



## **Contracting Checklist for Americo**

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

- Completed and Signed Agent/Agency Application
- Completed and Signed Authorization for Disclosure of Agent Information
- Completed and Signed Guaranty Agreement
- Completed and Signed Commission Advance Addendum
- Completed and Signed Agent Agreement
- 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

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

Send the above information to SMIG:

**By Email:**        [contracts@smig-inc.com](mailto:contracts@smig-inc.com)

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

**By Mail:**        Senior Marketing Insurance Group  
                          415 S 18<sup>th</sup> St, Suite 101  
                          Saint Louis, MO, 63103

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.

SMC-010100 (11/14)

## AGENT AGREEMENT WITH AMERICO LIFE, INC. AFFILIATES

52675 (11/14)

### 1. COMPANY-REPRESENTATIVE RELATIONSHIP

Each of Americo Financial Life and Annuity Insurance Company, Great Southern Life Insurance Company, The Ohio State Life Insurance Company, and any other companies as may be designated from time to time, (individually and collectively, the Company, we, us or our) appoints you as its agent/broker (Agent, you or your) to represent us in connection with our life insurance, annuities, riders and other contracts (our policies), in accordance with this AGREEMENT. You may be appointed by any of the Companies upon acceptance by an authorized representative of the companies. Americo Financial Life and Annuity Insurance Company, The College Life Insurance Company of America, Great Southern Life Insurance Company, and The Ohio State Life Insurance Company, however, are separate companies. Your right to do business in any state is contingent upon your being licensed and actually appointed by the Company in that state. You are deemed to have a separate contract enforceable by and against each of the Companies by whom you are appointed. Reference to "the Company" herein means the applicable appointing company(s). This Agreement supersedes any prior contracts or agreements between you and any of the Companies named above.

### 2. AGENT RIGHTS AND RESPONSIBILITIES

- a. **INDEPENDENCE.** As an independent contractor, you are free to exercise your discretion and judgment as to time, place, and means of performing all acts hereunder. Nothing in this AGREEMENT is intended to create a relationship of employer and employee between you and the Company.
- b. **TERRITORY.** You have no exclusive territories. Your territory is any state in which both you and the Company are authorized to do business.
- c. **AUTHORITY.** We authorize you, subject to the provisions of this AGREEMENT:
  1. to solicit applications for policies described in the SCHEDULE OF COMMISSIONS and promptly to forward the applications to the Company for consideration,
  2. to collect the full initial premium in a form payable directly to the Company for policies to be issued and promptly to submit all premium collected to the Company,
  3. to deliver policies in accordance with any and all applicable state and/or federal laws as well as any delivery requirements of the Company on a timely basis, and
  4. to make reasonable efforts to maintain the Company's policies in force and to provide reasonable assistance to the Company's policyholders.
- d. **COMMISSIONS.**
  1. **Agent's Commissions.** We will pay you, as full compensation for all services rendered and expenses incurred by you, first year and any applicable renewal commissions, at the rates provided and subject to the terms and conditions contained in the SCHEDULE OF COMMISSIONS, provided to you from time to time by your Independent Marketing Organization. The SCHEDULE OF COMMISSIONS may be changed, effective upon notice to you by your Independent Marketing Organization or the Company and any subsequent applications solicited by you shall be affected by such change. These commissions will accrue on premiums paid in cash to us for policies issued from applications procured by you while this AGREEMENT is in effect. Commissions will continue to be paid until the total commissions earned annually amount to less than \$500.00, at which point no further commissions will be due or payable. Any compensation payable will be subject to the minimum amounts in place from time to time by the Company.
  2. **General Agent's (agents with downline hierarchy) and Independent Marketing Organizations (IMO) Commissions.** The Company will directly pay commissions to your agents according to the applicable Agreement and SCHEDULE OF COMMISSIONS. By making such payments, the Company will discharge our obligations to you and your agents to the extent of such payments. To the extent commissions vest under this AGREEMENT and the Agent Agreements of your agents, there will be no reversion to you of commissions due your agents. All override commissions due you on policies sold by your agents prior to the date of termination will become non-vested if your AGREEMENT is terminated for cause. Commissions will continue to be paid until the total commissions earned annually amount to less than \$500.00, at which point no further commissions will be due or payable. Any compensation payable will be subject to the minimum amounts in place from time to time by the Company.
  3. We reserve the right to withhold compensation at any time pending any investigation of you by the Company or any governmental agency or authority for alleged improper conduct until such time as such investigation has been concluded. This provision shall not affect our ability otherwise to terminate this Agreement pursuant to its Termination provisions.

4. Agent, General Agent, and IMO's may designate and change beneficiaries to receive commissions, fees, and other compensation payable to the agent that have not been paid at the time of his/her death under this Agreement. Any beneficiary designation shall be effective upon receipt of a request satisfactory to Company. If no beneficiary designation is in effect at the death of Agent, commissions, fees and other compensation payable to the Agent that have not been paid at time of death shall be paid to the executors or administrators, if identified, or escheated to the state. The rights of any beneficiary, whenever designated, shall be subject to the rights of any assignee of this Agreement, including the Company, and no such assignment shall require the consent of any beneficiary. This section shall survive the termination of this Agreement.
  - e. **LICENSING.** You are responsible for all initial licensing fees and all applicable license renewal fees. We will pay the fee for your initial resident appointment. You will bear the cost of any nonresident appointment fees.
  - f. **OTHER EXPENSES.** The Company will provide you with application forms, medical examination forms and the various papers necessary to write and service policies. You will be responsible for all other business expenses.
  - g. **ADVERTISING AND SALES PROMOTION.** We will furnish to you all advertising materials, circulars and other Company printed sales material. We will consider your suggestions for specialized solicitation material, but none may be used without our prior written approval. You will, at all times, comply with applicable state laws and regulations
  - h. **REGULAR STATEMENTS.** On a prompt and timely basis, we will make available to you statements of your earnings, commission advances, charges and reductions or repayments of indebtedness, in accordance with Section 2.j. The Company must be notified in writing of any disputed amounts or transactions within ninety (90) days of the transaction date. No amounts or transactions may be disputed more than ninety (90) days after the transaction date.
  - i. **MONEY LAUNDERING.** We are in compliance with United States laws concerning fraud and money laundering. We expect you to be aware of those laws relating to money laundering, and to comply with them as well. Such laws include, but are not limited to, the International Money Laundering Abatement and Anti-Terrorism Financing Act of 2001 (Title III of the USA PATRIOT Act). We expect you to adhere to the Company's Anti-Money Laundering (AML) guidelines; gather the necessary information needed to confirm the identity of applicants for the Company's products; complete the AML training required by the Company and immediately report suspected AML-related activity to the Company's AML officer.
  - j. **COMMUNICATIONS.** As a condition of the authority granted hereunder, you shall adhere to all policies, procedures and instructions related to the selling of insurance on the Company's behalf that are communicated to you or otherwise made available to you by the Company, from time to time, in any manner or medium, no matter how labeled or transmitted. In the event that you opt out or do not avail yourself of any of the Company's forms of communication, you will be deemed to have received any Company communication made in that form, whether actually received or not, and will be responsible for complying with the contents of same.
  - k. **GENERAL AGENTS AND INDEPENDENT MARKETING ORGANIZATIONS RIGHTS AND RESPONSIBILITIES.** You have the following additional rights and responsibilities to:
    1. solicit applications for policies described in the SCHEDULE OF COMMISSIONS through your agents appointed with our approval,
    2. recruit agents to solicit applications for policies,
    3. exercise proper supervision to assure the faithful performance by your agents of their Agent Agreements,
    4. provide training and support to your agents, and
    5. repay in full amounts owed the Company by your agents upon demand by the Company. You are responsible for collecting from your agents.
- 3. COMPANY RIGHTS AND RESPONSIBILITIES**
- a. **RESERVATION OF AUTHORITY.** The Company reserves and retains the exclusive authority to, and your authority does not permit you to:
    1. make, alter or discharge any contract to which the Company is a party,
    2. waive or modify any terms, rates, conditions or limitations of any policy,
    3. approve evidence of insurability, or bind or commit the Company on any risk, or in any manner except as outlined in the Conditional Receipt,
    4. deliver any policy where the health of the proposed insured at the time of the delivery is other than as stated in the application for insurance,
    5. collect any premiums after the initial premium without prior written approval from the Company,
    6. extend the time for any premium payment, or reinstate any lapsed policy,
    7. adjust or settle any claim, unless specifically directed by the Company,
    8. solicit applications in any state or jurisdiction without a valid insurance license for such solicitation,
    9. enter into any legal proceedings pertaining to the Company's business, except as noted in paragraph 4.e.
    10. exercise any authority on our behalf, other than as authorized by paragraph 2.,
    11. publish or circulate any advertisements, sales literature, illustrations or other printed materials referring to the Company or its products or officers without the company's prior written consent,

12. incur any expenses in our name, without prior written approval, and
13. approve or disapprove any of your agents. The Company's approval will be evidenced by our entering into an Agent Agreement with each of your agents.

- b. RESERVATION OF RIGHTS.** With reasonable notice to you we specifically reserve the right to:
1. discontinue or withdraw any policy from any state,
  2. modify or amend any policy or its premium rates,
  3. determine maximum and minimum limits on any policy,
  4. modify or change the conditions or terms under which any policy may be offered,
  5. implement and modify any rules and regulations of the Company,
  6. cease doing business in any state or geographically defined area,
  7. modify any SCHEDULE OF COMMISSIONS,
  8. make periodic revisions to this AGREEMENT and addendum or addenda thereto.
  9. terminate any of your agents, according to the applicable provisions of the Agent Agreements,
  10. assess you or your agents' unpaid charges, fees and other amounts as specified in our Agent Agreement and our rules and regulations, and
  11. demand repayment of any indebtedness to the Company by you or your agents at any time.
- c. SECURED OBLIGATIONS.** In order to secure the full and prompt payment of any and all indebtedness due from you or your agents to us or guaranteed by you, the Company will have a security interest and first lien on any monies due at any time under the SCHEDULE OF COMMISSIONS or any applicable addendum. In addition to any statutory or other legal basis, the Company will have the right of offset and, at any time, may deduct from any monies, or other rights due you, such indebtedness together with interest at the maximum rate allowed by the law of your state and any attorneys' fees and collection costs incurred by us. Any compensation due to you from any of our companies listed in Paragraph 1 above is subject to a similar security interest and may be offset against any indebtedness owed by you to any of our companies listed in Paragraph 1.
- d. INDEBTEDNESS.** In accordance with the terms of this AGREEMENT, you are responsible for your debt and the indebtedness of your agents. Agents include, but are not limited to, all agents and/or entities in any of your downlines or hierarchies under any agent code from which you receive commissions, overrides or any compensation or are a principal or owner. Upon termination of this AGREEMENT for any reason, the entire amount of all monies due from you, and any and all of your agents, will be immediately due and payable on demand, and you are responsible for assuring that the debt is repaid in full. This does not waive the Company's right to request payment on demand of any indebtedness, at any time, that is due and payable to the Company. Monies due to you that are subject to offset include, but are not limited to, commissions, overrides, any compensation that is payable to you by anyone in any of your hierarchies. Additionally, you authorize the Company to offset against any and all sources of compensation which may include other agent codes that are payable to you or entities for which you are the principal or owner.
- You hereby agree that if you are terminated for indebtedness you will immediately become non-vested and any compensation in any form, present or future, is no longer due or payable to you.
- The Company hereby reserves the right (and you hereby consent) to charge interest on any indebtedness outstanding longer than sixty (60) days.
- e. RULES AND REGULATIONS.** The Company has the right to make and modify rules and regulations governing the issuance of its policies, the administration of this AGREEMENT and such other matters as the Company deems appropriate to further define the responsibilities and obligations of the parties. We will promptly provide you with such rules and regulations and any modifications.
- f. MATERIALS AND RECORDS.** All materials and their content which we provide you or, approve for your use or any other information pertaining to our products, will remain our sole and exclusive property, and will be used only in the solicitation of applications for Company policies and may not be used for any other purpose without our prior written approval. Upon termination of this AGREEMENT, or at any time instructed by the Company to do so, you will destroy all materials in any way related to the Company or its products including, but not limited to, Confidential and Proprietary materials, materials bearing the Company's name or logo such as forms, letterhead, and business cards, etc.
- g. ASSIGNMENT.** No assignment of this AGREEMENT or of any compensation due or to become due will be valid unless approved in advance in writing by the Company. Any assignment will be subject to the first lien and right of offset of the Company under paragraph 3.c., above.
- h. AUDIT.** Your accounts, ledgers, correspondence and other records pertaining to this AGREEMENT shall, at all times, be open to inspection and audit by authorized representatives of the Company or any of its reinsurers, regardless of any termination of this AGREEMENT.

- i. **PRIVACY SAFEGUARDS.** You will read, accept and abide by the terms and conditions of the privacy statements and policies set forth on the Company's website. You will use, store and access policyholder information in full compliance with any applicable state and/or federal laws, regulations, rules or standards. If you discover that a third party has obtained unauthorized access to policyholder information you will notify the Company of such breach. You will reasonably assist Company in investigating and assessing the extent and nature of the breach.

#### 4. RIGHTS AND RESPONSIBILITIES OF BOTH PARTIES

- a. **RECORDS.** Both parties will keep proper records, as necessary, relating to the business transacted under this AGREEMENT. Both parties reserve the right, during regular business hours, to review and make copies of these records. Upon request, both parties will account for all business materials relating to the other party's business.
- b. **CONDUCT OF BUSINESS.** Both parties will conduct their activities as authorized and contemplated by this AGREEMENT in accordance with applicable laws and regulations. Both parties agree to treat each other on a fair and equitable basis in all dealings.
- c. **SUPERVISION.** You will supervise your employees and agents who solicit and process applications for our insurance policies as provided in this AGREEMENT and will cause them to comply with all rules, regulations, and obligations imposed on you. The Company agrees to treat them as fairly and equitably as we treat you.
- d. **INDEMNIFICATION.**
  - 1. You shall defend, indemnify, protect, and hold Company harmless from and against any and all liability for claims, suits, regulatory or administrative proceedings and investigations, losses, damages, costs, penalties and expenses, including court costs and reasonable attorneys' fees related thereto, arising out of or incurred by reason of the breach of this Agreement by, or any actual or alleged negligent or intentional act, error or omission on the part of you, your Agents, anyone in your downline or hierarchy or others acting on your behalf in placing business pursuant to or carrying out the terms of this Agreement, except to the extent such act, error or omission was expressly and knowingly authorized, concurred in, or ratified by the Company. Your indemnification obligation includes all costs, expenses and attorneys' fees incurred by Company to enforce this indemnity obligation.
  - 2. The Company shall defend, indemnify, protect, and hold you harmless from and against any and all liability for claims, suits, regulatory or administrative proceedings and investigations, losses, damages, costs, penalties and expenses, including court costs and reasonable attorneys' fees related thereto, arising out of or incurred by reason of the breach of this Agreement by, or any actual or alleged negligent or intentional act error or omission on the part of, the Company or others acting on Company's behalf in the placement of business pursuant to or carrying out the terms and conditions of this Agreement, except to the extent such act, error or omission was expressly and knowingly authorized, concurred in, or ratified by you. Company's indemnification obligation includes all costs, expenses and attorneys' fees incurred by Agency to enforce this indemnity obligation.
- e. **COOPERATION.** Both parties will fully cooperate with each other in any state or federal regulatory investigations or proceedings, any matters of litigation, or any matters pertaining to policyholders, customers, claimants, or agents of the Company, to the extent that they are related to matters pertaining to this AGREEMENT.
- f. **SERVICE.** Both parties will provide prompt and professional service to our policyholders. By accepting compensation for the policies sold, you acknowledge that the actual policies sold and in force are the property of the Company. As such, you will not take any actions that suggest to, or encourage the policyholder to, surrender, lapse, or replace the policy or to cease premium payments. Any such activity gives us the right to terminate this AGREEMENT for cause. Such termination shall not be considered a waiver of the Company's right to seek damages arising from your conduct.
- g. **ORAL REPRESENTATIONS.** Both parties confirm that no oral promises or representations exist which are not included in this AGREEMENT.
- h. **CONTRACT RIGHTS.** Both parties recognize the rights of Independent Marketing Organizations and General Agents to all of their contracted agents, provided that such contracted agents have written new business for the Company during the six-month period immediately preceding a request to transfer the agent to another Independent Marketing Organization or General Agent. If agents contracted by an Independent Marketing Organization or General Agent have written new business for the Company during the six-month period immediately preceding a request to transfer the agent to another Independent Marketing Organization or General Agent, no transfer will be allowed without the prior written release by the current Independent Marketing Organization and General Agent. A written release is mandatory of any agent that has written new business during the six-month period immediately preceding a request to transfer or any agent requesting a transfer within the first six months of having executed an Agent Agreement with the Company. Execution of an Agent Agreement includes execution of a written Agent Agreement or agreement to the terms and conditions of the Company's Agent On-Boarding process.  
**Any debt that may exist at the time of such transfer and/or be incurred on business written under the prior Independent Marketing Organization but created after the transfer, shall transfer with the agent, and the new Independent Marketing Organization shall bear liability for such indebtedness.**

- i. TERMINATION WITHOUT CAUSE.** Termination under this clause will not impair any contractual rights to commissions under the terms of the SCHEDULE OF COMMISSIONS. This AGREEMENT may be terminated without cause as follows:
1. by either party giving written notice, mailed or delivered to the other party's last known address within the timeframe required by the law of your state. In the absence of any statutory requirement to the contrary, termination shall be effective upon the date of the written notice of termination,
  2. upon your failure to provide us with a current resident mailing address, whether or not required by state law,
  3. upon your failure to produce an adequate volume of business, or to maintain an in-force persistency or policy placement rate acceptable to the Company.
- j. AUTOMATIC TERMINATION.** Termination under this clause will not impair any contractual rights to commissions under the terms of the SCHEDULE OF COMMISSIONS. This AGREEMENT will automatically be terminated as follows:
1. when you die, file for bankruptcy, or give an assignment for the benefit of creditors, if you are an individual,
  2. upon the dissolution, bankruptcy, insolvency or assignment for the benefit of creditors, if you are a partnership or corporation,
  3. upon the death of one or more partners, if you are a partnership,
  4. upon your failure to acquire or continuously maintain all licenses required by law,
  5. upon the termination of the Agent Agreement of your General Agent or Independent Marketing Organization,
- k. TERMINATION FOR CAUSE.** This AGREEMENT may be terminated for cause as follows, if you:
1. withhold any funds, commissions, overrides or any other compensation payable that rightfully should have been transmitted to an agent of the Company,
  2. withhold any premium, receipts, documents, correspondence, or any other funds that rightfully should have been transmitted to the Company,
  3. fail to promptly return any property belonging to us when requested to do so,
  4. have a final judgment of felony conviction involving dishonesty or breach of trust, or any offense under Title 18 U.S. Code, Sec. 1033,
  5. hold a license that is revoked or suspended in any state or jurisdiction,
  6. have a required bond refused or cancelled,
  7. misrepresent any of our products or services,
  8. misrepresent or omit any material information on an application for, or reinstatement of our policy,
  9. commit or attempt to commit fraud, against the Company or a policyholder,
  10. fail to comply with material terms of this AGREEMENT, or our stated rules and regulations, cause or attempt to cause employees or agents of ours to discontinue their association with the Company,
  11. cause or attempt to cause any policyholder of the Company to discontinue any policy, or discontinue contributions to any annuity contract, or
  12. falsify or alter material information provided to us, or fail to provide any material information to the Company upon request.

Upon termination for cause, you will have no further rights under this AGREEMENT to any commissions, commission overrides or other compensation otherwise payable under the terms of this AGREEMENT and the SCHEDULE OF COMMISSIONS. A termination for cause will be effective upon your conviction of a felony or any crime under Title 18 U.S. Code, Sec. 1033, or revocation of your license to sell insurance, or upon the Company sending you a written notice of termination which specifies one or more of the above reasons for termination for cause.

**I. FINAL ACCOUNTING, PAYMENT OBLIGATIONS AND RECOVERY RIGHTS.**

1. Upon termination of the Agent Agreement of any of your agents for cause or without cause, the entire amount of all monies due from such terminated agents, will be immediately due and payable on demand, and you will be responsible for repayment of such debt in full. Such responsibility will include the indebtedness of all agents that you receive an override on, recruit to solicit policies on behalf of the Company, or where you have guaranteed the indebtedness.
  2. Upon termination of this AGREEMENT for any reason, the entire amount of all monies due from you, and any and all of your agents, will be immediately due and payable on demand, and you are responsible for assuring that the debt is repaid in full. This does not waive the Company's right to request payment on demand of any indebtedness, at any time, that is due and payable to the Company.
  3. You have the right to recover from your agents amounts owed to you by your agents under the terms of this AGREEMENT, together with interest, all costs of collection, and attorney's fees.
- m. NON-WAIVER.** Forbearance by either party to insist upon the performance of any provisions of this AGREEMENT, at any time, or under any circumstances, will not constitute a waiver of the right to demand performance at any future time.

**5. GENERAL PROVISIONS**

This AGREEMENT is governed by the laws of the State of Texas. The parties hereby submit to the jurisdiction of, and waive any venue objections against, the United States District Court for the Northern District of Texas and the trial courts of the State of Texas and consent to the personal jurisdiction of such courts for purposes of this agreement. This AGREEMENT, together with the Agent/Agency Application contemporaneously submitted to the Company and the attached SCHEDULE OF COMMISSIONS and the ADDENDUM(S) applicable to this AGREEMENT, constitute the entire agreement of the parties, will be effective on the date accepted by the Company and will supersede any prior agreements, and may only be modified in writing.

**CONSUMER REPORT AUTHORIZATION FORM**CONSENT TO OBTAIN CONSUMER REPORTS

This notice is being provided to you by Americo Financial Life and Annuity Insurance Company ("Company") pursuant to the Fair Credit Reporting Act ("FCRA"). As used herein, "the Company" means the above-identified insurer as well as its parents, subsidiaries, affiliates, officers, employees, agents and representatives.

In connection with determining your eligibility to be appointed or sponsored as an agent of the Company, and to maintain such appointment, in one or more states, the Company will from time to time conduct background checks. Such background checks may include the ordering of "consumer reports" from a "consumer reporting agency" containing information on, among other items, your criminal and credit history. These terms are defined in the FCRA. Additional information concerning the FCRA, 15 U.S.C. § 1661 et seq., is available at the Federal Trade Commission's website (<http://www.ftc.gov>).

I hereby authorize the Company and its authorized agents to obtain consumer reports and/or investigative consumer reports in accordance with the FCRA. I further authorize any present or former employers, consumer reporting agencies, educational institutions, criminal justice agencies, departments of motor vehicles, public agencies, financial institutions, or other persons or agencies having knowledge of me to submit information, including data received from other sources, in order that my qualifications may be evaluated.

I understand that this release is valid for any future consumer report that may be requested by the Company. I hereby consent to the Company obtaining such information from time to time, as the Company, in its sole discretion, deems necessary. I further consent to the disclosure of the information to government or regulatory agencies. I also continually authorize the Company to disclose any information received as a result of its background check to my Agency or Independent Marketing Organization.

I understand and agree that the information obtained about me may be used and relied upon by the Company in assessing and evaluating my application for appointment. I hereby release the Company, its authorized agents and any person or entity which provides information pursuant to this authorization, from any and all liabilities, claims or lawsuits relating to the information obtained from any and all of the above-referenced sources, or from furnishing the same.

I acknowledge that a copy of this release may be relied upon in lieu of and shall have the same force and effect as the original. This release is valid for all federal, state, county and local agencies and authorities.

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Applicant's Signature (Required)

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Date (Required)

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Applicant's Name (Printed)



### AGENT/AGENCY APPLICATION

Applicant is:  An Individual  Corporation  LLC  Partnership

#### Individual Information (All applicants must complete)

52675 (11/14)

Full Legal Name			
<input type="checkbox"/> Mr.	First Name	Middle Name	Last Name
<input type="checkbox"/> Ms.			
Date of Birth(MM/DD/YYYY)	Social Security Number	Business E-Mail Address	
Business Phone	Business Fax	Cell Phone	
Residence Address			
Street	City	State	Zip Code
Mailing Address			
Street	City	State	Zip Code

#### Business Entity Information (Corporation, LLC, or Partnership)

Name and Mailing Address			
Business Name	Tax ID		
Street	City	State	Zip Code
Name and Title of Each Principal/Owner Including Applicant (Required for Entities)			
If additional space is required, please attach a separate sheet			
Name	Title		
Name	Title		
Name	Title		
Name:	Title		

Beneficiary Designation		
If you are married and reside in a community property state and name someone other than your spouse as beneficiary, payment of commissions may be delayed or disputed unless your spouse provides written authorization consenting to the beneficiary designation.		
Name	Date of Birth (MM/DD/YYYY)	Social Security Number

INDIVIDUAL BACKGROUND QUESTIONS

BACKGROUND: Violent Crime Control and Law Enforcement Act of 1994: The Violent Crime Control and Law Enforcement Act of 1994 is the largest crime bill in the history of the United States. For purposes of this application, the Crime Act of 1994 prohibits any individual who has been convicted of a criminal felony involving dishonesty or breach of trust to willfully engage in business of insurance. Acts that would exclude you from engaging in the business of insurance include, but are not necessarily limited to, (1) knowingly make false material statements in financial reports submitted to insurance regulators; (2) embezzle or misappropriate monies or funds of an insurance company; (3) make material false entries in the records of an insurance company in an effort to deceive officials of the company or regulators regarding the financial condition of the company; (4) obstruct an investigation by an insurance regulator. In addition to the foregoing, THE 1994 CRIME ACT MAKES IT A FEDERAL CRIME FOR INDIVIDUALS WHO HAVE BEEN CONVICTED OF A FELONY INVOLVING DISHONESTY, BREACH OF TRUST, OR ANY OF THE OFFENSES LISTED ABOVE TO WILLFULLY ENGAGE IN THE BUSINESS OF INSURANCE. Willfully engaging in the business of insurance includes acting as an insurance agent. Penalties for violating the 1994 Crime Act include civil fines up to \$50,000 and imprisonment up to 15 years. IT IS YOUR RESPONSIBILITY TO KNOW IF YOU HAVE A CRIMINAL CONVICTION THAT PLACES YOU IN VIOLATION OF THE 1994 CRIME ACT, AND TO REPORT SUCH CONVICTIONS TO AMERICO.

- 1.) Will you be in violation of the 1994 Crime Act if you act as an insurance agent?
2.) Did you file a 1033 form in any state due to felony charges covered by 18USC 1033?
If so, did you gain consent to write?
3.) Have you ever filed bankruptcy?

If you are applying as an Entity skip the below questions and move to page 3

- 4.) Are you currently charged with or have you ever been convicted of a crime, including felony, misdemeanor, or military offense?
5.) Do you have any outstanding debt(s) with any insurance company (ies)?
6.) Do you currently have a state, federal or any taxing authority tax lien?
7.) Do you have any outstanding civil judgments?
8.) Have you ever been refused a bond or had a bond cancelled?
9.) Have you ever been named or involved as a party in an administrative proceeding including but not limited to FINRA sanctions or arbitration proceeding regarding any professional or occupational license or registrations? Includes State Insurance Department investigations, license suspensions, revocations, or administrative fines.

If you answered "Yes" to any questions, please attach a signed written explanation with all relevant information and supporting documents (e.g. Official Court Records, Repayment Agreements and corresponding receipts).

To aid in expediting your application, please provide the following additional documentation for "yes" responses to the below questions. Failure to provide a signed explanation and supporting documentation will delay contracting.

- Questions 1 and 2: Along with the written explanation, you must attach a copy of the 1033 consent from your home state.
Question 3: If satisfied, disposed of or discharged, provide court documentation and/or 6 months repayment history
Question 5: Provide 6 months proof of repayment.
Question 6: Provide 6 months proof of repayment from taxing authority
Question 9: Attach:

- a) a written statement identifying the type of license, all parties involved (including their percentage of ownership, if any) and explaining the circumstances of each incident.
b) a copy of the Notice of Hearing or other document that states the charges and allegations, and
c) a copy of the official document which demonstrates the resolution of the charges or any final judgments

**BUSINESS ENTITY BACKGROUND QUESTIONS**

(Required for all Entities)

**BACKGROUND: Violent Crime Control and Law Enforcement Act of 1994:** The Violent Crime Control and Law Enforcement Act of 1994 is the largest crime bill in the history of the United States. For purposes of this application, the Crime Act of 1994 prohibits any individual who has been convicted of a criminal felony involving dishonesty or breach of trust to willfully engage in business of insurance. Acts that would exclude you from engaging in the business of insurance include, but are not necessarily limited to, (1) knowingly make false material statements in financial reports submitted to insurance regulators; (2) embezzle or misappropriate monies or funds of an insurance company; (3) make material false entries in the records of an insurance company in an effort to deceive officials of the company or regulators regarding the financial condition of the company; (4) obstruct an investigation by an insurance regulator. In addition to the foregoing, **THE 1994 CRIME ACT MAKES IT A FEDERAL CRIME FOR INDIVIDUALS WHO HAVE BEEN CONVICTED OF A FELONY INVOLVING DISHONESTY, BREACH OF TRUST, OR ANY OF THE OFFENSES LISTED ABOVE TO WILLFULLY ENGAGE IN THE BUSINESS OF INSURANCE.** Willfully engaging in the business of insurance includes acting as an insurance agent. Penalties for violating the 1994 Crime Act include civil fines up to \$50,000 and imprisonment up to 15 years. **IT IS YOUR RESPONSIBILITY TO KNOW IF YOU HAVE A CRIMINAL CONVICTION THAT PLACES YOU IN VIOLATION OF THE 1994 CRIME ACT, AND TO REPORT SUCH CONVICTIONS TO AMERICO.**

- |  | Yes                      | No                       |
|--|--------------------------|--------------------------|
| 1.) Is the Business Entity or any Owner, Partner, Officer or Director of the Business Entity, or Member or Manager of a Limited Liability Company currently being charged with or has ever been convicted of a crime, including felony, misdemeanor, or military offense? ..... <input type="checkbox"/> <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> |
| <i>Convicted includes a guilty verdict, withdrawn plea, probation, nolo contendere plea, suspended sentences, or fines. You may exclude traffic citations and juvenile offenses.</i>   |                          |                          |
| 2.) Does the Business Entity or any Owner, Partner, Officer or Director of the Business Entity, or Member or Manager of a Limited Liability Company have any outstanding debt(s) with any insurance company (ies)? ..... <input type="checkbox"/> <input type="checkbox"/>   | <input type="checkbox"/> | <input type="checkbox"/> |
| If "Yes", please provide: Name: _____ Amount: _____ Relationship: _____  |                          |                          |
| 3.) Has the Business Entity or any Owner, Partner, Officer or Director of the Business Entity, or Member or Manager of a Limited Liability Company, ever been subject to a bankruptcy proceeding? (Do not include personal bankruptcies, unless they involve funds held on behalf of others.) ..... <input type="checkbox"/> <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> |
| 4.) Does the Business Entity or any Owner, Partner, Officer or Director of the Business Entity, or Member or Manager of a Limited Liability Company currently have a state, federal or any taxing authority tax lien? ..... <input type="checkbox"/> <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> |
| 5.) Does the Business Entity or any Owner, Partner, Officer or Director of the Business Entity, or Member or Manager of a Limited Liability Company have any outstanding civil judgments? ..... <input type="checkbox"/> <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> |
| 6.) Has the Business Entity or any Owner, Partner, Officer or Director of the Business Entity, or Member or Manager of a Limited Liability Company ever been refused a bond or had a bond cancelled (other than for non-payment)?..... <input type="checkbox"/> <input type="checkbox"/>   | <input type="checkbox"/> | <input type="checkbox"/> |
| 7.) Has the Business Entity or any Owner, Partner, Officer or Director of the Business Entity, or Member or Manager of a Limited Liability Company ever been named or involved as a party in an administrative proceeding including but not limited to FINRA sanctions or arbitration proceeding regarding any professional or occupational license, or registrations? Includes State Insurance Department investigations, license suspensions, revocations, or administrative fines. .... <input type="checkbox"/> <input type="checkbox"/>   | <input type="checkbox"/> | <input type="checkbox"/> |
| <i>"Involved" means having a license censured, suspended, revoked, canceled, terminated; or, being assessed a fine, a cease and desist order, a prohibition order, a compliance order, placed on probation, sanctioned or surrendering a license to resolve administrative action. "Involved" also means being named as a party to an administrative or arbitration proceeding, which is related to a professional or occupational license or registration. "Involved" also means having a license application denied or the act of withdrawing an application to avoid a denial. You may EXCLUDE terminations due solely to noncompliance with continuing education requirements or failure to pay a renewal fee.</i> |                          |                          |

**If you answered "yes" to any questions, please attach a signed written explanation with all relevant information and supporting documents (e.g. Official Court Records, Repayment Agreements and corresponding receipts).**

To aid in expediting your application, please provide the following additional documentation for "yes" responses to the below questions.

Failure to provide a signed explanation and supporting documentation will delay contracting.

Question 2: Provide 6 month's proof of repayment.

Question 3: If satisfied, disposed of or discharged, provide court documentation and/or 6 months repayment history

Question 4: Provide 6 months proof of repayment from taxing authority

Question 7: Attach:

- a) a written statement identifying the type of license, all parties involved (including their percentage of ownership, if any) and explaining the circumstances of each incident.
- b) a copy of the Notice of Hearing or other document that states the charges and allegations, and a copy of the official document which demonstrates the resolution of the charges or any final judgments.

## LICENSES

Non-resident appointment fees will be deducted directly from your commissions upon our acceptance of the contract or once the first piece of business has been submitted, depending on the state's appointment regulations.

**I plan to write business in the following states and would like to be appointed in accordance with the states requirements.**

- |   |  |   |   |  |
|---|--|---|---|--|
| <input type="checkbox"/> Alabama              | <input type="checkbox"/> Hawaii        | <input type="checkbox"/> Michigan       | <input type="checkbox"/> North Dakota   | <input type="checkbox"/> Virginia      |
| <input type="checkbox"/> Alaska               | <input type="checkbox"/> Idaho         | <input type="checkbox"/> Minnesota      | <input type="checkbox"/> Ohio           | <input type="checkbox"/> Washington    |
| <input type="checkbox"/> Arizona              | <input type="checkbox"/> Illinois      | <input type="checkbox"/> Mississippi    | <input type="checkbox"/> Oklahoma       | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Arkansas             | <input type="checkbox"/> Indiana       | <input type="checkbox"/> Missouri       | <input type="checkbox"/> Oregon         | <input type="checkbox"/> Wisconsin     |
| <input type="checkbox"/> California           | <input type="checkbox"/> Iowa          | <input type="checkbox"/> Montana        | <input type="checkbox"/> Pennsylvania   | <input type="checkbox"/> Wyoming       |
| <input type="checkbox"/> Colorado             | <input type="checkbox"/> Kansas        | <input type="checkbox"/> Nebraska       | <input type="checkbox"/> Rhode Island   |  |
| <input type="checkbox"/> Connecticut          | <input type="checkbox"/> Kentucky      | <input type="checkbox"/> Nevada         | <input type="checkbox"/> South Carolina |  |
| <input type="checkbox"/> Delaware             | <input type="checkbox"/> Louisiana     | <input type="checkbox"/> New Hampshire  | <input type="checkbox"/> South Dakota   |  |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Maine         | <input type="checkbox"/> New Jersey     | <input type="checkbox"/> Tennessee      |  |
| <input type="checkbox"/> Florida              | <input type="checkbox"/> Maryland      | <input type="checkbox"/> New Mexico     | <input type="checkbox"/> Texas          |  |
| <input type="checkbox"/> Georgia              | <input type="checkbox"/> Massachusetts | <input type="checkbox"/> North Carolina | <input type="checkbox"/> Utah           |  |

**If you hold a non-resident license in Florida and plan to physically solicit in any Florida county, you must indicate those counties below, as an appointment is required. Americo will pay the fee for the county appointment.**

- |   |  |  |  |
|---|--|--|--|
| <input type="checkbox"/> Alachua County   | <input type="checkbox"/> Franklin County     | <input type="checkbox"/> Lee County        | <input type="checkbox"/> Pinellas County   |
| <input type="checkbox"/> Baker County     | <input type="checkbox"/> Gadsden County      | <input type="checkbox"/> Leon County       | <input type="checkbox"/> Polk County       |
| <input type="checkbox"/> Bay County       | <input type="checkbox"/> Gilchrist County    | <input type="checkbox"/> Levy County       | <input type="checkbox"/> Putnam County     |
| <input type="checkbox"/> Bradford County  | <input type="checkbox"/> Glades County       | <input type="checkbox"/> Liberty County    | <input type="checkbox"/> Santa Rosa County |
| <input type="checkbox"/> Brevard County   | <input type="checkbox"/> Gulf County         | <input type="checkbox"/> Madison County    | <input type="checkbox"/> Sarasota County   |
| <input type="checkbox"/> Broward County   | <input type="checkbox"/> Hamilton County     | <input type="checkbox"/> Manatee County    | <input type="checkbox"/> Seminole County   |
| <input type="checkbox"/> Calhoun County   | <input type="checkbox"/> Hardee County       | <input type="checkbox"/> Marion County     | <input type="checkbox"/> St. Johns County  |
| <input type="checkbox"/> Charlotte County | <input type="checkbox"/> Hendry County       | <input type="checkbox"/> Martin County     | <input type="checkbox"/> St. Lucie County  |
| <input type="checkbox"/> Citrus County    | <input type="checkbox"/> Hernando County     | <input type="checkbox"/> Miami-Dade County | <input type="checkbox"/> Sumter County     |
| <input type="checkbox"/> Clay County      | <input type="checkbox"/> Highlands County    | <input type="checkbox"/> Monroe County     | <input type="checkbox"/> Suwannee County   |
| <input type="checkbox"/> Collier County   | <input type="checkbox"/> Hillsborough County | <input type="checkbox"/> Nassau County     | <input type="checkbox"/> Taylor County     |
| <input type="checkbox"/> Columbia County  | <input type="checkbox"/> Holmes County       | <input type="checkbox"/> Okaloosa County   | <input type="checkbox"/> Union County      |
| <input type="checkbox"/> DeSoto County    | <input type="checkbox"/> Indian River County | <input type="checkbox"/> Okeechobee County | <input type="checkbox"/> Volusia County    |
| <input type="checkbox"/> Dixie County     | <input type="checkbox"/> Jackson County      | <input type="checkbox"/> Orange County     | <input type="checkbox"/> Wakulla County    |
| <input type="checkbox"/> Duval County     | <input type="checkbox"/> Jefferson County    | <input type="checkbox"/> Osceola County    | <input type="checkbox"/> Walton County     |
| <input type="checkbox"/> Escambia County  | <input type="checkbox"/> Lafayette County    | <input type="checkbox"/> Palm Beach County | <input type="checkbox"/> Washington County |
| <input type="checkbox"/> Flagler County   | <input type="checkbox"/> Lake County         | <input type="checkbox"/> Pasco County      |  |

## AUTHORIZATION FOR ELECTRONIC FUNDS TRANSFER (DIRECT DEPOSIT)

**Commissions are sent daily (default), weekly, or monthly through Electronic Funds Transfer into your bank account.**

I hereby authorize the Company to pay my commissions by depositing my commissions through Electronic Funds Transfer and to initiate, if necessary, adjustments involving errors to the deposits, but only to the extent of the errors, in the account indicated below. The undersigned also authorizes the depository named below, (the "Depository") to accept such deposits and make any requested adjustments to such account as instructed by the Company. It is agreed that these deposits may be made electronically and under the Rules of the Mid-America Automated Clearing House Association. This authority is to remain in full force and effect until the Company has received written notification from me of its termination, allowing the Company enough time to act on it.

**Please complete all information.**

Account Holder's Name (please print)

Applicant's preferred pay frequency:  Daily  Weekly  Monthly

Routing Number

Account Number

**Please include one of the following:**

Voided check for checking account (or)

Deposit slip for savings account (or)

- must indicate account number
- note that routing number on the deposit slip is not the bank routing number needed to transmit a deposit, please confirm routing number with your bank and write above
- verify that the numbers are the same as on your account as these sometimes differ

Bank routing and account numbers on financial institutions letterhead

**Tape voided check or deposit slip here.**

### REPRESENTATIONS AND AGREEMENTS

- I can solicit business only in states where I am licensed.
- I will not solicit business in states that prohibit solicitation prior to my appointment.
- As a general rule, it is not acceptable for me to make a solicitation anywhere other than in the resident state of the applicant.
- Premium checks will be payable to and sent directly to the Company. No premium checks will be deposited to a personal or business account. Money orders will not be accepted for initial premium.
- I will represent all policies according to their applicable provisions, including any illustration of values and benefits. Full disclosure will be made regarding all policy features and conditions relevant to the receipt of benefits.
- I will abide by all rules and regulations of the Company, which may be subject to change at any time.
- I understand that I must complete Anti-Money Laundering Training on the LIMRA web site and I also understand that Amerigo requires me to renew my certification every 2 years. Policies falling under the Anti-Money Laundering Training requirements will not be issued unless the initial and renewal training requirements have been fully met.
- If I am convicted of or plead guilty to any felony involving dishonesty or breach of trust, or any offense under Title 18 U.S. Code Sec. 1033, or am required to file under any sex offender registration law of any state, I will immediately report it to the Company.

### TAXPAYER IDENTIFICATION CERTIFICATION

1. Under penalties of perjury, I certify that I am a US citizen or other US person, and that the number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me).
2. I am not subject to backup withholding because (A) I am exempt from backup withholding, or (B) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (C) the IRS has notified me that I am no longer subject to backup withholding.\*
3. I am exempt from FATCA (Foreign Account Tax Compliance Act) reporting.

\*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 failed to report all interest or dividends on your tax return.

“The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.”

### E&O COVERAGE

**By signing this application, you acknowledge that you are responsible for maintaining, and agree to maintain, E&O liability coverage of not less than \$1 million at the time any business is written on behalf of the company, during the term of this Agent Agreement and for a period of two years after the Agreement is terminated. Your certificate must indicate coverage for any line of business you sell. (i.e. Life, annuity)**

Carrier Name	Coverage Amount (min. \$1 million)	Policy Number	Expiration Date

### AGENT'S DECLARATION AND AUTHORIZATION

- It is understood that I will be responsible for any and all commission chargebacks to my account and to the accounts of any other agents on whose production I receive a commission override. Should litigation be necessary to collect any debit balance, reasonable attorney fees and collection costs plus interest at the highest rate allowable by state law may also be awarded to the Company.
- I am fully aware and understand that as a licensed insurance agent it is my responsibility to completely understand the products and companies I represent and to properly solicit these products to consumers in accordance with insurance solicitation laws and consumer protection laws within the state(s) where I hold a resident and/or non-resident license.

I hereby certify that I have truthfully answered the questions above. I further certify that in answering the questions above I have exercised due diligence in researching all answers provided, including, but not limited to, examining whether I have any criminal convictions that place me on violation of the 1994 Crimes Act. The information is to the best of my knowledge and belief accurate Statements of Fact. I further understand that if any material information given in this application is found to be incorrect or incomplete, it will be grounds for termination at the Company's discretion, and grounds for any state, federal, contractual or other remedies the Company may have available to it. I understand and agree to the terms of that document known as the Agent Agreement with Amerigo Life, Inc. Affiliates, (form No. SMC-010100), which is incorporated into and made a part hereof by this reference, and agree that all obligations imposed thereunder shall survive the termination of such Agent Agreement. If you are signing on behalf of a General Agency or Independent Marketing Organization, by signing this Agent Agreement, you agree that you are a duly authorized principal for your General Agency or Independent Marketing Organization, and that you have authority to sign and bind your General Agency or Independent Marketing Organization to the terms set forth herein, and that your signature authorizes the disclosure of the requested information.

\_\_\_\_\_  
Applicant's Signature (Required)

\_\_\_\_\_  
Date (Required)

\_\_\_\_\_  
Applicant's Name (Printed)

## BUSINESS ASSOCIATE AGREEMENT

15-106-1 (05/15)

The Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and regulations issued thereunder (the "Privacy Rule" and the "Security Rule"), impose certain privacy protection and security requirements upon Amerigo Life, Inc. and/or its insurance subsidiaries (the "Covered Entity"). One of those requirements is that the Covered Entity ensure that its contracts with its "business associates," including You (the "Business Associate"), impose certain obligations upon the Business Associate with respect to maintaining the confidentiality of protected health information ("PHI"), and the security of electronic protected health information ("E-PHI"), in the possession of the Business Associate and relating to services provided by Business Associate to the Covered Entity. The purpose of this Agreement is to articulate the duties and responsibilities of Business Associate under the Final HIPAA Omnibus Rule, which includes modifications to the HIPAA Privacy and Security Rules as mandated by the Health Information Technology for Economic and Clinical Health ("HITECH") Act, and also includes modifications to the Breach Notification Rule (collectively, the "HIPAA Rules").

### SECTION I: EFFECTIVE DATE

The provisions of this Agreement shall be effective on the date signed by Business Associate.

### SECTION II: DEFINITIONS

- (A) **Breach.** "Breach" means the acquisition, access, use, or disclosure of PHI in a manner not permitted by the Privacy Rule where such action compromises the security or privacy of the PHI. A Breach does not include the following:
- (1) A use or disclosure of PHI that does not include the identifiers listed at 45 C.F.R. § 164.514(e)(2), date of birth, and zip code;
  - (2) Any unintentional acquisition, access, or use of PHI by Business Associate, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted by this Agreement;
  - (3) Any inadvertent disclosure by a person who is authorized to access PHI as the Business Associate to another person authorized to access PHI and does not result in further use or disclosure in a manner not permitted by this Agreement; or
  - (4) A disclosure of PHI where Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

Except as provided above, an acquisition, access, use, or disclosure of Protected Health Information in a manner not permitted by the Privacy Rule is presumed to be a Breach unless the Business Associate demonstrates that there is a low probability that the Protected Health Information has been compromised based on a risk assessment of at least the following factors:

- (1) The nature and extent of the Protected Health Information involved, including the types of identifiers and the likelihood of re-identification;
  - (2) The unauthorized person who used the Protected Health Information or to whom the disclosure was made;
  - (3) Whether the Protected Health Information was actually acquired or viewed; and
  - (4) The extent to which the risk to the Protected Health Information has been mitigated.
- (B) **Breach Notification Rule.** "Breach Notification Rule" shall mean the Standards and Implementation Specifications for Notification of Breaches of Unsecured Protected Health Information under 45 CFR Parts 160 and 164, Subparts A and D.
- (C) **Business Associate.** "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this Agreement, shall mean You, the person/entity entering into this Agreement as Business Associate.
- (D) **Covered Entity.** "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this Agreement, shall mean Amerigo Life, Inc. and/or its insurance subsidiaries.
- (E) **Designated Record Set.** "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR 164.501.
- (F) **Electronic Protected Health Information.** "Electronic Protected Health Information" shall have the same meaning as the term "electronic protected health information" in 45 CFR 160.103, limited to the electronic information created or received by Business Associate from or on behalf of the Covered Entity.
- (G) **HIPAA Rules.** "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- (H) **Individual.** "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- (I) **Law Enforcement Delay.** "Law Enforcement Delay" means when a law enforcement official notifies Business Associate that a notice, notification, or posting relating to the Breach would impede a criminal investigation or cause damage to national security.
- (J) **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- (K) **Protected Health Information.** "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of the Covered Entity.

- (L) Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.103.
- (M) Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
- (N) Security Rule. "Security Rule" shall mean the Security Standards set forth in 45 CFR Part 160 and Part 164, Subparts A and C.
- (O) Subcontractor. "Subcontractor" shall have the same meaning as the term "subcontractor" in 45 CFR 160.103.
- (P) Unsecured PHI. "Unsecured PHI" means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified by the Secretary of Health and Human Services in published guidance.

### **SECTION III: OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE**

- (A) Business Associate agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that it creates, receives, maintains or transmits on behalf of the Covered Entity.
- (B) Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.
- (C) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for in this Agreement.
- (D) Business Associate agrees not to engage in any sale of Protected Health Information and not to use or disclose genetic information for underwriting purposes in violation of the HIPAA Rules.
- (E) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- (F) Business Associate agrees to report to the Covered Entity, as soon as reasonably practicable but in all cases within five (5) business days, any use or disclosure of Protected Health Information, or any security incident with respect to Electronic Protected Health Information, not provided for by this Agreement of which it becomes aware.
- (G) Business Associate agrees to ensure that any agent, including a Subcontractor, that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate, agrees in writing to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information, including the obligation to implement reasonable and appropriate safeguards to protect Electronic Protected Health Information.
- (H) Rules Relating to Designated Record Sets.
  - (1) To the extent applicable, Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to Protected Health Information in any Designated Record Set, to the Covered Entity or, as directed by the Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
  - (2) To the extent applicable, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity.
- (I) Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, the Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining the Covered Entity's compliance with the Privacy Rule or Security Rule. Business Associate agrees to immediately notify the Covered Entity upon receipt or notice of any request by the Secretary to conduct an investigation with respect to Protected Health Information received from the Covered Entity.
- (J) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- (K) Business Associate agrees to provide to the Covered Entity or an Individual, in a time and manner designated by the Covered Entity, information collected in accordance with Business Associate's duties to document disclosures under this Agreement, to permit the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- (L) The Covered Entity and its representatives shall be entitled, on reasonable prior written notice to Business Associate, to request periodic reports and/or certification from Business Associate to verify Business Associate's compliance with the terms of this Agreement.
- (M) Business Associate agrees to notify the Covered Entity following the discovery of a Breach of Unsecured PHI (the "Breach Notification").
  - (1) A Breach shall be treated as discovered by Business Associate as of the first day on which such Breach is known to the Business Associate or, by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of the Business Associate (determined in accordance with the federal common law of agency).

- (2) Except in the case of a Law Enforcement Delay, Business Associate shall provide the Breach Notification without unreasonable delay and in no case later than 10 calendar days after discovery of the Breach.
- (3) The Breach Notification shall include, to the extent possible, the identification of each individual whose Unsecured PHI has been or is reasonably believed by the Business Associate to have been, accessed, acquired, used, or disclosed during the Breach. At the time of the notification or promptly thereafter as information becomes available, the Business Associate shall provide the Covered Entity with any other available information that the Covered Entity is required to include in notification to the individual, including the following:
- (a) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
  - (b) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
  - (c) Any steps individuals should take to protect themselves from potential harm resulting from the Breach; and
  - (d) A brief description of what the Business Associate is doing to investigate the Breach, to mitigate the harm to individuals, and to protect against any further Breaches.
- (N) Business Associate acknowledges that enactment of the HITECH Act and issuance of the Final HIPAA Omnibus Rule amended certain provisions of HIPAA in ways that now directly regulate Business Associate's obligations and activities under the HIPAA Rules. Requirements applicable to Business Associate under the HIPAA Rules are hereby incorporated by reference into the Agreement, including provisions of the Privacy Rule that would govern the Covered Entity's action if the Business Associate undertakes that action on behalf of the Covered Entity. Business Associate agrees to comply, as of the applicable effective dates of each such HIPAA obligation relevant to Business Associate, with the requirements imposed by the HIPAA Rules, specifically including the Security Rule with respect to Electronic Protected Health Information. Further, notwithstanding any other provision of the Agreement or underlying services contract(s) between the parties, Business Associate agrees to pay all penalties and reasonable expenses, including those incurred for reasonable remediation, as a result of Business Associate's (or its agent's) acts or omissions related to its HIPAA obligations or through contractual agreement between the Business Associate and the Covered Entity.

#### **SECTION IV: PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE**

- (A) General Use and Disclosure Provisions. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information on behalf of, or to provide services to, the Covered Entity for the following purposes, if such use or disclosure of Protected Health Information would not violate the Privacy Rule if done by the Covered Entity or the minimum necessary policies and procedures of the Covered Entity:
- Solicitation of applications and service for certain senior market products including but not limited to Medicare Supplement Insurance policies offered for sale by the Covered Entity, under the terms of the underlying Producer Agreement between Covered Entity and Business Associate.
- (B) Specific Use and Disclosure Provisions.
- (1) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
  - (2) Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate's duties and obligations under this Agreement, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

#### **SECTION V: OBLIGATIONS OF THE COVERED ENTITY**

- (A) The Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of the Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- (B) The Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- (C) The Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information to which the Covered Entity has agreed in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

#### **SECTION VI: PERMISSIBLE REQUESTS BY COVERED ENTITY**

The Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

#### **SECTION VII: TERM AND TERMINATION**

- (A) Term. This Agreement shall terminate when all of the Protected Health Information provided by the Covered Entity to Business Associate, or created, received, maintained, or transmitted by Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.
- (B) Termination for Cause. Notwithstanding any other provision of this Agreement to the contrary, upon the Covered Entity's knowledge of a material breach by Business Associate of the requirements of this Agreement, the Covered Entity shall either:

- (1) Provide an opportunity for Business Associate to cure the breach or end the violation, or terminate this Agreement and any underlying services provided by Business Associate if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity;
  - (2) Immediately terminate this Agreement and any underlying services provided by Business Associate if Business Associate has breached a material term of this Agreement and cure is not possible; or
  - (3) If neither termination nor cure are feasible, the Covered Entity shall report the violation to the Secretary.
- (C) Effect of Termination.
- (1) Except as provided in paragraph (2) below, upon termination of this Agreement for any reason, Business Associate shall return or destroy all Protected Health Information received from the Covered Entity, or created, received, maintained, or transmitted by Business Associate on behalf of the Covered Entity. This provision shall apply to Protected Health Information that is in the possession of Subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
  - (2) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon the Covered Entity's agreement that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

**SECTION VIII: MISCELLANEOUS**

- (A) Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- (B) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Covered Entity to comply with the requirements of the HIPAA Rules.
- (C) Survival. The respective rights and obligations of Business Associate under the Term and Termination Section of this Agreement shall survive the termination of this Agreement.
- (D) Interpretation. Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with the HIPAA Rules.
- (E) Notices. All notices and other communications required or permitted under this Agreement shall be in writing and shall be sent as set forth below:
 

<b>If to the Covered Entity:</b>	<b>If to Business Associate:</b>
Americo Life, Inc. 301 West 11 <sup>th</sup> Street Kansas City, MO 64105	Current Contact Information on File with Covered Entity
- (F) Benefit and Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns as permitted hereunder. There are no third party beneficiaries to this Agreement. No party to this Agreement may assign this Agreement or any rights hereunder without the prior written consent of the parties hereto.
- (G) Captions. The captions of sections of this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.
- (H) Severability. The provisions of this Agreement shall be severable, and if any provision of this Agreement is held illegal, invalid, or unenforceable, the remainder of this Agreement shall continue in full force and effect.
- (I) Entire Agreement. This Agreement constitutes the entire agreement among the parties with regard to the subject matter of this Agreement.

**IN WITNESS WHEREOF**, I understand and agree to the terms of this document known as the Business Associate Agreement with Americo Life, Inc., which is incorporated into and made a part of my Agent Agreement hereof by this reference, and agree that all obligations imposed thereunder shall survive the termination of such Agreement. If you are signing on behalf of a General Agency or Independent Marketing Organization, by signing this Agent Agreement, you agree that you are a duly authorized principal for your General Agency or Independent Marketing Organization, and that you have authority to sign and bind your General Agency or Independent Marketing Organization to the terms set forth herein, and that your signature authorizes the disclosure of any requested information.

\_\_\_\_\_  
Applicant's Signature (Required)

\_\_\_\_\_  
Date (Required)

\_\_\_\_\_  
Applicant's Name (Printed)

\_\_\_\_\_  
Americo Agent Number (if applicable)

# Americo

## Commission Advance Options

### Life Advance

	3 months
	6 months
	9 months

### FE Advance

	3 months
	6 months
	9 months

### MedSupp Advance

	3 months
	6 months
	9 months
	12 months



Override

# Commission Agreement 03-107-4 (06/15)



I wish to collect override commissions in those state(s) where insurance laws or regulations allow such commissions to be paid to individuals who do not participate in the sale of insurance policies. I request that the Licensing and Contracting Department at Americo Financial Life and Annuity Insurance Company (Americo) initiate the necessary recordkeeping to provide such commission payments to me in the following states:

As of February 9, 2006, the states that allow overrides to be paid without a producer holding an active license or appointment in the state are listed below. I have checked those states in which I intend to collect overrides:

- |                             |                             |                             |                             |                             |                             |
|-----------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|
| <input type="checkbox"/> AK | <input type="checkbox"/> DC | <input type="checkbox"/> IN | <input type="checkbox"/> MN | <input type="checkbox"/> NV | <input type="checkbox"/> TN |
| <input type="checkbox"/> AR | <input type="checkbox"/> DE | <input type="checkbox"/> KS | <input type="checkbox"/> MO | <input type="checkbox"/> OH | <input type="checkbox"/> TX |
| <input type="checkbox"/> AZ | <input type="checkbox"/> HI | <input type="checkbox"/> LA | <input type="checkbox"/> NC | <input type="checkbox"/> OK | <input type="checkbox"/> WA |
| <input type="checkbox"/> CA | <input type="checkbox"/> IA | <input type="checkbox"/> MD | <input type="checkbox"/> NE | <input type="checkbox"/> OR | <input type="checkbox"/> WY |
| <input type="checkbox"/> CO | <input type="checkbox"/> ID | <input type="checkbox"/> ME | <input type="checkbox"/> NH | <input type="checkbox"/> RI |                             |
| <input type="checkbox"/> CT | <input type="checkbox"/> IL | <input type="checkbox"/> MI | <input type="checkbox"/> NJ | <input type="checkbox"/> SC |                             |

In order to collect these override commissions I agree to be bound by the following terms of this agreement:

1. I will not sell, solicit, or negotiate insurance business in the above-named states.
2. I will not be connected to the actual sale of any insurance policy in the above named states.
3. I will be responsible for notifying Americo staff thirty days in advance of a change in my circumstances whereby I plan to obtain a producer's license in any of the above named states.
4. I will provide Americo staff a copy of the actual producer's license I obtain in any of the above named states prior to soliciting any business in any such state.
5. I understand that a failure to notify Americo of a change in my licensing status in any of the above-mentioned states could result in fines or administrative actions from the Department (s) of Insurance in the respective states.
6. I agree to indemnify Americo should such fines or administrative actions be taken which result in Americo incurring legal fees or other damages.

\_\_\_\_\_  
Agent Name and Agent Code

\_\_\_\_\_  
Date

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