

## **Ameritas Broker Forms**

We need the following forms completed in order to get you appointed with Ameritas. Your commissions will be paid directly to you. You can submit these forms with your first application.

### **Producer to Complete**

- ◆ Producer Application (ULC 2 Rev. 3-13)
- ◆ Authorization to Obtain Consumer Report (ULC 5 Rev.5-16)
- ◆ Broker Contract (ULC 55 Rev. 5-17)
- ◆ IRS Form W9
- ◆ Compliance with Market Conduct Guidelines (DST 2005 4-14)
- ◆ Copy of Resident State Insurance License
  - Include copy of out of state license **only** if case is written out of state
- ◆ Copy of E and O Declaration Page (must contain brokers name)
- ◆ Direct Deposit Form (ULC 82 Rev. 9-16)
  - Include a Copy of Voided
  
- ◆ Optional Annualization Form (ULC 204 Rev. 4-16)

Please don't hesitate to contact us with any questions.



The Christensen Agency – Disability Insurance Brokerage  
888-298-7500 704-544-0405 FAX 704-544-1706  
P.O. Box 471208 Charlotte NC 28247  
7401 Carmel Executive Park Drive, Suite 205 Charlotte NC 28226  
[www.thechristensenagency.com](http://www.thechristensenagency.com)

## Pre-Appoint States

Ameritas Life Insurance Corp., Ameritas Life Insurance Corp. of New York



According to State Law, ALL Licensing/Appointment procedures must be COMPLETE AND FINALIZED **PRIOR** to the agent soliciting any product to the public in these states. If an agent submits an application(s) prior to the appointment process being completed, the application will be withdrawn. If money was received with the application(s), the money will be returned to the client.

Pennsylvania

## 15-Day Appoint States

States that allow solicitation **prior** to filing the notice of appointment. If business is received, the appointment paperwork must be dated on or before the date the business was written. **NOTICE OF APPOINTMENT MUST BE FILED WITH THE STATE WITHIN 15 DAYS FROM THE DATE THE POLICY APPLICATION IS SIGNED.**

Alabama	Louisiana	New Hampshire	Utah
Arkansas	Maine	New Jersey	Vermont
California (14)	Massachusetts	New Mexico	Washington
Connecticut	Michigan	New York	West Virginia
Delaware	Minnesota	North Carolina	Wisconsin
Georgia	Mississippi	Oklahoma	Wyoming
Hawaii	Montana	South Carolina	
Idaho	Nebraska	South Dakota	
Kentucky	Nevada	Tennessee	

## 30-Day Appoint States

States that allow solicitation **prior** to filing the notice of appointment. If business is received, the appointment paperwork must be dated on or before the date the business was written. **NOTICE OF APPOINTMENT MUST BE FILED WITH THE STATE WITHIN 30 DAYS FROM THE DATE THE POLICY APPLICATION IS SIGNED.**

District of Columbia	Kansas	Texas
Florida (45 days)	North Dakota	Virginia
Iowa	Ohio	

## States That Do Not Require Appointments

Alaska	Illinois	Missouri
Arizona	Indiana	Rhode Island
Colorado	Maryland	Oregon

## Issue State / Resident State Requirements

The Company would like to clarify their position regarding the licensing requirements for selling our products. **These requirements apply to the state of solicitation as well as the policy owner's state of residence.**

Effective November 1, 2007, regardless of where the application is signed, these basic requirements regarding the resident state apply:

- Both the registered representative and the supervising Broker/Dealer must be appropriately licensed and appointed in the policy owner's state of residence and the state of solicitation (where the application is signed).
- Both the registered representative and the supervising Broker/Dealer must be FINRA registered in the Policy owner's state of residence and the state of solicitation.
- Ameritas Life must be admitted for selling business in the policy owner's state of residence and the state of solicitation.
- For agents registered with Ameritas Investment Corp. for variable products, the agent must be licensed and appointed in the policy owner's state of residence and **FINRA registered** in the policy owner's state of residence and the state of solicitation.

These requirements must be completed in accordance with the various state solicitation rules and other state rules that may apply.

# Producer Application

Ameritas Life Insurance Corp., Ameritas Life Insurance Corp. of New York



Legal Name (Last, First, Middle) \_\_\_\_\_ Nickname \_\_\_\_\_

Social Security Number \_\_\_\_\_ Date of Birth \_\_\_\_\_ Professional Designations (CLU, ChFC, other) \_\_\_\_\_

Fax Number \_\_\_\_\_ Cell Phone Number \_\_\_\_\_

Residence Address: Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_ Residence Telephone \_\_\_\_\_

Business Address: Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_ Business Telephone \_\_\_\_\_

Your E-mail Address \_\_\_\_\_ Web Page Address \_\_\_\_\_

Where is mail to be delivered?  Business  Residence

Are you currently or have you ever been a registered representative or a registered investment advisor? If yes, with whom? \_\_\_\_\_

**Do you plan to change your current Broker/Dealer affiliation or become a newly registered representative of Ameritas Investment Corp?** . . . . .  Yes  No

If you become a registered representative with Ameritas Investment Corp. are you interested in contracting your corporation for Broker/Dealer activities? If Yes, additional paperwork is required. . . . .  Yes  No

### BONDING, SECURITIES AND INSURANCE QUESTIONS.

If the answer to any of the following questions is "Yes," you must submit a detailed explanation of each issue/obligation, including documented repayment terms.

1. Do you now owe any money to another insurance company or have you ever discontinued selling for another insurance company when you were indebted to the company? . . . . .  Yes  No
2. Have you ever been a party to a bankruptcy or receivership proceeding involving your personal or business debts? . . . . .  Yes  No
3. Have you had or are you currently involved in any personal or business tax liens, suits, judgments, collections or charged off debt? . . . . .  Yes  No
4. Has any insurance company ever terminated any agency, agent or broker contract with you for any reason other than insufficient sales? . . . . .  Yes  No
5. Have you ever had any charges or complaints filed against you by any state insurance department or other entity? . . . . .  Yes  No
6. Has any person ever complained to an insurance department or other agency about your conduct as an agent? . . . . .  Yes  No
7. Has your insurance license ever been suspended or revoked or have you ever been denied a license? . . . . .  Yes  No
8. Have you ever been charged with or convicted of a felony? . . . . .  Yes  No
9. Have you been charged with or convicted of a misdemeanor in the past 5 years? . . . . .  Yes  No
10. Are you now bonded to handle money belonging to others? . . . . .  Yes  No  
If yes, with whom? \_\_\_\_\_
11. Has a bonding company ever denied, paid out on, revoked or refused to bond you? . . . . .  Yes  No
12. Do you have professional liability or errors and omissions insurance? . . . . .  Yes  No

If yes, enter insurer's name and amount of coverage: \_\_\_\_\_

**The following questions do not need to be completed for Producers applying under the Broker Contract or Brokerage General Agent contract. If yes to questions 12 or 13, please provide an executed copy of the applicable agreement(s).**

13. Are you subject to any contractual restrictions with any other company regarding recruiting or soliciting business or agents?  Yes  No
14. Are you subject to any confidentiality or non-disclosure agreement? . . . . .  Yes  No

**I verify that my answers to these questions are true and complete to the best of my knowledge.**

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

Printed Name \_\_\_\_\_ Date \_\_\_\_\_

**I have reviewed the statement signed by \_\_\_\_\_ and believe it to be true and complete to the best of my knowledge.**

Signature:  Agency Manager  RVP \_\_\_\_\_ Printed Name:  Agency Manager  RVP \_\_\_\_\_

# Disclosure and Authorization to Obtain Consumer Report

DISCLOSE

## A Consumer Report Will Be Obtained



**For use with the following: Ameritas Life Insurance Corp., Ameritas Life Insurance Corp. of New York, and Ameritas Investment Corp., collectively referred to as "the Company".**

I understand that the Company will utilize the services of an investigative consumer reporting agency to obtain a consumer credit report/ investigative consumer report as part of the procedure for processing my application for appointment as a field representative with the Company.

The nature and scope of the investigation sought is as follows: to provide applicable information concerning my credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living.

I understand I have the right to visually inspect the files concerning me maintained by an investigative consumer credit reporting agency during normal business hours and upon reasonable notice. The inspection can be done in person if I appear in person and furnish proper identification; I am entitled to a copy of the file for a fee not to exceed the actual costs of duplication. I am entitled to be accompanied by one person of my choosing, who shall furnish reasonable identification. The inspection can also be done via certified mail if I make a written request, with proper identification, for copies to be sent to a specified address. I can also request a summary of the information to be provided by telephone if I make a written request, with proper identification for telephone disclosure, and the toll charge, if any, for the telephone call is prepaid by or directly charged to me. I further understand that the investigative consumer credit reporting agency shall provide trained personnel to explain to me any of the information furnished to me; I shall receive from the investigative consumer reporting agency a written explanation of any coded information contained in files maintained on me. Examples of proper forms of identification are valid driver's license, social security account number, military identification card and government issued IDs.

I also understand that before I am denied appointment based, in whole or part, on information obtained in the report, I will be provided a copy of the report and a description in writing of my rights under the Federal Fair Credit Reporting Act.

This consent will not affect my ability to question or dispute the accuracy of any information contained in my credit report. I understand if I disagree with the accuracy of any information in the report, I must notify the Company within five business days of the report that I am challenging information in the report. The Company will not make a final decision on my status until after I have had a reasonable opportunity to address the information contained in the report.

## Application Authorization to Obtain Consumer Report and Other Information

I, the undersigned Applicant, do hereby consent to this investigation and authorize the Company to procure a consumer report and investigative consumer report on my background as stated above from a consumer agency and/or investigative consumer reporting agency, which will be used in whole or in part as a factor in establishing my eligibility for appointment as a field representative with the Company.

Further, I authorize the Company to retrieve and review any and all regulatory and criminal records submitted on my behalf, including records maintained on the Central Registration Depository ("CRD") system by prior employers (broker/dealers and registered investment advisors).

This authorization shall remain on file and serve as an ongoing authorization for you to obtain such records about me.

I also acknowledge that I have received the summary of my rights under the Fair Credit Reporting Act. Further, I acknowledge that I have received and read the "Disclosure That A Consumer Report Will Be Obtained" above and I am providing my authorization herein voluntarily.

I understand that as part of the Company's procedure for processing my application and/or evaluating me for contract and licensing purposes, a routine inquiry may be made whereby information is obtained through personal interviews and background checks with third parties, including, but not limited to, family members, employers, business associates, financial sources, landlords, public agencies, friends, neighbors, or others with whom I am acquainted. This inquiry includes information as to my character, business reputation and financial stability, whichever may be applicable. It may include obtaining information covering up to: the last seven years regarding my credit background, lawsuits, judgments, paid tax liens, unlawful detainer actions, failure to pay spousal or child support, accounts placed for collection, and criminal conviction records consistent with federal and state law; and the last ten years regarding bankruptcies. I have the right to make a written request within a reasonable period of time for a complete and accurate disclosure of additional information concerning the nature and scope of the inquiry. My signature below operates to release from all liability and responsibility those parties supplying information to the Company and I authorize the Company to use this information where its legal interest and/or obligations are involved. Further, I acknowledge that I have no objection to the Company investigating any of these facts and agree to indemnify and hold the Company harmless against any liability which may result in conducting such investigation.

Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_

Applicant Name (printed) \_\_\_\_\_ Social Security No. \_\_\_\_\_

**FOR CALIFORNIA, MINNESOTA AND OKLAHOMA LICENSED AGENTS ONLY:** I have the right to request a copy of my consumer credit report from the consumer credit reporting agency by checking the box icon below.

I wish to receive a copy of the consumer credit report. (Check box only if you wish to receive a copy.)

I further understand that I shall receive a copy of any investigative consumer credit report obtained by the Company, and information on who issued the report and how to contact them, either at the time of any meeting or interview between the Company and me or within seven days of the date the Company receives the report, whichever is earlier.

Para informacion en espanol, visite [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20006

## A summary of your rights under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies, including credit bureaus and speciality agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) or write to:**

Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552-0003.

### You may have additional rights under Maine's FCRA, Me. Rev. Stat. Ann. 10, Sec 1311 et seq.

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your "file disclosure"). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
  - a person has taken adverse action against you because of information in your credit report;
  - you are the victim of identity theft and place a fraud alert in your file;
  - your file contains inaccurate information as a result of fraud;
  - you are on public assistance;
  - you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from each nationwide specialty consumer reporting agencies. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete, or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).
- **You may limit "prescreened" offers of credit and insurance you get based on information in your credit report.** Unsolicited "prescreened" offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt out with the nationwide credit bureaus at 1-888-567-8688.
- **You may seek damages from violators.** If a consumer reporting agency, or, in some instances, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may sue them in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

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

## Type of Business

## Contact

1. a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates.	a. Bureau of Consumer Financial Protection 1700 G Street NW Washington, DC 20006
b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the Bureau:	b. Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 (877)382-4357
<b>2. To the extent not included in item 1 above:</b>	
a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks	a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050
b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act	b. Federal Reserve Consumer Help Center PO Box 1200 Minneapolis, MN 55480
c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations.	c. FDIC Consumer Repsonse Center 1100 Walnut Street, Box #11 Kansas City, MO 64106
d. Federal credit unions	d. National Credit Union Administration Office of Consumer Protection (OCP) Division of Consumer Compliance and Outreach (DCCO) 1775 Duke Street Alexandria, VA 22314
<b>3. Air carriers</b>	Asst. General Counsel for Aviation Enforcement & Proceedings Department of Transportation 400 Seventh Street SW Washington, DC 20590
<b>4. Creditors subject to Surface Transportation Board</b>	Office of Proceedings, Surface Transportation Board Department of Transportation 1925 K Street NW Washington, DC 20423
<b>5. Creditors subject to Packers and Stockyards Act</b>	Nearest Packers and Stockyards Administration area supervisor
<b>6. Small business investment companies</b>	Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, SW, 8th Floor Washington, DC 20416
<b>7. Brokers and Dealers</b>	Securities and Exchange Commission 100 F St NE Washington, DC 20549
<b>8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations</b>	Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090
<b>9. Retailers, finance companies, and all other creditors not listed above</b>	FTC Regional Office for foreign in which the creditor operates or Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 (877)382-4357

# contract



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## Broker

**For use with Brokers of the following:**

Ameritas Life Insurance Corp.

Ameritas Life Insurance Corp. of New York

# Broker Contract

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## Parties to the Contract

**This Contract is between the named individual or corporation, herein called the Broker, and the following companies:**

Ameritas Life Insurance Corp. ("Ameritas Life") with respect to Ameritas Life products and Ameritas Life Insurance Corp. of New York ("Ameritas Life of NY") with respect to Ameritas Life of New York products.

The words "Company", "we", "our" and "us" refer to Ameritas Life with respect to Ameritas Life products and Ameritas Life of NY with respect to Ameritas Life of NY products. You understand and agree that you are an agent of Ameritas Life, not Ameritas Life of NY, when you are selling Ameritas Life products; and that you are an agent of Ameritas Life of NY, not Ameritas Life, when you are selling Ameritas Life of NY products.

## Duties

You agree to do the following while this Contract remains in effect:

- Solicit, or cause to be solicited, applications for our policies;
- Maintain proper records and accounts of business transacted under this Contract, including but not limited to, records of all written sales proposals made, applications taken, money collected, policies issued and delivered, and all service to policyowners on our behalf. All such records shall be made available to us or our representatives, with or without prior notice, during business hours;
- Act as trustee for our monies and promptly send us all you receive on our behalf in accordance with our policies and procedures;
- Secure and pay for and provide to us adequate proof of any licenses, securities registration, bond, and "Errors and Omissions" insurance coverage as may be required by us or the state or states where you are authorized to solicit insurance and/or securities;
- Promptly send us, by certified mail, notice of any legal document served upon you for actions brought against us;
- Promptly send us all policyholder medical examinations that may come into your possession by reason of a Company policy application;
- Promptly and accurately respond to all Company requests, correspondence and investigations;
- Deliver policies in accordance with our rules and regulations, and in accordance with the terms of the policy. No policy shall be delivered after the expiration of the delivery period specified by us unless you have received our prior approval. You will not deliver any insurance policy unless the proposed insured is, at the time of delivery, in the same health and insurable condition as represented in the policy application. You will promptly return to us all policies not delivered to the owner within the prescribed time period;
- Render service to policyowners and beneficiaries in accordance with Company policies and all applicable laws and regulations;
- Abide by all laws and regulations governing privacy;
- Conduct yourself so as not to adversely affect the business reputation or good standing of either yourself or us.
- Abide by federal anti-money laundering laws and all Company policies and procedures relating thereto.

## Conduct & Relationship

Nothing in this Contract shall be construed to create the relationship of employee and employer between you and us. You will be acting as an independent contractor only, and not as an employee, partner or associate of the Company. You will be responsible for all expenses incurred while carrying out the terms of this Contract.

You shall be free to exercise your own judgment as to the persons from whom you will solicit insurance. The Company shall have no direction or control over your time and physical activities. Your appointment shall be on a non-exclusive basis.

You agree to be governed by this Contract and to observe and comply with the rules and regulations now in effect, or as amended as set forth by the Company, including but not limited to those rules and regulations described in manuals and bulletins we may issue, as well as those issued by state insurance departments. You further agree to be bound by any Compensation Supplements or Schedules that may be published by us and is hereby incorporated herein by reference, as well as by any conditions in any Addenda to the Contract which we may agree to.



You hereby agree as follows:

- Upon termination of the Contract for whatever reason, you will not contact any of our policyholders, directly or indirectly, to solicit the replacement of our policies with the policies of another company. This agreement shall apply for a period of one (1) year subsequent to the date of the termination of the Contract and includes the activities of either yourself, or any other firm, person, business entity, or association with whom you are affiliated. Such agreement by you is, however, specifically limited to the primary geographical area in which you or your Producers solicited business while associated with us. Furthermore, you specifically acknowledge that we have a continuing proprietary interest in all of our policies, and that the purpose of this agreement is to prevent interference with such interest.

## Limits of Authority

**You are not authorized to do the following:**

- Act on our behalf in any manner other than as stated in this Contract;
- Incur any indebtedness or liability not authorized in writing by the Company;
- Waive or extend the time for payment of any premium;
- Withhold any of our monies or property;
- Rebate commissions;
- Commingle our funds, including gross premiums on business produced by you, with any other funds;
- Accept premium payments in any form other than the policyowner's check made payable to the issuing Company;
- Endorse checks or other types of negotiable instruments on our behalf;
- Bind us to insure beyond what is stated in our Conditional Receipt, Temporary Insurance Contract or policy of insurance;
- Advertise our policies or name without our written permission;
- Alter, modify, waive, or change any of the terms, rates, or conditions of any of our advertisements, promotional materials, receipts, policies, contracts, or illustrations;
- Misrepresent or omit important facts in any application or supplemental material;
- Solicit or otherwise participate in any type of stranger owned or investor owned life insurance or in any other life settlement or viatical transaction contrary to Company policy.

## Compensation & Vesting

Subject to and in accordance with the provisions of this contract, and any amendments, schedules and/or supplements thereto, the Company shall pay to you the full compensation for services rendered, the following amounts:

- Broker Schedule of Compensation:* Commissions shall be paid to you as set forth in the "Broker Schedule of Compensation" (Schedule I) incorporated herein and any amendments or supplements thereto. All compensation hereunder shall be paid based upon premiums paid for individual policies that are issued and paid upon applications received from you and which bear your signature. Your rights to payment of First Year Commission and Renewal Commission, but not Service Fees, are immediately vested under unless you are terminated For Cause.
- Disability Income Bonus:* Disability Income Bonus shall be paid as set forth in the schedule, "Disability Income Bonus" schedule incorporated herein and any amendments or supplements thereto. Disability Income Bonus is not vested.

We will pay you compensation in accordance with the above-referenced Schedules and Supplements. We may change any of these schedules or supplements at any time without notice by publishing same on our website. Any such change will apply only to policies solicited after the effective date of such change.

The termed "vested" is defined as your right to receive compensation after the Voluntary termination of the Contract. If any compensation is not vested or non-vested, then you forfeit your right to receive the compensation once the Contract is terminated for whatever reason. After the termination of this Contract, we may assign you policies for servicing under a subsequent Contract, and you may earn non-vested compensation for such servicing pursuant to that Contract's terms and conditions.

We reserve the right to pay reduced compensation on a policy which, at the time of issue, causes us extra expense, or results in an additional premium for the insured due to: reinsurance; age of the insured; risk classification; size of the policy; or any other factor. We also reserve the right to pay reduced compensation if a new policy is issued and an existing policy on the same life is terminated or lapses within six months prior to the date of the application for the new policy, or within twelve months after the issue date of the new policy.

We reserve the right to suspend your right to receive compensation under this Contract should we suspect that you are engaged in any activity that could lead to the termination of this Contract pursuant to its "For Cause" termination provision. Such suspension shall be effective upon written notification specifying the basis and duration of the suspension. The suspension shall not exceed sixty (60) days from the date of the notification. In the event the Contract is not terminated "For Cause" following the suspension, then you shall be entitled to any compensation to which you were entitled but did not receive during the suspension.

**Lien for debts:**

You shall be liable to repay us any compensation paid to you: (a) on premiums we have refunded; (b) pursuant to any Schedule or Supplement incorporated herein or any Annualization Authorization agreement between you and us; (c) on the replacement of an existing policy contrary to our published Replacement Guidelines; or (d) in error, or otherwise in conflict with the terms of the Contract.

Any such refund shall be due and payable immediately. You affirmatively acknowledge and agree that any debt arising under this section may be satisfied by the Company's withholding of any future compensation or expense reimbursement arising under this or any other contract arising between you and us, including any non-qualified deferred compensation contract or arrangement. You hereby assign, transfer and set over to us any monies that from time to time may become due to you from us under this Contract, or other active or cancelled contracts with us, to secure any debt to us, including but not limited to compensation or expense reimbursements. You additionally agree to repay on demand any disbursements we make for any claims against you and any costs or attorney fees we incur associated with those claims as a result of transactions arising out of this Contract.

You authorize us to report to consumer reporting agencies and other credit organizations all information concerning any debts not repaid in full by you. You acknowledge that such information may be provided to any insurance company with which you may seek appointment in the future.

**Policy years:**

A policy year consists of 12 months, beginning on the effective date of the policy.

**Change, conversion, replacement, reinstatement:**

If a policy is changed, converted, replaced, or reinstated, the amount of your commission payment will depend on current published procedures.

**General Provisions**

We reserve the right to:

- reject applications;
- limit the amount or type of policies offered;
- require higher premiums than applied for;
- withdraw or alter existing policy forms;
- introduce new policies or procedures;
- establish agencies and/or appoint representatives within the city and/or state in which you are licensed.

**Background Check:**

The validity of this Contract is contingent upon a completed background check, the results of which are satisfactory to us.

**Indemnification:**

You agree to indemnify and hold the Company harmless for any and all expenses, costs, causes of action and/or damages resulting from any unauthorized act or omission by you, your agents or your representatives.

**Assignment:**

You may not assign any of your rights under this Contract without our written consent. We will not be responsible for, nor guarantee the validity or sufficiency of any assignment.

**No waiver of provisions:**

Our failure to enforce any provision of this Contract does not constitute a waiver of that provision. In the event we do waive a provision, no precedent will be set and we may enforce that same provision in the future.

**Right to payment:**

We have the right to suspend payment under the provisions of this Contract if you withhold property belonging to us after we have requested it from you. Property, for the purposes of this provision, will include but not be limited to, rate manuals, computer hardware and software and printed materials bearing our name or any trademark that we own.

**Amendments:**

No modification or amendment to this Contract by you will be valid without our prior written consent.

**Governing law:**

This Contract will be governed by the laws of the State of Nebraska and the venue for any dispute arising under this Contract or any Schedule, amendment, modification or Supplement shall be, in our sole discretion, the state or federal courts of either Nebraska or Ohio.

**Records:**

We reserve the right to review, at any time during normal business hours, your records and accounts of business.

**Confidentiality:**

You will treat all matters relating to our business as confidential information, and not divulge any information in any way to persons other than ourselves during or after the term of this Contract. You acknowledge that you may receive nonpublic personal information, whether financial information or health information from customers and/or consumers of the company, and hereby agree that you will not further disseminate such information for any purposes not arising from and necessary to the performance of your obligations under this Contract; that you will restrict access to such information to those who are performing work under this Contract and take steps and measures to assure that such information remains confidential; and that you will comply with the privacy and security requirements of the Gramm-Leach-Bliley Act, the Health Insurance Portability and Accountability Act, the Fair Credit Reporting Act, and all other applicable federal and state laws and regulations respecting the privacy and security of customer/ consumer personal information.

**Advertising:**

All advertisements, circulars and other material relating to our business which are intended for publication or distribution to the public by you must be submitted to us and receive written approval from us before being used.

**Notices:**

Unless otherwise specified, any notices required under this Contract, shall be in writing or in electronic format.

## Contract Termination

**Voluntary:**

Notwithstanding any other provision in this Contract, either party can terminate this Contract by giving the other party advance written notice.

**Automatic:**

This Contract will automatically terminate in the event of:

- assignment (other than as provided for under the assignment section) for the benefit of creditors;
- your death;
- your total and permanent disability;
- your bankruptcy.

If the Broker is a business entity, this Contract will terminate upon the occurrence of any event which, by contract or by operation of law, causes the dissolution of such entity. Termination by reason of this section shall be deemed to have occurred as of the date of the event causing such termination. Unless otherwise provided herein, we may continue to rely on this Contract as it existed before such event until we receive formal written notice thereof.

If conflicting demands are placed upon us because of such dissolution or otherwise, we will not be obligated to act until we are in receipt of non-conflicting demands.

**For Cause:**

All your rights under this Contract, including the right to any further payment of any type of compensation, either during, or after the termination of this Contract, shall automatically and completely cease if any of the following occur any time:

- (1) You engage in any act of fraud, misconduct, or misrepresentation related to any actions taken by you under this Contract;
- (2) You fail to promptly return upon demand our policy lists, records, and other property as set forth in this Contract;
- (3) You systematically induce or attempt to induce policyholders to surrender our policies or to discontinue premium payments on any policies with us whether or not there has been compliance with any applicable governmental regulations concerning replacement;

- (4) You commit any of the following acts:
- a. breach the terms of this Contract; or
  - b. knowingly violate our rules and regulations; or
  - c. violate any applicable insurance or securities or any other laws or regulations in the states in which you conduct business; or
  - d. violate any federal securities law or any Financial Industry Regulatory Authority rules.
- (5) You fail to promptly and accurately respond to any correspondence, inquiry or investigation directed to you by the Company.

Upon termination of this Contract, you agree to return any equipment, supplies, printed materials or other property, including but not limited to, policyholder lists and policyholder records, we furnished you. By agreeing to this term, you acknowledge that any policyholder lists or records in your possession are our property, and that the Company has a continuing proprietary interest in the lists and records relating to its policyholder.

Should you be terminated For Cause, you will be liable to us for any loss or damage, including attorney fees and costs, to which we may have been or will be subjected by virtue of such acts allowing termination. For purposes of determining whether this contract has been breached For Cause, the acts of all your employees or agents shall be deemed your acts.

## Signatures

By signing below, you accept an appointment as our Broker, effective

\_\_\_\_\_ subject to the terms of this Contract. Electronic, scanned or faxed signatures are acceptable and are deemed to be original, binding signatures for purposes of this Contract.

### ■ If individual Contractee

\_\_\_\_\_  
Printed Name

→

\_\_\_\_\_  
Producing Broker

\_\_\_\_\_  
Date

### ■ If business entity Contractee

\_\_\_\_\_  
Printed Name of Business Entity

\_\_\_\_\_  
Printed Name and Title of Contractee Representative

→

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### ■ Personal Guaranty of Business Entity Contractee's Performance

By affixing my signature below, I personally guarantee the Broker's full performance under this Contract, including the repayment of any debt that may arise thereunder, without the Company having to first exhaust any remedy against the Broker. I consent to the Company's retention of any and all compensation earned and payable to me under any contractual agreement between me and the Company in order to satisfy it, including any non-qualified deferred compensation contract or arrangement.

\_\_\_\_\_  
Printed Name

→

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### ■ On behalf of the following:

Ameritas Life Insurance Corp.  
Ameritas Life Insurance Corp. of New York

By:



Sandra Crum  
2nd Vice President, Field Relations

**information  
& agreement**

**Direct Deposit Payment Disposition**

Ameritas Life Insurance Corp., Ameritas Life Insurance Corp. of New York



Payee Name: \_\_\_\_\_

Social Security or TIN Number: \_\_\_\_\_ Phone No: \_\_\_\_\_

**Fax to: 513-595-2887 or Email: corpdd@ameritas.com**

I authorize the Ameritas (hereinafter the Company) to electronically deposit my "PAYCHECK" directly into the financial institution(s) of my choice as specified below. I have specified a fixed amount if providing more than one account. It is my understanding that my earnings advice will electronically post to Producer Workbench or Employee Self Service and that my funds will be available for use on payday. I also authorize the Company to withdraw electronically from my account(s) any sum credited in error.

This authorization will remain in effect until the Company receives written notice of its revocation and has adequate time to process the appropriate transactions.

The undersigned hereby agrees that all entries initiated hereunder are to be governed in all respects by the Operating Rules of the National Automated Clearing House Association as amended by the Rules of the Mid-America Payment Exchange, as now or hereafter in effect, and agrees to be bound thereby.

I understand that the Company is providing this without charge, and that the Company will not be held liable for any claims or damages arising, directly or indirectly, from this deposit arrangement.

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

**\* (A voided check(s) or statement containing pertinent banking information, such as bank transit number and bank account number must be attached to this request.)**

**NOTE TO REGISTERED REPRESENTATIVE: Broker Dealer commissions can only be paid to one account. All securities commissions will be paid to the account listed as Deposit Number 1. Payments cannot be made to a corporation or partnership account. Ameritas may require verification of the individual ownership by the registered representative of the account.**

**ACCOUNT TYPES:** (c) Checking (s) Savings

**DEPOSIT NUMBER 1**

Bank Name \_\_\_\_\_  
Account Number \_\_\_\_\_ Account Type \_\_\_\_\_  
Bank Transit Number \_\_\_\_\_

**DEPOSIT NUMBER 2**

Bank Name \_\_\_\_\_  
Account Number \_\_\_\_\_ Account Type \_\_\_\_\_  
Fixed Amount \_\_\_\_\_  
Bank Transit Number \_\_\_\_\_

**DEPOSIT NUMBER 3**

Bank Name \_\_\_\_\_  
Account Number \_\_\_\_\_ Account Type \_\_\_\_\_  
Fixed Amount \_\_\_\_\_  
Bank Transit Number \_\_\_\_\_

<b>PAYROLL USE ONLY:</b>	Prepared by _____	Date _____	Input by _____	Date _____	Verified by _____	Date _____
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## compliance with market conduct guidelines

Ameritas takes seriously our commitment to the principles and guidelines presented in this publication. Should you become aware of a violation of one or more of the principles, guidelines or policies presented in this guide, it is your responsibility to report the violation to the home office. Reports, preferably in writing, are to be made to the corporate compliance officer for Ameritas. All reports will be handled in the strictest confidence and will be investigated.

Failure to comply with the requirements and responsibilities outlined in this guide or violation of any law will be subject to appropriate, case-specific disciplinary or development action. Also, please be aware that the acts or omissions described in this booklet do not constitute an exclusive list of the reasons for termination for cause.

### Questions and Approvals

Questions on the topics and issues in this guide may be directed to the corporate compliance officer for Ameritas. Whenever a situation requires interpretation and/or approval under these guidelines, you should keep a record of the interpretation or approval in your files.

### Instructions

It is understood and agreed that no employment rights are created by executing the undersigned document. When viewing the electronic version of the guide, please print a copy from Producer Workbench and complete the section below. Completed forms for home office employees should be sent to human resources. Field personnel and producers should forward completed forms to field administration.

I, \_\_\_\_\_, have read and fully understand this Guide to Market Conduct. I agree to follow, uphold, support and promote these rules of professional ethical behavior.

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title

#### For Field Associates Only:

\_\_\_\_\_  
Agency and Location

\_\_\_\_\_  
Agency Number

\_\_\_\_\_  
Agent Number



Payee Name: \_\_\_\_\_

Social Security or TIN Number: \_\_\_\_\_ Phone No: \_\_\_\_\_

**Fax to: 513-595-2887 or Email: corpdd@ameritas.com**

I authorize the Ameritas (hereinafter the Company) to electronically deposit my "PAYCHECK" directly into the financial institution(s) of my choice as specified below. I have specified the dollar amount or percent that I would like to have deposited into each account. It is my understanding that my earnings advice will electronically post to Producer Workbench or Employee Self Service and that my funds will be available for use on payday. I also authorize the Company to withdraw electronically from my account(s) any sum credited in error.

This authorization will remain in effect until the Company receives written notice of its revocation and has adequate time to process the appropriate transactions.

The undersigned hereby agrees that all entries initiated hereunder are to be governed in all respects by the Operating Rules of the National Automated Clearing House Association as amended by the Rules of the Mid-America Payment Exchange, as now or hereafter in effect, and agrees to be bound thereby.

I understand that the Company is providing this without charge, and that the Company will not be held liable for any claims or damages arising, directly or indirectly, from this deposit arrangement.

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

**\* (A voided check(s) or statement containing pertinent banking information, such as bank transit number and bank account number must be attached to this request.)**

**NOTE TO REGISTERED REPRESENTATIVE: Broker Dealer commissions can only be paid to one account. All securities commissions will be paid to the account listed as Deposit Number 1. Payments cannot be made to a corporation or partnership account. Ameritas may require verification of the individual ownership by the registered representative of the account.**

**ACCOUNT TYPES:** (c) Checking (s) Savings

**DEPOSIT NUMBER 1**

Bank Name \_\_\_\_\_  
Account Number \_\_\_\_\_ Account Type \_\_\_\_\_  
Percent of Net \_\_\_\_\_ or Fixed Amount \_\_\_\_\_  
Bank Transit Number \_\_\_\_\_

**DEPOSIT NUMBER 2**

Bank Name \_\_\_\_\_  
Account Number \_\_\_\_\_ Account Type \_\_\_\_\_  
Percent of Net \_\_\_\_\_ or Fixed Amount \_\_\_\_\_  
Bank Transit Number \_\_\_\_\_

**DEPOSIT NUMBER 3**

Bank Name \_\_\_\_\_  
Account Number \_\_\_\_\_ Account Type \_\_\_\_\_  
Percent of Net \_\_\_\_\_ or Fixed Amount \_\_\_\_\_  
Bank Transit Number \_\_\_\_\_

<b>PAYROLL USE ONLY:</b>	Prepared by _____	Date _____	Input by _____	Date _____	Verified by _____	Date _____



# Producer Annualization Authorization Agreement

Ameritas Life Insurance Corp., Ameritas Life Insurance Corp. of New York



Producer Name	Producer Number
Agency Name Christensen-Charlotte DI Center	Agency Number 5631

## Eligible Products

This Producer Annualization Authorization Agreement ("Agreement") shall apply to any product of Ameritas Life Insurance Corp. or Ameritas Life Insurance Corp. of New York (collectively, "Ameritas") designated by Ameritas ("Eligible Product") in its Annualization Policy which is published on Producer Workbench and incorporated herein by reference. The Eligible Products may be changed from time-to-time by Ameritas in its sole discretion.

## Eligible Compensation

This Agreement shall apply to any first-year compensation designated by Ameritas in its Annualization Policy and payable under the terms of the producer contract between the producer named below ("Producer") and Ameritas ("Contract"). This Agreement is subject to the Contract's terms and conditions.

## Request for Annualization of Eligible Compensation

The Producer hereby requests that 100 percent of the first 12 months' worth of any Eligible Compensation ("Annualized Comp") be paid in advance ("Annualized") on any Eligible Product sold by the Producer. Annualized Comp shall be calculated on the basis that the Eligible Product's annual premium, which is defined as the Eligible Product's scheduled monthly premium multiplied by 12 ("Annualized Premium"). Annualized Comp shall be limited to maximum amounts of the Producer's outstanding Unearned Compensation, defined below, which are contained within the Annualization Policy and set by Ameritas in its sole discretion.

## Chargeback of Annualized Comp

Pursuant to the Contract's "Lien for debts" provision, the Producer agrees to repay any Annualized Comp to Ameritas in the following circumstances ("Chargeback"):

- (1) The total premium paid on an Eligible Product effective within the first 12 months of its issuance ("Paid Premium") is less than its Annualized Premium; or
- (2) An Eligible Product's premium mode is changed from a mode that is eligible for Annualized Comp under the Annualization Policy to a mode that is not eligible for Annualized Comp.

Upon a Chargeback of Annualized Comp under these sections (1) or (2), Annualized Comp shall be repaid in an amount equal to the extent Annualized Comp exceeds the compensation that would have otherwise been paid to the Producer had the Eligible Product not been Annualized ("Unearned Compensation").

## Withholding of Compensation

Pursuant to the Contract's "Lien for debts" provision, the Producer hereby consents to Ameritas's retention of any and all future compensation payable to the Producer under the Contract, or any other future contract between the Producer and Ameritas, in order to satisfy any Chargeback arising under this Agreement.

## Producer/Manager Guaranty

The Producer's obligation to repay any Chargeback under this Agreement shall be subject to any personal guaranty of the Producer contained within the Contract. Additionally, the Manager named below unconditionally guarantees the Producer's obligation to repay any Chargeback to Ameritas arising under the Agreement, and consents to Ameritas's retention of any and all future compensation payable to the Manager under any existing or future contract between the Manager and Ameritas ("Manager Contract") in order to satisfy it without Ameritas having to first exhaust its legal remedies against the Producer. The Manager's guaranty shall be subject to the Manager Contract's "Lien for debts" provision as well as to any personal guaranty contained within the Manager's Contract.

## Producer's Liability for Manager's Guaranty

The Producer shall be fully liable to the Manager for any sums paid by the Manager to Ameritas for debts incurred by the Producer under this Agreement.

## Termination

Ameritas, which hereby acknowledges its acceptance of the Producer's request for Annualized Comp, may terminate this Agreement at any time without notice. Additionally, either the Manager or the Producer may terminate this Agreement by notifying Ameritas in writing.

### Acknowledgement

Ameritas, the Manager and the Producer acknowledge their concurrence to the terms of the Agreement effective on the date last acknowledged below:

#### Producer (if individual)

\_\_\_\_\_  
Printed Name

→

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

#### Producer (if business entity)

\_\_\_\_\_  
Printed Name of Business Entity

\_\_\_\_\_  
Printed Name and Title of Business Representative

→

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

#### Manager (if individual)

\_\_\_\_\_  
Printed Name

→

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

#### Manager (if business entity)

\_\_\_\_\_  
Printed Name of Business Entity

\_\_\_\_\_  
Printed Name and Title of Business Representative

→

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

#### On behalf of the Ameritas:

Ameritas Life Insurance Corp.

Ameritas Life Insurance Corp. of New York

By: Sandra L Crum  
Sandra Crum  
2nd Vice President, Field Relations