



ASSURANT®

## OnBoarding Checklist

These are the following options for submitting application paperwork with the highest security protection:

1. Fax: 770-662-0516
2. Email: [jason@diversifiedins.com](mailto:jason@diversifiedins.com)

### Application for Agent and/or Agency (please print documents):

- Name, Address, Phone Number, SSN
- Signature of applicant with date
- All questions in background section answered
- Separate explanation of any “Yes” answers, if applicable
- Complete “American Memorial Life Insurance Company Agreement”
- Complete “Background Check Disclosure and Authorization Form”

### Requirements: commission is paid to Individual

- Complete W-9 for Individual
- Hierarchy form
- Manager to complete and submit Commission schedule
- Manager and agent to complete commission advance addendum (if applicable)
- Recommend: copy of voided check

### Requirements: commission is paid to business

- Complete both the Agency and Agent application
- Complete W-9 for Business
- Hierarchy form
- Manager to complete and submit Commission schedule
- Manager and agent to complete commission advance addendum (if applicable)
- Recommend: copy of voided check

*After the agent/agency application is submitted; the Global Preneed Agent Services team will order a background check and perform a full review of all documents. If anything additional is needed, we will contact the applicant by email or phone call. This review could take 3-10 business days. Once the agent/agency is approved for appointment with American Memorial Life Insurance Company, an email will be sent to the agent and direct upline with approval and agent number. The agent will be sent an approval letter and agent packet the following business day.*



ASSURANT®

# Application for Agency Appointment Agreement

Business Entity Name		FEIN	
Business Address		City	State Zip
Business Phone Number		Business Email	
Owner/Principal Name		SSN	Date of Birth <i>mm/dd/yy</i>
Owner/Principal Address		City	State Zip
Owner/Principal Phone Number	Business Fax		Owner/Principal Email
Owner/Principal Cell Phone Number		Owner/Principal Gender: <input type="checkbox"/> M <input type="checkbox"/> F	

Has the Owner/Principal completed an Anti-Money Laundering course within the last 12 months?  Yes\*  No  
*\*Provide a certificate of completion.*

### BANK INFORMATION FOR EFT (Electronic Funds Transfer): Please include a voided check

Name on Account	SSN
Financial Institution Name	
Transit Number	Bank Account Number
Account Type <input type="checkbox"/> Checking <input type="checkbox"/> Savings	

Diversified Senior Advisors -

Please answer each question by selecting the appropriate answer. Answers will be independently verified, so please respond accurately and truthfully. A "Yes" answer to any of the following questions will not automatically cause this application to be denied. Any "Yes" answer must be accompanied by a written explanation. This explanation along with all file and background information as a whole, may be used to evaluate this application.

1. Have you ever been charged with, convicted of, or been indicted for, or entered a plea of guilty or nolo contendere, "no contest," or having been given probation, a suspended sentence or fine, to any criminal offense (felony, gross misdemeanor or misdemeanor), other than minor traffic violations, in any County, State or Federal Court?  Yes  No  
*Please note that a background check will be used to validate your response.*

If you answered "Yes," to this background question, you must provide:

- a) A written statement, explaining the circumstances of each conviction or charge;
  - b) Date, city, county, and state of the charge/conviction and,
  - c) Certified copies of the charging documents, and the court documents which detail the conviction, resolution of the charges, probation and any final judgment
2. Are you currently a party to or have you ever been notified or found liable in any lawsuit or arbitration or other type of regulatory action or proceeding involving allegations of fraud, misappropriation or conversion of funds, misrepresentation or breach of fiduciary duty? Have you been notified or do you expect to be notified that you will be involved in any lawsuit or arbitration or other type of regulatory action or proceeding involving allegations of fraud, misappropriation or conversion of funds, misrepresentation or breach of fiduciary duty?  Yes  No

If you answer "Yes," you must provide:

- a) A written statement, summarizing the details of each incident;
  - b) A copy of the Petition, Complaint, or other document that commence the lawsuit or arbitration;
  - c) A copy of the official document which demonstrates the resolution of the charges or any final judgment.
3. Have you ever had your AGENCY/AGENT license or registration suspended or revoked, or have you ever been the subject of a professional license/registration investigation market conduct investigation, claim proceeding, regulatory action or complaint filed with or by a state Department of Insurance?  Yes  No

If you answer "Yes," you must provide:

- a) A written statement, summarizing the details of each incident
  - b) Certified copies of the Notice of Hearing or other document that states the charges and allegations; and an official document which demonstrates the resolution of the charges or any final judgment.
4. Are you delinquent in ANY personal or business financial obligations including unpaid debit balances (commission charge backs) to any insurance Company, any consumer credit, any child support, alimony or similar obligations, or are there any outstanding judgments, liens or claims against you, including delinquent tax obligations?  Yes  No

If you answer "Yes," you must provide:

- a) A written statement, summarizing the details of the indebtedness
  - b) Arrangements for repayment, if applicable.
5. Have YOU, or a business in which YOU are or were an owner, partner, officer, or director, ever filed bankruptcy?  Yes  No

If you answer "Yes," you must provide: A written statement, summarizing the details of each bankruptcy.

# AMERICAN MEMORIAL LIFE INSURANCE COMPANY AGENCY AGREEMENT

## 1. APPOINTMENT

- A. American Memorial Life Insurance Company of Rapid City, South Dakota ("COMPANY") appoints \_\_\_\_\_ ("AGENCY") to solicit applications for COMPANY's insurance products. COMPANY and AGENCY may collectively be referred to as "Parties" or individually as "Party."

## 2. COMPENSATION

- A. Subject to the conditions of this Contract, AGENCY will receive commissions on policies issued by COMPANY based on applications submitted by AGENCY and its sub-agents.
- B. Compensation will be payable according to the AGENCY Commission Schedules for each policy issued while this Contract is in effect. Commissions will be paid only after premium has been paid in cash or by check or preauthorized checking and accepted by COMPANY.
- C. The COMPANY may change certain provisions of this Contract or Commission Schedule(s) due to Regulatory change notifications. COMPANY will notify AGENCY of the required change as soon as possible and effect such change in consultation with AGENCY.

## 3. DUTIES AND OBLIGATIONS OF AGENCY

- A. AGENCY will be governed by the terms and conditions of the Contract and such rules and regulations (non-regulatory changes) as COMPANY has established or may in the future establish and are communicated in advance to AGENCY in writing. COMPANY may change or establish new rules and regulations but only with forty-five (45) calendar days' advance notice to AGENCY and in consultation with AGENCY.
- B. AGENCY will, at all times, act in the best interest of COMPANY.
- C. AGENCY will recruit, train, and maintain an AGENCY force ("AGENCY's sub-agents") to sell the policies provided by COMPANY.
- (a) All sub-agent contracts must be on approved forms, and will not be effective until accepted by COMPANY. Each sub-agent recruited must be properly licensed and appointed under the laws of each jurisdiction where the sub-agent does business. COMPANY may refuse to contract with any sub-agent or terminate any contract made with any sub-agent. COMPANY will consult with AGENCY about such termination as requested by AGENCY.
- (b) A sub-agent will immediately cease to operate under AGENCY's authority under any one of the following circumstances:
- (i) AGENCY terminates its relationship with the sub-agent in any manner;
- (ii) The sub-agent terminates its relationship with AGENCY in writing with a copy to COMPANY.

## 4. GENERAL PROVISIONS

- A. Fiduciary: The AGENCY or its subagent(s) do not have the authority to receive monies for COMPANY, except the initial premium on insurance policies solicited by AGENCY or its sub-agent. All premium funds accepted must be immediately forwarded to COMPANY. Pending transmission, all premiums or other monies collected by AGENCY and its sub-agent will be held as trust funds, will be kept apart from AGENCY or its sub-agent own or other funds, and will not be used by the AGENCY or its sub-agent as a set-off against any commissions or monies due or claimed to be due from COMPANY.
- B. Advertisements: No advertisements or other printed matter regarding COMPANY business shall be used in anyway by AGENCY or its sub-agent until it has been approved in advance in writing by COMPANY.
- C. Property: All printed matter or other supplies furnished to AGENCY by COMPANY, books and accounts, and policyholder lists provided by COMPANY to AGENCY are the property of COMPANY and will be promptly returned to COMPANY upon termination of this Contract. All COMPANY confidential information obtained by AGENCY while this Contract is in force will be confidential and will not be disclosed by AGENCY without COMPANY's written consent. COMPANY will identify such confidential information to AGENCY.
- D. Assignments: AGENCY will not have the right or the power to assign all or part of this Contract, nor any commissions payable, unless the assignment is first approved in writing by COMPANY.
- E. Unauthorized Acts: AGENCY will not, nor will AGENCY permit any sub-agent to, perform the following acts on behalf of COMPANY including but not limited to:

- (i) incur any indebtedness or liability;
- (ii) make, alter or discharge contracts;
- (iii) waive forfeitures;
- (iv) quote rates other than as quoted by COMPANY;
- (v) extend the time for payment of any premium;
- (vi) waive payment in cash;
- (vii) violate any insurance law, regulation or requirement;
- (viii) take any action which requires licensing and/or appointment in any state in which AGENCY or any sub-agent is not authorized to take the action;
- (viii) collect any renewal premium for a policy other than the first initial premium;
- (ix) Interpret or advise the customer to disregard questions on an enrolment or insurance application for coverage.

F. AGENCY agrees that it has the sole responsibility for collecting and assuming the obligation for any debit balances owing to COMPANY resulting from sales from any of AGENCY's downline subagents or sub agencies under this Agreement. AGENCY agrees that COMPANY has no obligation whatsoever to pursue any type of collection activity to collect debt balances of any of AGENCY's downstream subagents or sub agencies under this Agreement. COMPANY may retain an authorized collection vendor to collect such debit balance. The cost of such collection vendor will be entirely borne by AGENCY. If the AGENCY prefers to use their own collection agency COMPANY will cease its collection efforts on behalf of AGENCY with ten (10) calendar days' notice to COMPANY. If AGENCY requests COMPANY to pursue collection efforts on its behalf, then COMPANY may deduct its actual costs during any normal commission cycle on a time and materials basis from AGENCY's next commission payment. Additionally, if the AGENCY pursues collection efforts, the debit balance is immediately due and payable to COMPANY. Further, if AGENCY is involved in a legal dispute with one of its subagents or agencies and COMPANY is required to produce certain records and materials, then COMPANY may deduct the cost of its time in producing such materials from AGENCY's next commission cycle. Any lien created by this Contract will not be extinguished by the end of the Contract, and will be in addition to any rights of collection existing under state law. AGENCY acknowledges that it is immediately responsible for its sub-agents' debit balances upon demand by COMPANY regardless of COMPANY's reasonable attempts to collect same prove unproductive. Should this Agreement terminate upon your death or any sub-agents' death, any remaining debit balances due under the Agreement will be payable by your estate.

COMPANY acknowledges that AGENCY from time to time will have a departure from contracting of certain subagents or sub agencies. At such time, AGENCY may reassign certain subagents or agencies from the departing subagent to another subagent. Such reassignment may include any unpaid debit balances of subagents of the departing agent. Agency will not reassign any subagent debit balance without a written approval of the new supervisory upline agent. Such written confirmation to be in a form satisfactory to COMPANY.

If COMPANY is subject to any legal action or demand ("Collection Legal Action") as a result of its collection activities regarding an Agent ("Agent Collections"), then both the General Agent or AGENCY at the top of the Agent Collection hierarchy and each downline supervisory agent or AGENCY, will fully and immediately indemnify COMPANY for all costs associated with such Legal Action and indemnify COMPANY for any legal liability resulting from such Collection Legal Action.

G. Consent to Jurisdiction; Attorney's Fees: This Contract will be construed in accordance with the procedural and substantive laws of the state of South Dakota. Should any legal action be taken to enforce this Contract's terms, AGENCY consents to service of process and to jurisdiction of the state courts of Pennington County, South Dakota. In the event of legal action arising out of this Contract, the prevailing Party will be entitled to recover reasonable attorney's fees, costs and disbursements.

H. Bonding; Legal Action:

- (i) AGENCY will furnish upon demand a bond satisfactory to COMPANY.

I. Security Breach Notification: In the event of any actual, probable or reasonably suspected unauthorized access to or acquisition, use, loss, destruction, compromise, alteration or disclosure of any information maintained by the AGENCY (each, a Security Breach) that may concern any COMPANY confidential information, AGENCY shall: (a) notify COMPANY immediately of such breach, and otherwise take no less than its best efforts to notify COMPANY of a Security Breach (but in no event later than twenty-four (24) hours after such Security Breach).

## 5. PAYMENT OF COMPENSATION

- A. COMPANY will provide access to a commission statement to AGENCY showing all activity on AGENCY's account. AGENCY will have one-hundred-eighty (180) calendar days from receipt of each statement to report, in writing, any dispute with the content of the statement. Failure to notify COMPANY of any dispute with the commission statement within the one-hundred-eighty (180) calendar days will constitute waiver by AGENCY's of the right to further audit of AGENCY's account.

All debit balances due AMLIC must be remitted within 15 calendar days.

## 6. SIX MONTH TRANSFER RULE

COMPANY agrees to not allow dual contracting of AGENCY's sub-agents with another or multiple other COMPANY agencies ("C-agencies").

AGENCY's sub-agents can only be appointed under one C-agency at a time.

1. Any agent appointed with COMPANY that has had insurance sales within the six (6) month period prior to a request to transfer from AGENCY to another C-agency may only transfer with prior written consent of AGENCY or from a qualified COMPANY representative.
2. Any agent appointed with COMPANY that has had no insurance sales within the six (6) month period prior to a request to transfer from AGENCY to another C-agency may transfer without the prior written consent of AGENCY;

COMPANY agrees to give AGENCY written notification when any sub-agent or sub-agency transfers occur to another C-agency.

## 7. TERMINATION

7.1 TERMINATION BY COMPANY. This Agreement and the appointment of the AGENCY under this Agreement may be terminated by Company at any time:

- a) Immediately, for cause, by COMPANY giving notice in writing of such termination to the AGENCY. As used in this Agreement, "cause" shall mean gross misconduct or gross negligence by the AGENCY in fulfilling his/her obligations under the Agreement, the commission by the AGENCY of an act of theft, dishonesty, or embezzlement against COMPANY or any of its policyholders or applicants, the conviction of the AGENCY for an indictable offense, or for any offense involving dishonesty and moral turpitude, or the failure of the AGENCY to fulfill his/her obligations under this Agreement in a manner satisfactory to COMPANY, acting reasonably; or
- b) Immediately, for failure to fully and materially comply with the laws, regulations, guidelines and COMPANY notices governing the offer and sale of insurance in the states in which the AGENCY carries on his/her activities; or
- c) Immediately, if at any time the AGENCY induces or attempts to induce any policyholders of COMPANY to lapse, surrender or replace a policy of COMPANY.

7.2 TERMINATION BY NOTICE. This Agreement and the appointment of the AGENCY under this Agreement may be terminated at any time upon the giving by either of the Agent or AGENCY or COMPANY or the General Agent or General Agency written notice to the other Party.

In the event that the State where the AGENCY/AGENT is licensed requires a notice within a specified time period, COMPANY will provide such notice. If the Agreement is terminated with a thirty (30) calendar day prior notice, then neither the COMPANY nor the AGENCY is expected or required to provide any reason(s) whatsoever for such notice.

7.3 TERMINATION OTHER. AGENCY/AGENT's appointment and this Agreement will be terminated automatically, without notice, by the total physical or mental disability, death, dissolution, insolvency, or bankruptcy of AGENCY/AGENT.

7.4 CONSEQUENCES OF TERMINATION. In the event of termination of this Agreement or the termination of the appointment of the Agent under this Agreement:

- a) AGENCY's/Agent's authority to act on behalf of COMPANY ceases immediately;
- b) AGENCY/Agent agrees to immediately surrender to the General Agent or General Agency all undeliverable policies, premium notices, receipts, customer leads, customer and funeral home lists, and any other materials furnished to the Agent by, or belonging to, COMPANY;
- c) any software license granted by COMPANY to the Agent by this or any other Agreement shall automatically terminate and the Agent shall return or erase all copies of any COMPANY software in his/her possession; and the Agent agrees that COMPANY shall not, by reason of the termination of this Agreement, be liable to the Agent for compensation, reimbursement or damages on account of loss of prospective profits on



anticipated sales, or on account of expenditures, investments, leases or other commitments in connection with the business or goodwill of the AGENCY/Agent or otherwise.

## **8. STRICT PERFORMANCE**

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

## **9. DISPUTE RESOLUTION, MEDIATION, AND ARBITRATION**

Any disputes under this Agreement will be resolved according to the following three (3) step escalation process:

- A. **DISPUTE RESOLUTION.** All disputes or controversies arising out of or based upon this Agreement, will first be submitted to mandatory discussion between the parties prior to initiating mediation or arbitration. Whenever such a dispute or controversy arises, the aggrieved party shall invoke mandatory discussion by giving written notice of the dispute and demanding that the controversy be referred to the respective general counsel (or other designated senior attorney) of AGENCY (on behalf of AGENCY) and COMPANY, who shall then meet in person within ten (10) calendar days after receipt of notice, to endeavor to resolve the dispute. If such counsel cannot resolve the dispute, it will be immediately referred to the respective chief executive officers (or their designees) who shall discuss the situation to endeavor to resolve the dispute within ten (10) calendar days after notice that the counsel did not resolve the dispute. If the dispute is not resolved by this process within thirty (30) calendar days of notice of the dispute, then either party may invoke the Mediation provision set forth below.
- B. **MEDIATION.** If the dispute has not been resolved by negotiation as provided by dispute resolution, then the parties shall endeavor to settle the dispute by mediation under procedures established by the CPR Institute for Conflict Prevention and Resolution ([www.cpradr.org](http://www.cpradr.org)) Mediation Procedure. Unless otherwise agreed, the parties will select a mediator from the CPR Panels of Distinguished Neutrals. If mediation is unsuccessful, then the parties shall use Arbitration to resolve the dispute as provided below.
- C. **ARBITRATION.** Any dispute arising out of this Contract which is not resolved by the prior processes of dispute resolution and mediation noted above, shall be decided by mandatory binding arbitration where permitted by law according to the Commercial Rules of Arbitration of the American Arbitration Association. If this arbitration provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of the Arbitration Provision or this Contract, except that in no event shall this Arbitration Provision be amended or construed to permit class arbitration or arbitration on behalf of any individual other than AGENCY.

## **10. PRIOR CONTRACTS; MODIFICATIONS**

- A. This Contract will constitute the entire agreement between the parties, superseding all previous contracts and understandings, whether written or oral, and will be effective as of the execution date. It cannot be modified by any subsequent oral or written promise or statement, by whoever made. Any modification of this Contract will not be binding upon COMPANY until it has been approved and executed in writing on behalf of COMPANY.

## **11. AUDIT RIGHTS**

Either Party shall have the right, upon five (5) calendar days' prior written notice, to cause an audit of the other Party's operations related to the services provided under this Contract to be made, at its own expense, at any time during the other Party's regular office hours. Both Parties acknowledge that disclosures may be required by public agencies having jurisdiction over each of the Parties or as may be necessary by reason of legal or regulatory requirements.

## **12. MARKETING PROGRAM REVIEW**

Within ninety (90) calendar days of the end of the initial twelve months of this Contract, and thereafter at least yearly or an alternative period determined by mutual agreement of the Parties, each of the Parties will meet to review the objectives pursuant to this Contract and to set further objectives to be met for the following 365-day period. Corrective action, if applicable, will be taken as mutually agreed upon by the Parties.

## **13. EQUAL POWER OF DRAFTING**

AGENCY and COMPANY have had opportunity to review this Contract, and this Contract shall be constructed recognizing that both AGENCY and COMPANY had equal power to draft this Contract.

## **14. GENERAL INTERPRETATION PROVISIONS**

The division of this Contract into articles and sections and the insertion of headings are for the ease of reference

only and shall not affect the interpretation or construction of this Contract. Any reference in this Contract to any Act or Statute or any section thereof shall be deemed to be a reference to such Act, Statute or section as amended or re-enacted from time to time. Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing gender include all genders. Any reference in this Contract to a Party to this Contract shall include the successors and permitted assigns of such Party. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." Whenever any matter is to be determined in, or is subject to, the discretion of a Party to this Contract, such matter shall be determined in, or shall be subject to, the sole discretion of such Party and may be exercised for the sole benefit of such Party. In the event of any inconsistency between this Contract and the Schedules or addendums or exhibits to this Contract, the provisions of this Contract shall prevail.

#### **15. MARKETING SUCCESS**

COMPANY does not represent or guarantee that any sales or marketing initiatives and/or programs contemplated under this Contract will achieve any certain level of success.

#### **16. CONFIDENTIALITY**

COMPANY and AGENCY, including AGENCY's respective sub-agents and COMPANY's employees as applicable, shall:

- (a) not disclose to any third party any term or condition of this Contract or any negotiations between them that culminated in this Contract, or the nature or extent or any aspect of their relationship whatsoever (the "Confidential Information");
- (b) take all reasonable measure to prevent the disclosure of Confidential Information to any party, and
- (c) not make use of any Confidential Information except in connection with their respective obligations contained in this Contract.

The foregoing notwithstanding, the Parties may disclose the information to their respective partners, attorneys, agents, and employees whose duties require any of them to have access to such Confidential Information, but only if such persons have been informed of the obligations of the Parties under this section, and have given the Party releasing the Confidential Information to any unauthorized personnel.

#### **17. NON-SOLICITATION**

- (a) During the term of this Contract and from 24 months after termination of this Contract, COMPANY shall not cause or attempt to cause any person, corporate account, customer, policyholder, supplier, general agent, agency, employer, enroller, employee, contractor, or funeral home with COMPANY insurance or annuity funding, or person to sever or attempt to sever his or her relationship with AGENCY.
- (b) During the term of this Contract and from 24 months after termination of this Contract, AGENCY shall not cause or attempt to cause any person, corporate account, customer, policyholder, supplier, general agency, company, employer, enroller, employee, contractor, or funeral home with COMPANY insurance or annuity funding, or person to sever or attempt to sever his or her relationship with COMPANY.

#### **18. COMPLAINTS**

AGENCY will refer to COMPANY all policyholders or certificate holders who have an inquiry or problem regarding this Contract as well as all correspondence or complaints that are received from regulatory agencies, governmental authorities, privacy or consumer protection agencies, or other similar organizations. Any inquiry from a government, regulator or agency, attorney general, Better Business Bureau, or other consumer or business organization received by the AGENCY with respect to COMPANY's or AGENCY's activities shall be forwarded to COMPANY. The method of sending such inquiry to COMPANY will be as appropriate to allow a response within the time stated in such inquiry but no later than five (5) calendar days of receipt of such inquiry by AGENCY.

#### **19. AGENCY SHALL IMMEDIATELY NOTIFY**

AGENCY shall immediately notify COMPANY, but no longer than five (5) calendar days, of any of the following occurrences if known to the AGENCY that:

- 1. AGENCY became insolvent or is unable to pay its debts as they generally become due;
- 2. AGENCY made an assignment for the benefit of its creditors or seeking protection under bankruptcy laws;
- 3. A bankruptcy representative is being appointed for the AGENCY;
- 4. AGENCY is ceasing to carry on business in the ordinary course;
- 5. AGENCY is losing or failing to maintain any regulatory license needed to sell products.
- 6. AGENCY is making a change in business or home address.

#### **20. REPRESENTATIONS AND WARRANTIES**

The Parties mutually represent and warrant that the Parties are corporations duly incorporated, validly existing



and in good standing and have all requisite power and authority to enter into, execute and deliver this Contract and to perform fully their obligations under this Contract; and that the execution, delivery and performance of this Contract will not violate or result in the breach of any provision of the organizational documents or bylaws or similar documents of either Party.

## **21. INDEMNIFICATION; LIMITATION OF LIABILITY**

A. COMPANY to AGENCY. COMPANY agrees to indemnify AGENCY, its affiliates, and its Agents, and each of their respective directors, officers and employees from and against any and all claims, demands, liabilities, proceedings, costs, damages, losses and expenses (including legal expenses) incurred by any of them as a result of or in connection with (i) any breach by COMPANY, or any third party acting or purporting to on COMPANY's behalf, of any representation, warranty or covenant under this Contract, (ii) any negligent or intentional misconduct by COMPANY or its affiliates, or any third party acting or purporting to on COMPANY's behalf, arising out of or relating to this Contract. The Parties' obligations under this Section will not be limited in any event by the Parties ability to recover insurance proceeds to insure against the indemnification obligations stated in this Contract.

AGENCY will in no event have any liability for any loss of revenue, loss of actual or anticipated profit (including loss of profits on agreements), loss of use of money, loss of anticipated savings, loss of business, loss of opportunity, loss of goodwill, loss of reputation or for any indirect or consequential loss or damage (whether foreseen or unforeseen) arising out of or relating to this Contract, whether that liability arises in Contract, tort or otherwise.

B. AGENCY to COMPANY. AGENCY agrees to indemnify COMPANY, its affiliates, and its agents, and each of their respective directors, officers and employees from and against any and all claims, demands, liabilities, proceedings, costs, damages, losses and expenses (including legal expenses) incurred by any of them as a result of or in connection with (i) any breach by AGENCY, or its sub-agents or any third party acting or purporting to on AGENCY's behalf, of any representation, warranty or covenant under this Contract, (ii) any negligent or intentional misconduct by AGENCY or its sub-agents, or any third party acting or purporting to on AGENCY's behalf, arising out of or relating to this Contract. The Parties' obligations under this Section will not be limited in any event by the Parties ability to recover insurance proceeds to insure against the indemnification obligations stated in this Contract.

COMPANY will in no event have any liability for any loss of revenue, loss of actual or anticipated profit (including loss of profits on agreements), loss of use of money, loss of anticipated savings, loss of business, loss of opportunity, loss of goodwill, loss of reputation or for any indirect or consequential loss or damage (whether foreseen or unforeseen) arising out of or relating to this Contract, or any collateral agreement, whether that liability arises in agreement, tort or otherwise.

## **22. INSURANCE**

AGENCY agrees to maintain, and for the period of time that this Contract is in effect will maintain Errors and Omissions insurance, with a reputable insurer, containing policy limits of at least \$1 million each claim or occurrence. AGENCY agrees to provide to COMPANY a certificate evidencing this insurance within seven (7) calendar days after the COMPANY's request. AGENCY shall provide COMPANY written confirmation and a certificate of insurance (or a copy of the policy itself) evidencing that such insurance is in-force annually.

## **23. NO THIRD-PARTY BENEFICIARIES**

This Contract shall not confer any rights or remedies upon any person other than the Parties, the persons entitled to indemnification under Section 21 and their respective successors and permitted assigns.

## **24. EXPENSES**

Except as otherwise provided herein, each Party will bear its own fees, costs and expenses (including legal fees and expenses) incurred in connection with this Contract and the transactions contemplated hereby.

## **25. ASSURANCES**

Each Party shall from time to time execute and deliver such additional instruments or documents and take such other actions as shall be necessary, or otherwise reasonably requested by any other Party, to confirm and assure the rights and obligations provided for in this Contract or otherwise to carry out the intent and purpose of this Contract.

**26. THE PARTIES ACKNOWLEDGE AND AGREE**, that AGENCY and its sub-agents, in performing its activities and services under this Contract, is and are not an employee, partner, or joint venturer, but rather AGENCY and its

sub-agents are in performing its or their services and activities only as an independent contractor. Accordingly, AGENCY acknowledges and agrees COMPANY shall not be responsible for making any federal or state tax deductions for AGENCY or any sub-agent. AGENCY also acknowledges that COMPANY is not responsible for AGENCY's or its sub-agents' activities under this Contract which would be subject to or require contribution to any state workers compensation or unemployment funds.

**27. COUNTERPARTS**

This Contract may be executed and delivered in several counterparts, each of which, when so executed and delivered shall constitute an original, fully enforceable counterpart for all purposes.

**28. SIGNATURES**

This Contract is executed by the Parties, and shall have full force and effect as an original as of the last date signed by the Parties.

**AMERICAN MEMORIAL LIFE  
INSURANCE COMPANY**

**AGENCY**

By: \_\_\_\_\_  
*Authorized Signature*

By: \_\_\_\_\_  
*Authorized Signature*

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Diversified Senior Advisors -

# SCHEDULE A

## Agency Agreement

### AMERICAN MEMORIAL LIFE INSURANCE COMPANY AND AGENCY

#### GENERAL PROVISIONS RELATING TO COMMISSIONS

- A. Commissions on extra premiums for substandard risks, conversions, replacements or reinstatements will be paid as determined by COMPANY. Commissions shall not be paid on premiums waived or on premiums paid pursuant to a premium loan provision in a policy. Commissions shall not be paid on discounted premiums paid in advance until the due dates of the respective premiums, and then at a proportionate rate to the discounted premiums. If COMPANY refunds any premiums paid on a policy issued under this Contract, COMPANY will charge back any and all commissions or other compensation received on such premiums.
- B. At any time during the policy life, COMPANY will charge back any and all Commission if COMPANY refunds premium on a policy issued pursuant to this Contract such that life-to-date premium equals zero, regardless of reason to cover us in the event we reverse premium to an insured complaint or processing error.
- C. For the purpose of computing charge backs, a policy year is based on the interval between the policy issue date and the policy paid-to-date. If we have not received the 13th month premium on a multi-pay product, a chargeback will occur.
- D. At any time during the policy life, COMPANY will adjust Commission for increases to the Policy Face Amount, and the adjustment will be based on the net increase to the Policy Face Amount.
- E. At any time during the first policy year, COMPANY will adjust Commission for decreases to the Policy Face Amount, and the adjustment will be based on the net decrease to the Policy Face Amount.
- F. Commissions for any increase to the Policy Face Amount, regardless of whether treated as a cancellation and reissue or a new policy, will be based on the net increase in the Policy Face Amount. Commissions will be paid according to premiums received.
- G. Chargebacks: See Commission Schedule (B)

# SCHEDULE E

## Code of Ethics

### GENERAL PROVISIONS

Agency must comply with the provisions of the present Code of Ethics (the Code), which can be modified from time to time by Company:

#### I. DUTIES AND OBLIGATIONS TOWARDS THE PUBLIC

1. Agency must:
  - a) promote improvement of the quality and availability of the services that it offers to the public.
  - b) promote measures designed to provide education and information in the field in which it practices.
  - c) refrain from practicing in conditions or in a state liable to compromise the quality of its services.
  - d) refrain from persistently or repeatedly urging a person to use its professional services or purchase a product.
2. The conduct of the Agency must be characterized by dignity, discretion, objectivity and moderation.

#### II. DUTIES AND OBLIGATIONS TOWARDS CUSTOMERS

3. In the practice of its profession, the Agency must take into account the limits of its knowledge and the means available to it. It must not undertake or continue a job for which it is not sufficiently prepared without obtaining the necessary assistance.
4. The Agency must not make any false representations as to its level of competence or the quality of its services.
5. The Agency must practice with integrity.
6. The Agency must act towards the Customer or any potential Customer with integrity and as a conscientious adviser, giving it all the information that may be necessary or useful. It must take reasonable steps so as to advise its Customer properly.
7. Agency must fully and objectively explain to Customers or any potential Customer the type, advantages of the product or service that it is proposing to him/her and must refrain from giving information that may be inaccurate or incomplete.
8. Agency must provide its Customer or any potential Customer with the explanations the Customer needs to understand and evaluate the product or services that it is proposing or that it provides to the Customer.
9. Before providing information or making a recommendation to its Customer or to any potential Customer, Agency must seek to have a complete understanding of the facts.
10. No Agency may, by whatever means, make statements that are incomplete, false, deceptive or liable to mislead.

11. Agency may not appropriate, for personal purposes, sums of money entrusted to it or securities belonging to its Customers, to Company or to any other individual and of which it has custody.
12. Agency must always remain independent and avoid any conflict of interest.
13. Agency must subordinate its personal interests to those of its Customer or any potential Customer.  
Without limiting the generality of the foregoing, Agency:
  - a) may not advise a Customer to invest in a legal person, partnership or property in which it has, directly or indirectly, a significant interest;
  - b) may not conduct any transaction or enter into any agreement or contract whatsoever with a Customer who, manifestly, is unable to manage its affairs, unless the decisions to conduct these transactions or enter into these agreements or contracts are made by persons who may legally decide instead of this Customer;
  - c) may not conduct any transaction or enter into any agreement or contract whatsoever in the capacity of representative with respect to a Customer for whom it acts as tutor, curator or adviser within the meaning of the law.
14. Agency must be objective when its Customer or any potential Customer asks it for information. It must express opinions and make recommendations objectively and impartially, without considering its personal interest.
15. Agency must not pay or undertake to pay to a person who is not a representative any compensation, any remuneration or any other advantage, except where permitted by law.
16. Agency must demonstrate availability and diligence with respect to its Customer or any potential Customer.
17. In the practice of its profession, Agency must not, through dishonesty, fraud, trickery or other deceitful means, avoid or attempt to avoid its professional civil liability.
18. Agency must respect the secrecy of any personal information that it obtains about a Customer and only use that information for the purposes for which it was obtained, unless it is relieved of that obligation by a provision of a law or by order of a competent court.

19. Agency must not disclose personal or confidential information that it obtained during the course of its professional activities and must not use that information to the detriment of its Customer or to obtain an advantage for it or for another person.
20. Agency must not dissuade its Customer or any potential Customer from consulting another Agency or representative.

### **III. DUTIES AND OBLIGATIONS TOWARDS THIRD PARTIES**

21. Agency must not, directly or indirectly, make comments of any kind which are false, inaccurate or incomplete, or negative or derogatory about another Agency or general agent, a firm, an insurer, a financial institution or one of their representatives, products or services.
22. Agency must use fair methods of competition and solicitation.
23. Agency must not denigrate, belittle or discredit another Agency, a representative, a general agent, a firm, an insurer or a financial institution.

### **IV. DUTIES AND OBLIGATIONS TOWARDS COMPANY**

24. Without limiting the generality of the foregoing, Agency:
  - a) must not fail to pay Company, upon request or within the prescribed time, the sums of money that it has collected on its behalf.
  - b) must collaborate and give Company the information that it is common practice for it to provide.
  - c) must not practice dishonestly or negligently.
  - d) must not, directly or indirectly, without the knowledge of Company, give a discount on a premium stipulated in an insurance contract or agree to a premium payment method different from the one provided for in the Agreement
  - e) must not, directly or indirectly, pay a person to act in the capacity of Agency, subagent, representative or general agent if that person does not hold requested authority and proper license to do so.
25. If Agency uses the graphic symbol of Company for publications or advertisements of any kind, it must make sure that it is in conformity with the Agency Agreement and Company directions in this regard.
26. Agency must not encourage the customer to drop or alter an existing prearrangement with a funeral home.
27. Agency must properly conduct field underwriting to determine the suitability of the product sold.



## **BACKGROUND CHECK DISCLOSURE AND AUTHORIZATION FORM [FOR AGENT CONTRACTING PURPOSES]**

The applicant for employment acknowledges that this company may now, or at any time while employed, verify information within the application, resume or contract for employment. In the event that information from the report is utilized in whole or in part in making an adverse decision, before making the adverse decision, we will provide to you a copy of the consumer report and a description in writing of your rights under the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq.

Please be advised that we may also obtain an investigative consumer report including information as to your character, general reputation, personal characteristics, and mode of living. This information may be obtained by contacting your present and previous employers or references supplied by you. Please be advised that you have the right to request, in writing, within a reasonable time, that we make a complete and accurate disclosure of the nature and scope of the investigation requested.

Additional information concerning the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq., is available at the Federal Trade Commission's web site (<http://www.ftc.gov>). For more information, including information about additional rights, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

**By signing below, I hereby authorize all entities having information about me, including present and former employers, personal references, criminal justice agencies, departments of motor vehicles, schools, licensing agencies, and credit reporting agencies, to release such information to the company or any of its affiliates or carriers. I acknowledge and agree that this Background Check Disclosure and Authorization Form shall remain valid and in effect during the term of my contract and/or employment, subject to applicable laws.**

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Your Signature

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Date

---

Print Name

## STATES DISCLOSURES

### For Maine Applicants Only

Upon request, you will be informed whether or not an investigative consumer report was requested, and if such a report was requested, the name and address of the consumer reporting agency furnishing the report. You may request and receive from us, within 5 business days of our receipt of your request, the name, address and telephone number of the nearest unit designated to handle inquiries for the consumer reporting agency issuing an investigative consumer report concerning you. You also have the right, under Maine law, to request and promptly receive from all such agencies copies of any reports.

### For New York Applicants Only

You have the right, upon written request, to be informed of whether or not a consumer report was requested. If a consumer report is requested, you will be provided with the name and address of the consumer reporting agency furnishing the report.

### For Washington Applicants Only

If we request an investigative consumer report, you have the right, upon written request made within a reasonable period of time, to receive from us a complete and accurate disclosure of the nature and scope of the investigation. You have the right to request from the consumer reporting agency a summary of your rights and remedies under state law.

### For California\*, Minnesota, and Oklahoma Applicants Only

A consumer credit report will be obtained through Business Information Group, Inc. (BIG), P.O. Box 541, Southampton, PA, 18966 Telephone (800) 260-1680. [www.bigreport.com](http://www.bigreport.com).

If a consumer credit report is obtained, I understand that I am entitled to receive a copy. I have indicated below whether I would like a copy.

Yes  No

If an investigative consumer report and/or consumer report is processed, I understand that I am entitled to receive a copy. I have indicated below whether I would like a copy.

Yes  No

**\*California Applicants:** If you chose to receive a copy of the consumer report, it will be sent within three (3) days of the employer receiving a copy of the consumer report and you will receive a copy of the investigative consumer report within seven (7) days of the employer's receipt of the report (unless you elected not to get a copy of the report). **BIG's privacy practices with respect to the preparation and processing of investigative consumer reports may be found at [www.bigreport.com](http://www.bigreport.com) (link at bottom of page entitled, "Legal/Privacy").**

**\*\*California Applicants who will require credit report review:** Please be advised that your credit will be reviewed for as part of this application process. Specifically, the basis for review pursuant to California law (Section 1024.5(a) of the Labor Code) is: \_\_\_\_\_ [SEE ATTACHED NOTICE FOR CATEGORIES]

### Special Notice for Consumer Credit Report Review

#### CALIFORNIA LABOR CODE SECTION 1024.5

California's new labor code provision severely restricts an employer's ability to conduct credit checks on employees. Labor Code 1024.5 only allows employers to conduct credit checks for employees who meet one of the following categories: A position that involves regular access, for any purpose other than the routine solicitation and processing of credit card applications in a retail establishment, to all of the following types of information of any one person:

- o (A) Bank or credit card account information.
- o (B) Social security number.
- o (C) Date of birth.
- A position that involves regular access to cash totaling ten thousand dollars (\$10,000) or more of the employer, a customer, or client, during the workday.

## Question 1 Detail

Describe the charge/conviction or plea and your account of the circumstances leading to the situation.

Date	City	County	State
Type of conviction <i>e.g. Misdemeanor or Felony</i>		Final disposition <i>e.g. Fine, Probation, Jail, etc.</i>	
Statute violated		Have all requirements been satisfied? <input type="checkbox"/> Yes <input type="checkbox"/> No	

If you have a second charge/conviction or plea, describe it and provide your account of the circumstances leading to the situation.

Date	City	County	State
Type of conviction <i>e.g. Misdemeanor or Felony</i>		Final disposition <i>e.g. Fine, Probation, Jail, etc.</i>	
Statute violated		Have all requirements been satisfied? <input type="checkbox"/> Yes <input type="checkbox"/> No	

If you have a third charge/conviction or plea, describe it and provide your account of the circumstances leading to the situation.

Date	City	County	State
Type of conviction <i>e.g. Misdemeanor or Felony</i>		Final disposition <i>e.g. Fine, Probation, Jail, etc.</i>	
Statute violated		Have all requirements been satisfied? <input type="checkbox"/> Yes <input type="checkbox"/> No	

Have you ever been convicted of a felony or violation of 18 U.S.C. 1033?    Yes    No

If yes, Describe your conviction or violation.

## Question 2 Detail

Describe the circumstances around the litigation/lawsuit.

How are you directly involved in the litigation?

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Amount of damage

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Current status

## Question 3 Detail

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Date of occurrence

Describe your account of the circumstances leading to the situation.

What action have you taken and why?



## Question 4 Detail

Provide a reason for the personal debt and your account of the situations.

What arrangements have been made for repayment of personal debt?

Which Insurance Company (ies) do you currently owe a debit balance and how much?

What arrangements have been made for repayment of the debit balances?

Provide a reason for the debit balance and your account of the situation.

## Question 5 Detail

Is the bankruptcy pending or active?  Pending  Active  Discharged  Dismissed

Chapter 7  Chapter 11  Chapter 13

---

Date of Discharge or Dismissal

What is your reason for filing?

Do you have any outstanding obligations not discharged in bankruptcy? *i.e., taxes, mortgage, car etc.*  Yes  No

If yes, please explain:



**ASSURANT**®

American Memorial  
Life Insurance Company  
P.O. Box 2730  
Rapid City, SD 57709-2730

## Commission Direct Deposit Authorization Form

To authorize American Memorial Life Insurance Company to deposit your commission checks directly into your bank account, please complete the form below and return to the Agent Services Team.

By letting us deposit your check for you, funds from commissions will be available to you two working days after the commission statement is generated in Rapid City. Instead of receiving a check in the mail, you will receive a Notification of Deposit. The Notification of Deposit presents the same information as a check.

Steps in completing the bottom of this form are:

1. Mark the Line indicating whether you want your checks deposited in a Savings or Checking Account.
2. Fill in your Social Security Number or Tax Identification Number.
3. Fill in your Account Information.
4. Sign and Date the Form.
5. Attach a Voided Check for verification of your account information.
6. Return the form to the Agent Services Team.

### Commission Direct Deposit Authorization Form

I authorize you and the financial institution below to automatically deposit my commissions (this includes my authorization to you to reverse any entries made in error). This authority will remain in effect until I give written notice to cancel it.

Account Type <input type="checkbox"/> Checking <input type="checkbox"/> Savings	Agent Number	Name of Bank
Routing Number	Account Number	
Account Holder Name	Account Holder Signature	
Date <i>mm/dd/yy</i>		

Staple voided check here

# Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

<b>Print or type. See Specific Instructions on page 3.</b>	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p>		
	<p><b>2</b> Business name/disregarded entity name, if different from above</p>		
	<p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC                     <input type="checkbox"/> C Corporation                     <input type="checkbox"/> S Corporation                     <input type="checkbox"/> Partnership                     <input type="checkbox"/> Trust/estate   <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____  <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.   <input type="checkbox"/> Other (see instructions) ▶ _____             </p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>	
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p>	Requester's name and address (optional)	
	<p><b>6</b> City, state, and ZIP code</p>		
	<p><b>7</b> List account number(s) here (optional)</p>		

### Part I Taxpayer Identification Number (TIN)

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

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>											
				-			-				
<b>or</b>											
<b>Employer identification number</b>											
							-				

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**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 for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends or capital gains distributions)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



American Memorial Life  
Insurance Company  
P.O. Box 2730  
Rapid City, SD 57709-2730

## Anti-Money Laundering Training Program Completion Attestation

### Agent Information:

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Phone Number

### Training Information:

\_\_\_\_\_  
Title of Anti-Money Laundering Training Program

\_\_\_\_\_  
Name of Anti-Money Laundering Training Provider

\_\_\_\_\_  
Date Completed

### Agent Affirmation of Anti-Money Laundering Training Program:

I am a duly licensed insurance agent and affirm that I have completed the above-referenced training program, which to the best of my knowledge satisfies requirements imposed on insurance companies by regulations issued under USA Patriot Act Section 352 (US 31 CFR 103.137). I acknowledge that the insurance company to which this certification has been provided retains the right to review and approve the training program and its curriculum before accepting this certification.

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

\_\_\_\_\_  
Date



## **NOTICE TO OBTAIN CONSUMER OR INVESTIGATIVE REPORTS**

This is to advise you Tim McCoy & Associates, Inc. and/or a represented insurance company may obtain a consumer report or investigative consumer report in connection with evaluating your application for a contract/appointment agreement or during the course of your association and the terms per the agent agreements. The report may contain information regarding your character, general reputation, personal characteristics and mode of living. The types of reports may include, but are not limited to, credit history, criminal and court records, licensing with any regulatory authority, employment history, company appointment/contract history and a Vector One query for any unpaid commission debit balances. You have the right to make a written request for a complete and accurate disclosure of the nature and scope of any investigative consumer report obtained.

## **AUTHORIZATION FOR RELEASE OF INFORMATION**

I hereby authorize Tim McCoy & Associates, Inc. and/or a represented insurance company to obtain a consumer report or investigative consumer report and to share the information obtained with Tim McCoy & Associates, Inc, or any insurance company or any recommending up-line marketing organization. I understand Tim McCoy & Associates, Inc. is a Vector One subscriber and upon my termination may report any unpaid commission debit balance. I have read and understand this Notice and Authorization and consent to the release of such information as set forth above.

---

Signature of Applicant

---

Date signed

---

Print Applicant's name as signed

---

Social Security Number

AGREEMENT

It is agreed by and between Diversified Senior Advisors, Inc. (hereafter referred to as "Diversified"), and the Person, Persons or Agency stated below (hereafter referred to as "Producer") that in consideration of Diversified's continued goodwill and patronage.

- A. Producer agrees to obtain and maintain from the date of this Agreement forward, at Producer's expense, liability insurance coverage from an insurance carrier licensed to do business in the State of applicable jurisdiction. This insurance coverage will include protection against any errors or omissions on the part of Producer and/or his or her Agents and/or Employees. Producer agrees to provide proof of such insurance to Diversified (complete reverse side of this Agreement) and to furnish Diversified with a copy of the applicable insurance policy (or policies) upon the request of Diversified.
- B. In the event Producer does not obtain and maintain the liability insurance protection requested in paragraph "A", Producer agrees to hold Diversified harmless and indemnify Diversified against any and all liability, loss, damages, judgments, costs or expenses of any nature, type or kind (including reasonable attorney's fees) incurred by Diversified or imposed upon Diversified as a result of any allegedly wrongful or torturous act or omission on the part of Producer and/or his or her Agents and/or Employees.
- C. In the event Diversified is required to refund or return to the Insurer any commission or fee paid or credited to Producer, Producer will reimburse Diversified for this payment in full within thirty (30) days of the date of request for such payment. This also includes any advanced commission to any agent, corporation, partnership or sole proprietorship acting as an agent.

As long as any debit balance (advanced commissions) exists with a carrier, Producer agrees that no attempt will be made to replace business written under that carrier's contract within thirty six (36) months of termination of Producer's contract, or for the length of carrier's contract provision, whichever is greater.

In the event of Litigation to determine the respective rights, duties, and/or obligations of Diversified or Producer under this Agreement, the prevailing party shall be entitled to reasonable attorney's fees.

Producer agrees that this agreement is applicable to any and all companies he or she is contracted with through Diversified Senior Advisors, Inc.

Producer certifies that the information provided in this Agreement is correct and complete.

Diversified Senior Advisors, Inc. \_\_\_\_\_ Date \_\_\_\_\_

Producer (signature) \_\_\_\_\_ Date \_\_\_\_\_

Producer (print name) \_\_\_\_\_

Note: A. Sign Page 1 Only if you DO NOT have Errors & Omissions Insurance.

B. Sign Page 1 And page 2 if you DO have Errors and Omissions Insurance.

April 1, 2010

VERIFICATION OF ERRORS & OMISSIONS INSURANCE COVERAGE

Producer Name \_\_\_\_\_

Producer Agency Name \_\_\_\_\_

Name of Producer's Current Errors & Omissions Carrier

(if NONE, please so state): \_\_\_\_\_

Current Policy Number \_\_\_\_\_

Effective Date of Current Coverage \_\_\_\_\_

Limit of Liability \_\_\_\_\_

\_\_\_\_\_ EACH CLAIM

\_\_\_\_\_ AGGREGATE

Retroactive \_\_\_\_\_

Deductible \_\_\_\_\_ EACH CLAIM

The policy described above will remain in effect until the expiration date shown and then be renewed with the same limits. Should this policy be cancelled or non-renewed, Producer will immediately notify Diversified Senior Advisors, Inc. (Diversified).

Producer (signature) \_\_\_\_\_ Date \_\_\_\_\_

**NOTE:** Sign Page 1 AND 2, if you DO have Errors & Omissions Insurance. Please complete upper portion of this page giving detail of your Errors & Omissions policy. We will also need a copy of your policy declaration page.



## Preferred

Commissions will be paid as a percentage of Policy Premium Received

Age	First Year	Years 2-5	Years 6-10	Years 11+
0-25	70%	2.75%	0.5%	0.5%
26-80	95%	5.5%	5.5%	0.5%
81-85	70%	2.75%	0.5%	0.5%

## Standard

Commissions will be paid as a percentage of Policy Premium Received

Age	First Year	Years 2-5	Years 6-10	Years 11+
40-80	95%	5.5%	5.5%	0.5%

## Chargeback Policy

Earned commission is not subject to chargeback.

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

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