency (CRA). Most CRAs are credit bureaus that gather and sell information about you—such as if you pay your bills on time or have filed bankruptcy—to creditors, employers, landlords, and other businesses. You can find the complete text of the FCRA, 15 U.S.C 1681-1681u, at the Federal Trade Commission's Web site (http://www.ftc.gov). You may have additional rights under state law. You may contact a state or local consumer protection agency or a state attorney general to learn those rights. You may also contact the following to learn more about your rights: Federal Trade Commission Consumer Response Center, FCRA, Washington, D.C. 20580 or phone (202) 326-3761.

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Para informacion en espanol, visite <u>www.ftc.gov/credit</u> o escribe a la FTC Consumer Response Center, Room 130-A 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.

#### A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. For more information, including information about additional rights, go to <a href="https://www.ftc.gov/credit">www.ftc.gov/credit</a> or write to: Consumer Response Center, Room 130-A, Federal Trade Commission, 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.

- You must be told if information in your file has been used against you. Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment or to take another adverse action against you must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- You have the right to know what is in your file. You may request and obtain all the information about you in the files of a consumer reporting agency (your "file disclosure"). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
  - a person has taken adverse action against you because of information in your credit report;
  - you are the victim of identify theft and place a fraud alert in your file;
  - your file contains inaccurate information as a result of fraud;
  - you are on public assistance;
  - you are unemployed but expect to apply for employment within 60 days. In addition, by September 2005 all consumers will be entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See <a href="www.ftc.gov/credit">www.ftc.gov/credit</a> for additional information.
- You have the right to ask for a credit score. Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- You have the right to dispute incomplete or inaccurate information. If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See <a href="www.ftc.gov/credit">www.ftc.gov/credit</a> for an explanation of dispute procedures.
- Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information. Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.

- Consumer reporting agencies may not report outdated negative information. In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- Access to your file is limited. A consumer reporting agency may provide information about you only to people with a valid need -- usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- You must give your consent for reports to be provided to employers. A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to <a href="www.ftc.gov/credit">www.ftc.gov/credit</a>.
- You may limit "prescreened" offers of credit and insurance you get based on information in your credit report. Unsolicited "prescreened" offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).
- You may seek damages from violators. If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.ftc.gov/credit.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. Federal enforcers are:

TYPE OF BUSINESS:	CONTACT:					
Consumer reporting agencies, creditors and others not listed below	Federal Trade Commission: Consumer Response Center - FCRA Washington, DC 20580 1-877-382-4357					
National banks, federal branches/agencies of foreign banks (word "National" or initials "N.A." appear in or after bank's name)	Office of the Comptroller of the Currency Compliance Management, Mail Stop 6-6 Washington, DC 20219 800-613-6743					
Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks)	Federal Reserve Consumer Help (FRCH) P O Box 1200 Minneapolis, MN 55480 Telephone: 888-851-1920 Website Address: <a href="www.federalreserveconsumerhelp.gov">www.federalreserveconsumerhelp.gov</a> Email Address: ConsumerHelp@FederalReserve.gov					
Savings associations and federally chartered savings banks (word "Federal" or initials "F.S.B." appear in federal institution's name)	Office of Thrift Supervision Consumer Complaints Washington, DC 20552 800-842-6929					
Federal credit unions (words "Federal Credit Union" appear in institution's name)	National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 703-519-4600					
rate-chartered banks that are not members of the Federal Reserve ystem  Federal Deposit Insurance Corporation Consumer Response Center, 2345 Grand Avenue, Suite Kansas City, Missouri 64108-2638  1-877-275-3342						
Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission	Department of Transportation , Office of Financial Management Washington, DC 20590 202-366-1306					
Activities subject to the Packers and Stockyards Act, 1921	Department of Agriculture					

# AMERICAN FAMILY LIFE ASSURANCE COMPANY OF COLUMBUS (AFLAC)

Worldwide Headquarters • Columbus, Georgia 31999

#### **PRODUCER'S AGREEMENT**

This Producer's Agreement ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012 by and between American Family Life Assurance Company of Columbus ("Aflac"), and the undersigned ("Producer"), who, in consideration of their obligations in this Agreement and intending to be legally bound, agree as follows:

#### 1. Appointment and Responsibilities of Producer.

- 1.1 Appointment. Subject to the terms of this Agreement and from and after the date of this Agreement, Producer will solicit applications for certain senior market products including but not limited to Medicare Supplement Insurance policies offered for sale by Aflac (the "Policies") in the Territory (as defined in Section 6.3), and to service the Policies in the Territory to the extent specifically authorized by AIMC, LLC (hereinafter "AIMC"). Producer acknowledges that this Agreement does not confer on Producer exclusive rights in any Territory. Producer also acknowledges that he has been engaged by a General Agent (the "GA") which has an agreement with Aflac and who must execute this Agreement. Aflac will honor that part of any valid, legal and executed written agreement between Producer and the GA establishing the terms and conditions of their business relationship, a copy of which is provided to Aflac.
- 1.2 Nature of Relationship. Producer agrees that s/he shall be an independent contractor of AIMC. Nothing in this Agreement shall be construed or deemed to create a relationship of employer or employee, partnership, joint venture, principal or agent, nor shall this Agreement be construed in any proceeding or for any purpose whatsoever so as to make one party liable to a third person for the debts, faults or actions of the other. Producer is hereby advised that as an independent contractor Producer has certain responsibilities under the federal tax laws. Producer hereby acknowledges that other laws and regulations are applicable to him as an independent contractor, and Producer hereby agrees to comply with all such laws and regulations.
- 1.3 Responsibilities of Producer. In general, the duties of Producer shall be to: (a) procure and maintain all necessary licenses and appointments required for him to act under this Agreement; (b) use his best efforts to solicit applications for and service the Policies; (c) pay all expenses incurred by Producer in the performance of his duties under this Agreement; (d) use only promotional material provided to him by AIMC; (e) ensure that applications for the Policies he submits to the third party administrator for the Policies (the "TPA") are completed accurately before submission and make full and accurate disclosure to the TPA of all facts of which Producer is aware that might affect the TPA's decision as to the underwriting of the risk; (f) forward all applications for the Policies to the TPA promptly as well as all initial premiums that may be due on the applications; (g) comply fully with all applicable federal, state and local insurance and other laws, regulations and ordinances; and (h) promptly deliver to policyholders all Policies and claims documentation sent to Producer by the TPA. Producer agrees that the

terms and conditions of this Agreement and any documents incorporated by reference shall be confidential between Producer and AIMC.

- 1.4 <u>Limits of Authority</u>. Producer shall not: (a) waive, alter or change any provision or condition of any of the Policies, Policy applications or related literature, or bind coverage or interpret or construe policy language; (b) modify or extend the amount of time for the payment of any premium; (c) receive any money due the TPA except as specifically authorized in writing by the TPA; (d) enter into any contract or incur any expense or obligation in the name of AIMC; (e) publish, or cause to be published or printed, anything concerning AIMC's business with Aflac; (f) advertise the services provided by AIMC on behalf of Aflac without the prior written approval (including, among other things, conducting mass marketing or direct mail programs) of both AIMC and Aflac; and (g) use AIMC's or Aflac's name, trade names, trademarks or logos in connection with his business without the prior written approval of AIMC or Aflac. All business records maintained by Producer relating to his Aflac-related business are subject to inspection at any reasonable time by AIMC's authorized representatives.
- **Duties of Aflac**. Aflac shall provide Producer with standard promotional material to be used in the sale and service of the Policies. Aflac shall consider, and then approve or reject, each Policy application submitted by Producer. Aflac shall have sole authority for prescribing rules and making decisions regarding the eligibility of applicants for the Policies. Aflac shall be responsible for (a) issuance of all Policies, certificates and endorsements with respect to the Policies issued by Aflac hereunder, (b) the handling of all claims on Policies issued hereunder, and (c) Aflac's compliance with applicable state law.
- **3.** Compensation of Producer. Producer understands that, although Aflac will pay commissions to Producer in accordance with this Agreement, that the commissions structure and, therefore, the amount of and rate at which commissions are earned will be determined by a Managing General Agent. Aflac shall have no obligation, however, to compensate Producer for expenses, stock bonus, or any form of reimbursement whatsoever, or for the payment thereof, in connection with the services performed and expenses incurred by Producer pursuant to this Producer's Agreement.
- **3.1 Definitions.** "First-Year Commission" for a Policy means a percentage of the annualized premium for the first 12 months that the Policy is in force on a premium paying basis. "Renewal Commission" for a Policy means a percentage of the annualized premium amount that is earned by Aflac during each 12-month period that the Policy is in force on a premium-paying basis beginning with the 13th month, and such Renewal Commission shall be based on an amount not greater than the annualized premium amount applicable at the time the Policy is initially issued.
- **3.2 Payment of Commissions Generally.** So long as Producer is not in breach of the terms of this Agreement, and subject to the other terms and limitations set forth in this Agreement, as compensation for its services hereunder, Producer shall be entitled to receive personal production commissions on Policies sold by him in the states where the Policies generating such commissions are authorized by Aflac and applicable laws and regulations, and in states where Producer is duly licensed and appointed, in every instance where the Policies are

issued after the date of this Agreement. Specifically, Producer shall be entitled to receive monthly: (a) a First-Year Commission on each Policy sold by Producer; and (b) Renewal Commissions on such Policies in force so long as annual commission payments do not fall below \$600.00. The premium generated from the sale of Senior Market/Ancillary Products cannot be combined with the premium generated from the sale of traditional Aflac payroll products or Aflac Group products when qualifying for any renewal commission payments, contests or any other activities. Producer shall not participate in the Aflac Stock Bonus Program. No commissions will be paid on individual policies issued by Aflac under a mass marketing (including but not limited to television, internet, billboard, and radio) or direct mail program initiated solely by the Producer without the participation and/or approval of Aflac, unless Aflac specifically agrees in writing to do otherwise.

- **3.3 Commission Rates.** The standard percentage rates for First-Year Commissions and Renewal Commissions applicable to each type of Policy are set forth in the "Commission Structure" attached as Exhibit A to this Agreement. Producer acknowledges that he has received a complete copy of said Commission Structure which is incorporated in this Agreement by this reference. Should more than one person claim entitlement to a commission, one gross commission will be apportioned among the claimants as determined by Aflac in its sole discretion. In no event will Aflac be liable for more than one gross commission per Policy. The commissions for Policies not listed in the Commission Structure and situations that are nonstandard or not contemplated by the Commission Structure shall be governed by Aflac's then-current rules, rates and practices. Any special or unique commission arrangement or commission splits requiring new or special situation codes shall be controlled by and paid in accordance with Aflac's then-current rules, rates and practices. In computing commissions, the determination of Aflac with respect to the type, classification or identification of each Policy, the applicable Commission Structure or commission and the apportionment thereof, and the classification with respect to Commissions due to override and personal production rates shall be final and conclusive.
- 3.4 Changes in Commission Rates. Producer acknowledges and agrees that the Commission Structure applies only to Policies issued and in force on and after the date of such Commission Structure. Producer further acknowledges and agrees that Aflac, upon 30 days' written notice to Producer, may change the Commission Structure for commissions with respect to (a) any Policies issued and in force on or after the date of the change, and (b) any Policies issued before the date of the change but in force after such date if there has been a change in federal, state or other laws mandating an increase in loss ratios. Nothing in this Agreement should be construed as permitting Aflac to seize, claim, take, or charge against commissions earned on any Policies issued and in force before the date of the change. Any such written notice from Aflac changing a Commission Structure shall be incorporated in this Agreement as of the effective date of such change, and Aflac's evidence of such written notice mailed to Producer's principal address provided to Aflac in accordance with this Agreement shall be conclusive that Aflac notified Producer of such change.
- **3.5** Charges to Producer. Aflac shall charge Producer for the following: (a) commission refunds for First-Year Commissions paid in advance for Policies upon which such commission is not earned and for refunds of earned premium made by Aflac in its sole discretion, (b) an

administrative or COD penalty if Aflac issues a Policy for which the initial premium is not paid in full, (c) any other administrative service fees charged by an account or group with respect to a Policy or an account through which Policies are sold, and (d) one-half of one percent per month on any outstanding negative balance on Producer's monthly statement which exceeds \$99 (ninety-nine dollars).

- **3.6 Conversions, Riders, Reinstatement of Lapsed Policies.** In the event of (a) a conversion of an existing Policy to another Aflac policy with the cancellation of the older Policy, (b) the addition or deletion of a rider to an existing Policy, (c) the reinstatement of a lapsed Policy, (d) the reduction in premium on a Policy or (e) similar kinds of changes with respect to Policies, Aflac's commission payment obligations shall be as provided by then current Aflac rules, rates and practices, which Aflac may change in its sole discretion upon 30 days' written notice to Producer.
- **3.7 Monthly Accounting Statements.** Aflac shall mail to Producer each calendar month a monthly accounting statement showing commissions earned and charges and credits made during the period covered by the statement. All information set forth in the statement [including, without limitation, (a) the apportionments of commissions among Producer, GAs and any others, (b) any special, unique or one-time commission provisions, and (c) any deductions from commissions earned for indebtedness owed to Aflac as a result of advances made by Aflac to Producer] shall be deemed correct and accepted by Producer if he does not notify Aflac of his objections in writing within 45 days after the date the statement was mailed.
- **3.8** Advances of First-Year Commissions. Producer must elect to receive First-Year Commissions for Policies produced by Producer either as earned or in the form of an advance. Failure by Producer to make such an affirmative election, or Producer's election of both options, shall be deemed to be an election by Producer to receive First-Year Commissions as earned. Producer must select one of the following options by initialing in the appropriate space for elections on the page preceding the signature page of this Agreement:
  - (a) Producer shall receive all First-Year Commissions as earned.

OR

- (b) Producer shall receive First-Year Commissions for Policies produced in advance according to Aflac's then-current payment schedule for advances. Producer acknowledges that commissions, if any, payable because a rider or endorsement is added to a Policy after the original issue date shall not be paid as an advance but shall be paid to Producer as earned. In addition, Producer agrees that any sums advanced to Producer shall constitute an indebtedness of Producer to Aflac that shall be payable immediately upon demand by Aflac without notice. In satisfaction of its rights under this provision, Aflac may deduct from any commissions earned by and credited to Producer an amount equal to any such indebtedness resulting from advances.
- **3.9 Survival of Right to Receive Renewal Commissions.** Producer's right to receive Renewal Commissions earned under this Agreement shall survive any termination of this Agreement except for a termination by Aflac "for just cause" (as defined in Section 4 below) or

if Aflac discovers that Producer is committing any of the acts described in Sections 5 or 6. If Producer dies while receiving Renewal Commissions, (i) all of the Renewal Commissions to which Producer is entitled under policies issued prior to January 1, 1994, shall be payable in accordance with any otherwise applicable agreement between Producer and Aflac, and (ii) all of the Renewal Commissions to which Producer is entitled shall be payable as follows:

- (a) *Surviving Spouse*. Solely to Producer's surviving spouse during such surviving spouse's lifetime.
- (b) Surviving Children. If no spouse survives Producer, or if the surviving spouse dies before all Renewal Commissions have been paid, and there is a surviving child or children of Producer under the age of 23 years, to such child or children who are under the age of 23 until the youngest child reaches the age of 23. Renewal Commissions shall be paid only to the child's legally appointed guardian unless such child has reached the age of majority in his or her state of residence. No Renewal Commissions are payable to any child who is 23 years of age or older. Children under the age of 23 shall share the Renewal Commissions equally.
- (c) *No Surviving Spouse or Child.* If no spouse survives Producer and there are no surviving children of Producer under the age of 23, to the Producer's estate for a period equal to the number of months of the Producer's service with Aflac, not to exceed 36 months.
- **3.10 Termination of Commissions**. If this Agreement is terminated for just cause as set forth in Section 4 below, or if Aflac, before or after the termination of this Agreement, should discover that Producer has committed or is committing any of the acts described in Sections 4, 5 or 6 of this Agreement, all of Producer's rights to any accrued, deferred or otherwise unpaid commissions under this Agreement shall terminate. A termination under this Section 3.11 shall not constitute an election by Aflac to forego any claim it may have against Producer.
- **3.11 Limited Assignment of Benefits.** Producer may not assign to a third party any right to receive Commissions that Producer has under this Agreement during Producer's lifetime without Aflac's prior written consent. Producer hereby grants to Aflac a security interest against, and Aflac reserves a lien upon, all of Producer's rights to receive First-Year and Renewal Commissions to secure the payment of any indebtedness that Producer may owe Aflac. Any assignment by Producer to a third party, approved by Aflac as set forth herein, shall be subject to Aflac's prior right of offset and its prior security interest.
- **3.12 Miscellaneous**. At no time shall Aflac be obligated to reimburse Producer for any expenses unless Aflac agrees to do so in writing. Aflac may charge a policyholder a registration fee at the time a Policy is sold, and Aflac may, in its sole discretion, pay Producer a commission on such registration fee. Aflac may also charge a policyholder a processing fee, for which Producer shall not be entitled to receive any commission.

#### 4. Termination.

- (a) By Either Party Upon Notice. Either Aflac or Producer may terminate this Agreement at any time without cause or reason by giving the other party 30 days' prior written notice or such longer notice as may be required by applicable state law.
- (b) By AIMC for Just Cause. Aflac may terminate this Agreement immediately, without notice to Producer, for just cause. A termination shall be deemed "for just cause" if Producer: (a) breaches any provision of this Agreement, including, but not limited to, the provisions of Sections 5 and 6; (b) violates any insurance law or regulation where the violation could have an adverse effect on Aflac; (c) withholds or converts property of Aflac or Aflac's accounts; or (d) commits any willful or dishonest act that could have an adverse effect on Aflac. The failure of Aflac to exercise any of its rights under this Section 4(b) shall not preclude it from invoking these rights in the future based on the same or other circumstances.
- (c) With Respect to Captive or License-Only Producers, Upon Termination of the GA Agreement. In the event that the underlying General Agent's Agreement between Aflac and the GA that has engaged the Producer to solicit applications for the Policies is terminated by either Aflac or the GA for any reason, the agreement between Aflac and each of the GA's captive or license-only Producers shall automatically terminate and GA shall immediately notify each captive or license-only Producer in writing of such termination.

#### 5. Confidential and Protected Information; Aflac Intellectual Property.

#### 5.1 Confidential Information.

**5.1.1 Definition.** "Confidential Information" means all information regarding Aflac, its activities, business, policyholders, associates, sales agents and coordinators that is the subject of reasonable efforts by Aflac to maintain its confidentiality and that is not generally disclosed by practice or authority to persons not associated with Aflac. Confidential Information shall include, but is not limited to, (a) Account information, (b) names and addresses of Aflac policyholders, associates, coordinators, agents and brokers (c) Account or premium invoices, (d) Account servicing information and documents, (e) claimant data, including payment sheets or ledgers, (f) training and educational manuals and materials, (g) administrative manuals and materials, (h) Policy expiration data, (i) prospective policyholder lead information developed by Aflac and/or furnished to associates, coordinators, agents or brokers (e.g., "lead cards"), in whatever form, including computer or electronically accessible and online leads, (j) financial plans and data concerning Aflac, (k) management planning information, (1) business plans, (m) operational methods, (n) market studies, (o) marketing plans, and (p) product development plans. Confidential Information shall not include information that has become generally available to the public by the act of one who has the right to disclose such information without violating any right or privilege of Aflac.

This definition shall not limit any definition of "confidential information" or any equivalent term under state or federal law. All Confidential Information is owned by Aflac and is competitively advantageous to Aflac. Associate has no property right, vested interest, or ownership interest in Confidential Information.

5.1.2 Protection of Confidential Information. Producer hereby agrees that all Confidential Information is and shall remain the property of Aflac exclusively, both before and after the termination of this Agreement, and Producer shall have no property rights therein. Producer further agrees to make no copies, in whatever form, of any Confidential Information or any part thereof, and that no Confidential Information, in any form, shall be provided by Producer to any other person, except in connection with the performance of Producer's duties hereunder.

#### 5.2 <u>Protected Information</u>.

**<u>Definition.</u>** Producer agrees that all information personally identifiable to 5.2.1 a current or former Aflac consumer, customer, applicant, policyholder, Policy owner, insured, claimant, or beneficiary, or to a potential insured, that Producer receives from Aflac, the individual who is the subject of the information, the individual's employer or otherwise, shall be treated by Producer as "Protected Information". Protected Information shall include, but not be limited to, the individual's name, address, age, date of birth, gender, family/marital status, Social Security number, e-mail address, health benefits information, salary information, financial information, health information and medical records (including any information concerning the past, present or future physical or mental health of the individual, the provision of health care to the individual or the past, present or future payment for the provision of health care to the individual). Without limiting the forgoing, Protected Information includes information protected from use and/or disclosure by local, state and federal privacy laws, rules and regulations, including Title V of the Gramm-Leach-Bliley Act, 12 U.S.C. § 1811 et seq., any rules promulgated by the U.S. Department of Health and Human Services enforcing the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § 210 et seq., and any state and local laws and regulations implementing or interpreting any such federal laws, rules or regulations. In the event that information may be considered both Confidential Information and Protected Information under this Agreement, Producer should to the extent possible comply with the provisions relating to both Confidential Information and Protected Information. To the extent there is a conflict between those provisions, the provisions relating to Protected Information supersede the Confidential Information provisions.

- **Confidentiality of Protected Information.** Producer agrees to treat with strict confidentiality any Protected Information Producer receives from whatever source. Producer shall handle Protected Information in Producer's possession or control in accordance with all applicable local, state and federal privacy laws, rules and regulations and in accordance with Aflac's *Protected Information Management Guidelines*, which are incorporated in this Agreement by reference. These guidelines may be amended from time to time by Aflac in its sole discretion.
- **5.3** Return of Confidential and Protected Information. Upon the request of Aflac and, in any event, upon the termination of this Agreement, Producer shall immediately deliver to Aflac all Confidential Information and Protected Information in whatever form, including but not limited to, all memoranda, notes, records, drawings, manuals, computer-stored information, disks and other documents and media pertaining to Aflac's business or Producer's duties hereunder including all copies, extracts, summaries and analyses thereof.
- **5.4** AFLAC Intellectual Property. Producer is hereby granted a limited, non-exclusive, non-transferable license to use Aflac's trade names, trademarks, service marks, copyrights, including promotional print and broadcast promotional materials (collectively the "Aflac Marks"), and other intellectual property owned by Aflac in performing the duties of Producer as expressly set forth in this Agreement, but only with the prior written approval of Aflac and subject to the following terms and conditions:
  - **5.4.1 Promotional and Informational Material.** Producer shall not advertise or promote Aflac's services and products without Aflac's prior written approval (including, among other things, conducting mass marketing or direct mail programs or using the Internet). Producer shall use only promotional and informational material, including but not limited to Policy applications, marketing materials, training materials and other Aflac forms, which have been furnished to Producer by Aflac or which have been approved in writing from an authorized official of the Aflac Compliance Department (collectively the "Materials"). Producer shall use the Aflac Marks and Materials in compliance with Aflac's Advertising Guidelines and Corporate Identity Guidelines then in effect. Materials provided to Producer by Aflac shall not be reproduced, altered, or modified in any manner without Aflac's prior written approval. Materials created by Producer and approved by Aflac shall not be altered or modified in any manner without Aflac's prior written consent. Producer hereby assigns and agrees to assign to Aflac the worldwide copyright in any Materials created by Producer, and Producer agrees to execute promptly such other documents, if any, as Aflac requests to confirm the assignment of the copyright or to register the copyright in the Materials anywhere in the world. Aflac reserves the right to request from Producer, at any time, samples of any Material Producer is using to verify compliance with this Paragraph 5.4.1, and Producer agrees to provide such samples to Aflac, within fourteen (14) days of Aflac's request.

- 5.4.2 <u>Trademark Usage</u>. All permitted use by Producer of any Aflac Marks shall inure to Aflac's benefit, be subject to Aflac's control, and may be terminated by Aflac upon notice at its will and for any reason. Producer agrees that he or she will not challenge, directly or indirectly, the validity of the Aflac Marks or Aflac's ownership thereof. Producer shall not use the Aflac Marks on any Internet web site and shall not register or use any domain names, meta tags, search engine keywords, hidden text, or URLs that include any of the Aflac Marks without Aflac's prior written approval.
- **5.4.3** Revocation of License to Use AFLAC Marks and Materials. Aflac may, at any time and for any reason, revoke Producer's limited license to use the Aflac Marks or the Materials in connection with Producer's solicitation, servicing or dealing with any prospective or current payroll account or policyholder.
- **S.4.4** Revocation, Expiration or Termination. Upon the revocation of Producer's limited license to use Aflac's Marks or the Materials or the termination of this Agreement, Producer shall immediately cease all further use of the Aflac Marks and the Materials in any manner. Producer agrees that any breach or threatened breach of this Paragraph 5.4.4 would cause irreparable harm to Aflac and that money damages would not provide an adequate remedy to Aflac for the injury. Producer therefore consents to the entry of immediate injunctive relief against it in a court of competent jurisdiction in the event Producer breaches or threatens to breach this Paragraph 5.4.4 in any manner.

#### 6. Restricted Conduct.

- 6.1 <u>Policy Replacement</u>. During the term of this Agreement and for two years after this Agreement is terminated, and in the Territory (as defined in Section 6.3 below), Producer shall not induce, directly or indirectly, any policyholder of Aflac to reduce, terminate or replace his current level of coverage under any Policy in favor of any non- Aflac-sponsored policy. This restriction shall apply to all Aflac policyholders with whom Producer had direct or indirect contact while representing Aflac within the immediately preceding two years, and to each Aflac policyholder who received a Policy, the marketing or sale of which resulted in compensation, for Producer within the immediately preceding two years.
- **Recruitment of Agents and Employees.** During the term of this Agreement and for two years after this Agreement is terminated, Producer, either alone or in concert with others, either directly or indirectly, shall not induce any Aflac employee, agent or independent contractor to terminate his or its engagement with Aflac. Following termination of this Agreement, this restriction will apply only in the following combination of circumstances: (i) the person being approached was a general agent, broker general agent, producer, associate or employee in the Aflac sales force within the Territory within one year prior to the termination of this Agreement; and (ii) at the time Producer approaches such person, the person has been an agent or employee of Aflac for at least six months.

- **<u>Definition of Territory.</u>** As used in this Agreement, "Territory" shall refer to the geographical areas set forth in all appointment certificates (or governing documents) issued to Producer by Aflac during the term of this Agreement and maintained in Aflac's office. The current versions of such certificates, for purposes of such determination, are hereby incorporated in this Agreement. Each certificate subsequently issued during the term of this Agreement shall automatically, upon its acceptance by Producer, supplement or supersede (depending on its coverage) the prior certificates and be incorporated in this Agreement for purposes of such determination. Acceptance may be indicated by Producer's written acknowledgment or deemed by Producer's actions in reliance on such certificate, including transfer in location or acceptance of fees or commissions relevant to such geographic location. Producer may positively indicate its non-acceptance of such certificate by so notifying Aflac in writing, in which case only the prior certificates shall remain in effect. Producer acknowledges that by agreeing to represent Aflac in such geographical areas pursuant to such appointment certificates, Producer is binding himself to comply with the covenants in this Section 6 in those areas. Producer acknowledges that this is the best and most practical description of the areas where Producer operates based on his actual marketing and compensation. Notwithstanding anything to the contrary herein, the term "Territory" shall not include any geographical areas where Producer has not represented Aflac at any time during the immediately preceding two years.
- 7. **Arbitration**. Except as set forth in Section 8 below, any claim, controversy or dispute arising between the parties with respect to this Agreement, including any alleged tort related to this Agreement or the activities associated with this Agreement, to the maximum extent allowed by applicable law and irrespective of the form of relief sought, shall be submitted to and resolved by arbitration. Such arbitration shall be the sole remedy with respect to such matter, and the parties agree that the arbitrators cannot award any punitive or exemplary damages or any damages other than compensatory. The arbitration shall be conducted in Atlanta, Georgia and shall be conducted pursuant to the terms of the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association, except as otherwise specified herein, including, without limitation, the exception that the arbitrators cannot award punitive or exemplary damages or any damages other than compensatory. Either party may notify the other party at any time of the existence of an arbitrable controversy by certified mail and shall attempt in good faith to resolve their differences within 15 days after the receipt of such notice. Notice to Producer shall be sent to Producer's principal business address pursuant to Section 11 below, and notice to Aflac shall be sent to: Arbitration Officer, American Family Life Assurance Company (Aflac), Worldwide Headquarters, 1932 Wynnton Road, Columbus, Georgia 31999. If the dispute cannot be resolved within the 15-day period, either party may file a written demand for arbitration with the other party. The party filing such demand shall simultaneously specify its arbitrator, giving the name, address and telephone number of said arbitrator. The party receiving such notice shall notify the party demanding the arbitration of its arbitrator, giving the name, address and telephone number of the arbitrator within five days of the receipt of such demand. The arbitrators named by the respective parties need not be neutral. The American Arbitration Association, on request by either party, shall appoint a neutral person to serve as the third arbitrator, and shall also appoint an arbitrator for any party failing or refusing to name its arbitrator within the time specified in this Section 7. The arbitrators thus constituted shall promptly meet, select a chairperson, fix the time and place of the hearing, and notify the parties. To the extent practical, the arbitrators shall provide for the hearing to commence within 60 days

after the arbitrators have been empaneled. The majority of the panel shall render an award within 10 days of the completion of the hearing, and shall promptly transmit an executed copy of the award to the respective parties. The award of the arbitrators shall be final, binding and conclusive upon the parties hereto. Each party shall have the right to have the award enforced by any court of competent jurisdiction.

- 8. <u>Injunction</u>. In the event of any breach by Producer of any covenant contained in Section 5 or 6 of this Agreement, the resulting injuries to Aflac would be difficult or impossible to estimate accurately, but it is certain that injury or damages will result to the business of Aflac. Producer therefore agrees that, in the event of any such breach, Aflac shall be entitled, in addition to any available legal or equitable remedies for damages, to an injunction to restrain the violation or anticipated violation thereof. Aflac's rights under this Section 8 shall be in addition to every other remedy (equitable, statutory, legal or contractual) to which Aflac may be entitled.
- **9.** <u>Indemnity.</u> The parties hereto shall indemnify and hold each other harmless from and against all loss, damage, injury, liability, penalties and claims thereof, including reasonable attorney fees and other costs of litigation, resulting directly or indirectly from the negligence, wrongful acts or omissions of each other's employees, or resulting directly or indirectly from Wells Fargo's performance of services related hereto.
- Miscellaneous. No assignment of this Agreement by Producer or any commissions due 10. under this Agreement shall be valid unless in writing and approved in advance by an authorized officer of Aflac. No modification or waiver of any term of this Agreement shall be binding on Aflac unless in writing and signed and approved by an authorized officer of Aflac. This Agreement is governed by the laws of the state in which Producer resides, as such laws apply to a contract made, delivered and performed in such state, notwithstanding the locale for performance or payment of any compensation, without giving effect to the principles of conflicts of law in such state. This Agreement supersedes and replaces any agreement previously entered into between Producer and Aflac with respect to Policies issued after the date of this Agreement. Aflac's failure to enforce any provision of this Agreement shall not constitute a waiver of any provision of this Agreement. The provisions of this Agreement shall be deemed severable. In the event any provision of this Agreement is determined to be unenforceable or invalid, such provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and such determination shall not affect the validity and enforceability of any other remaining provisions of this Agreement. This Agreement, together with all schedules attached hereto and all writings incorporated herein by reference, constitute the entire agreement between Producer and Aflac with respect to the subject matter of this Agreement. The captions and headings in this Agreement are inserted for convenience of reference only and are not to be construed as part of this Agreement or limitations on the scope of this Agreement. All pronouns used in this Agreement shall be deemed to refer to the masculine, feminine or neuter gender as the context requires.
- 11. <u>Principal Address; Notices</u>. Producer's principal address for purposes of this Agreement is the address provided below Producer's signature on this Agreement. Producer shall inform Aflac in writing of any changes in this address. With respect to any notice or materials

that Aflac is required hereunder to provide to Producer, Aflac's evidence of such written notice or provision of materials shall be conclusive that Aflac provided such notice or materials.

#### **Producer's Election with Respect to Commissions**:

Per Section 3.8, Advances of First-Year Commissions, I elect either:
(Please initial your election. Failure to make such an affirmative election, or election of both options, shall be deemed to be an election to receive First-Year Commissions as earned.)
To receive such commissions AS EARNED, per Section 3.8(a).
OR

\_\_\_\_\_ To receive such commissions IN ADVANCE, per Section 3.8(b).

Continued on Page 13 of 13 for Signatures Only

#### **SIGNATURES**

#### **BY PRODUCER:**

Signature:	SIGN HER
Date:	_
Print Name:	_
Address:	_
Social Security Number:	
ACKNOWLEDGED BY GENERAL AGENT: (Signature required)	
Signature:	_
Date:	_
Print Name:	_
Address:	_
BY AMERICAN FAMILY LIFE ASSURANCE COMPANY OF COLUMB	US:
Signature:	_
Print Name:	_
Effective Date of Agreement:	_
Assigned Writing Number:	



#### EFT Direct Deposit Electronic Funds Transfer Authorization Agreement

Account Name Agent Number			
Tax ID#			
Address			
City		State	Zip Code
	PLEASE COMPLETE & <u>A</u>	TTACH A VOIDED CHECK	
	DO NOT SEND	A DEPOSIT SLIP	
Financial Institution (Ba	nk) Information	☐ Checking/NO	W 🛭 Savings
Bank Name			
City		State	
Institution Account Number	er		
ABA Number			
indicated above and the such account. This authorits termination in such times.	depository named above, herein prization is to remain in full force and such manner as to afford Aflac to debit this account in order	ries and adjustments for any errors lafter called depository, to debit and and effect until Aflac has received wi Aflac and Depository a reasonable of er to collect on a debit balance. By s	Nor credit the same to ritten notice from me of opportunity to act on it.
		SIGN F	IERE
	Authorized	d Signature	
Printed Name	 Title		Date

Form (Rev. December 2011)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

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

	Name (as shown on your income tax return)								
ige 2.	Business name/disregarded entity name, if different from above								
Print or type Specific Instructions on page	Check appropriate box for federal tax classification:  Individual/sole proprietor							l	
by to the total liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ►  Other (see instructions) ►						Exempt	payee		
F	Other (see instructions) ▶								
pecific	Address (number, street, and apt. or suite no.)  Requester's name and address (optional description).					tional)			
See S	City, state, and ZIP code								
	List account number(s) here (optional)								
Par	Taxpayer Identification Number (TIN)								
Enter	your TIN in the appropriate box. The TIN provided must match the name given on the "Name"	line	Socia	al secu	urity n	umber			
to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.									
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose  Employer identification num					numbe	r			
number to enter.									
Par	t II Certification								
Under	penalties of perjury, I certify that:								
1. Th	e number shown on this form is my correct taxpayer identification number (or I am waiting for	a numbe	er to b	oe iss	ued to	o me), a	and		
						, .			

- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- 3. I am a U.S. citizen or other U.S. person (defined below).

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

Sign Here Signature of U.S. person ►

#### **General Instructions**

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

#### **Purpose of Form**

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

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

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
  - 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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



## (800) 321-0102

(678) 483-8513 (Licensing FAX) <a href="mailto:licensing@aimc.net">licensing@aimc.net</a> (Licensing E-mail)

#### <u>Credit Card Acceptance Form</u> <u>MasterCard, Visa, Discover Card or American Express Only</u>

Date: _	
	on card:
(exactly	as it appears on card )
Card Nu	umber:
CVC2#	: Card Type (circle one): Mastercard; Visa; Amex & Discover:
	Card/Visa/Discover: last three digits on back of card)
	an Express: four digit number above credit card number)
Billing	Address:
City, St	ate, Zip:
Expirati	ion date:
Transac	etion amount:
Phone#	(required):
	ng below, I authorize AIMC, LLC to electronically charge my credit card account as specified pay the appropriate license fees/appointment fees/renewal fees.
Signatu	ıre:
AIMC, L	LC will accept credit card payments for the following appointment fees, renewals and background fees  If sending in for Renewal Fee, please mark below which company the fee applies to:
	Central States Indemnity (CSI) - appointments, renewals and background fees State(s)
	Family Life (FLIC) – appointment, renewals and background fees State(s)
	KSKJ – appointment, renewals and background fees State(s)
	Royal Neighbors of America (RNA) – appointment, renewals and background fees State(s)
	Sterling Investors Life Insurance Co. (SILIC) – appointment, renewals and background fees State(s)

Form: AIMC,LLC705.00CCAF

4-10-12