



AGENT CONTRACTING PACKET

1303 SW First American Pl, St 200 Topeka, Kansas 66604
Phone: 866-953-4675 | Fax: 785-228-0202

AGENT CONTRACTING PACKET INSTRUCTIONS

Please be sure the following forms have all been completed, signed and dated prior to submitting the Contracting Packet. The contracting process will not be complete until all paperwork has been received and approved by US Alliance Life and Security Company.

REQUIRED DOCUMENTS FOR: _____

- ☐ Direct Deposit (ACH Credits) of Commission (P-ACH (10/17))
- ☐ W-9 Form (For W-9 (Rev. 12-2014))
- ☐ Producer Contract (P-C (7/13))

ONLY to be completed if you are to be contracted as a writing agent:

- ☐ Producer Appointment Application

US Alliance Life and Security Company may require additional documentation before approving the paperwork and appointing the producer.

If you have questions about this packet, please call (866) 953-4675.



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Phone 785-228-0200 Fax 785-228-0202

www.usalliancelife.com

Direct Deposit (ACH Credits) of Commissions

Instructions – this form is used to request direct deposit of your commissions into your bank account. Please provide all information requested on this form. Missing or incomplete information may delay the processing of your request.

Bank Information – I hereby authorize US Alliance to initiate credit entries as follows:

Account Name (as it appears on the account)

Bank Name & Location

Routing / Transit / ABA Number

Account Number

Email Address for Commission Statements

Type of Account: ☐ Checking – Please attach a voided check for the listed account

☐ Savings – Please attach a personalized deposit slip for the listed account

Confirmation – I acknowledge that:

1. This request is to remain in full force and effect until US Alliance has received written notification of termination in such time and in such manner as to afford US Alliance and the Depository a reasonable opportunity to act on the notification.
2. I authorize US Alliance to make interim payments by check to the address of record unless payments are currently being sent to an alternative address. If payments are currently being sent to an alternate address, I understand that the payment(s) will be mailed to that address until the direct deposit begins.
3. Funds will be released on the next cycle and may take 2-3 business days to reach your account. This processing time is dependent upon your bank.
4. If attached voided check is to an entity other than the producer, we will deposit into that account with tax liability going to the producer's Social Security Number.
5. If the producer intends to assign to a corporation, the attached check must be for the corporation and an Assignment of Commissions Form must be completed; taxing liability will go to the Corporation's Tax Identification Number.

Authorized Representative Signature

Date

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

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. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-				-			
or											
Employer identification number											
					-						

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.

Sign Here	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.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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-INT (interest earned or paid).
- 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-NEC (nonemployee compensation).
- 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), and 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.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

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

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

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

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under “*By signing the filled-out form*” above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or “doing business as” (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner’s name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.



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Producer Contract

Agent/Agency Name

Effective Date (For Office Use Only)

This agreement (Contract) is made between US Alliance Life and Security Company (hereinafter “Company”, “We”, “Our” or “Us”) and the Person, Firm or Corporation named above and whose signature appears on the Producer Appointment Application and Agreement (attached as a part of this Contract)(hereinafter “Producer”, “You”, or “Your”).

1. **Appointment and Producer Duties** – The Company hereby appoints You to act as Our Producer to procure applications for life insurance and annuities, subject to the Producer duties and terms and conditions stated below.
 - a. You must be licensed by the state(s) in which You conduct the activities related to this Contract, such as soliciting applications, delivering policies and accepting any Compensation.
 - b. You are an independent contractor and nothing contained in this Contract may be construed to create an employer-employee relationship between You and Us. You have no authority, express or implied, to act in any manner for or on behalf of Us in any capacity other than that of an independent contractor. As an independent contractor, you are responsible for any and all withholding and taxes, such as federal, FICA, state and/or local or self-employment taxes on your commissions.
 - c. Any applications for insurance must be approved by the Company, and we have unrestricted and absolute authority and right to accept or reject any application for insurance.
 - d. We may, from time to time, set forth rules, policies, guidelines and operating procedures and rules for business conduct by which You expressly acknowledge and agree to abide, even if not yet in place on the date of this Contract.
 - e. You are responsible for reviewing, understanding and complying with all of Our rules, policies, guidelines and operating procedures and rules for business conduct which We may publish from time to time. The Company will provide You with three (3) days written notice of any update or amendment to the rules, policies, guidelines and operating procedures and rules for business conduct. These may be sent to You, or may be located on Our Agent Website. You acknowledge and agree to review these rules, policies, procedures and guidelines upon confirmation of your appointment with the Company, and to review them regularly throughout the term of your appointment. You agree to abide by all such rules, policies, procedures and guidelines, and to ensure that Your Sub-Producers (if any) also abide by them. You also acknowledge and agree that such rules, policies, procedures and guidelines may be revised or discontinued by Us at any time, in Our sole discretion, with the three (3) days notice provided for above.



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- f. You shall conduct Your activities related to this Contract in accordance with, and are responsible for knowing and complying with, all applicable rules, statutes, regulations, and other governing laws or procedures and are responsible to remain familiar with and comply with any updates thereto. You further shall ensure that Your Sub-Producers, if any, also abide by all applicable rules, statutes, regulations and other governing laws or procedures.
- g. You agree to make reasonable efforts to determine the financial objectives and/or insurance needs of each customer based upon relevant information obtained from the customer and to enter into transactions that assist the customer in meeting the customer's financial objectives. This may include conducting a suitability analysis as may be required by Our guidelines and operating procedures or by law.
- h. You agree to immediately notify us of any customer complaint You or any of Your Sub-Producers receive concerning You or any of Your Sub-Producers, or any of Our products, in accordance with any complaint handling policy, procedure or guideline We may publish from time to time. You also agree to give Your full and complete cooperation in responding to any customer complaint or inquiry concerning You or any of Your Sub-Producers and to respond promptly, in writing, if and when We so request.
- i. You are required to report to the Company all administrative actions initiated against You or any of Your Sub-Producers in any jurisdiction by any regulatory body within ten (10) calendar days after the action is initiated and within ten (10) calendar days after the final disposition of the matter.
- j. You are required to report to the Company any criminal prosecution of You or any of Your Sub-Producers for a felony, misdemeanor or offense involving moral turpitude by any jurisdiction within ten (10) calendar days after the earlier of the date of arrest, first court appearance, or indictment, and also after a consent decree or judgment.

2. Limitations of Producer Authority

- a. You and/or any of Your Sub-Producers are not authorized: to waive, alter or change any provision or condition of the Company's insurance policies or certificates, Producers' Contracts, literature or receipts; to modify or extend the amount of time for any premium payment due the Company; or to rebate or offer to rebate any part of a premium.
- b. You and/or any of Your Sub-Producers may not make any representations, promises or warranties regarding product benefits or values not specifically stated in the insurance contract. This prohibition includes any statement that current insurance contract dividends or interest, or any contract values based on current dividends or interest, are guaranteed. This also includes any statement regarding the future projected values of any insurance product.
- c. You and/or any of Your Sub-Producers may not bind the Company on any application for a policy of insurance.



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- d. You and/or any of Your Sub-Producers may not give any legal, investment or tax advice on Our behalf without Our written permission and unless you are licensed to do so.
- e. You and/or any of Your Sub-Producers shall not represent that You are an employee, associate, joint venturer or officer of the Company.
- f. You and/or any of Your Sub-Producers do not have authority to issue, print or circulate any advertisement or sales materials concerning the Company or any of its products without obtaining prior written approval from the Company.
- g. You and/or any of Your Sub-Producers shall not make any misrepresentation or incomplete comparison of the Company or its products or any other company or the products of other companies in order to induce someone to become a policyholder of the Company or to induce a potential customer to convert, lapse, surrender or forfeit the customer's insurance.
- h. You and/or any of Your Sub-Producers may not apply as an owner of any insurance policy on the life of a prospective customer, nor list yourself as beneficiary of any such policy, unless You or a Sub-Producer has a legitimate insurable interest in the life of the proposed insured as determined by appropriate law and by Us.
- i. You and/or any of Your Sub-Producers have no authority to institute, prosecute or maintain any legal proceedings in connection with any matter pertaining to the Company's business, except with the written consent of the Company. If any legal process or notice is served on You in a suit or proceeding against the Company, You shall immediately forward such process or notice to the Company by overnight delivery.
- j. You and/or any of Your Sub-Producers are not authorized to exercise any authority on behalf of the Company other than as expressly conferred by this Contract unless authorized by the Company in writing.
- k. You expressly acknowledge that this Contract is for the services that You personally will provide to the Company, or will provide by and through any of Your Sub-Producers. You may not assign or delegate any duties or responsibilities imposed by this Contract without Our prior written consent. If You do so, You unconditionally guarantee the performance and obligations of the assignee and/or delegee.

3. Sub-Producers

- a. If You have any Sub-Producers, or if you are doing business as a firm or corporation and have multiple licensed Sub-Producers under this Contract, You are responsible for providing proper and adequate supervision and training of all of Your Sub-Producers, and for such Sub-Producers' compliance with the terms and conditions of their contracts with Us, with all applicable governmental statutes, regulations, rules, with the rules, policies, guidelines, operating procedures of the Company and Our rules for business conduct, and with provisions of this Contract. You are responsible to remain familiar with and comply with any updates thereto.



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- b. Upon execution of this Contract, You shall provide the Company with a current list of Your Sub-Producers, if any, and shall provide the Company written notification of the addition or defection of any of Your Sub-Producers within three (3) days of such event.
- c. You expressly agree to ensure that Your Sub-Producers, if any, do not exceed the scope of their licenses to market and sell insurance.
- d. You expressly agree to ensure that Your Sub-Producers, if any, abide by and do not exceed the scope of authority conferred to You under this Contract.

4. Company Authority - The Company may, at Our discretion:

- a. Modify products or amend insurance contracts;
- b. Modify the conditions under which insurance contracts may be sold;
- c. Cease doing business in any state or discontinue or withdraw any product or insurance contract from any state;
- d. Establish the rules governing the commissions to be paid on insurance contracts which have been reinstated or converted or which have replaced an existing insurance contract;
- e. Chargeback commissions or adjust commissions for rejected, undelivered or reissued insurance contracts;
- f. Audit the sales and marketing business practices of You or any of Your Sub-Producers, which may include on-site audits;
- g. Set minimum and maximum limits on the amount for which any insurance contract may be issued.
- h. Reject, decline, cancel or modify applications for insurance contracts for any reason at Our sole discretion, and return the premium or any portion thereof to the customer.

5. Collection of Premium

- a. All monies received or collected for or on behalf of the Company shall be made payable to the Company.
- b. You and/or any of Your Sub-Producers are not authorized to endorse or cash checks, drafts, money orders, travelers checks or any financial instrument made payable to the Company.
- c. A Producer may not use the Producer's personal or business checks or funds to pay any premium payment of a policy not owned by the Producer.
- d. If You and/or any of Your Sub-Producers obtain the initial premium along with an application for life insurance, You and/or any of Your Sub-Producers shall provide the company's approved Conditional Receipt Agreement to the customer and send a copy to the Company along with the premium payment and application.
- e. The Company does not accept premium in the following forms:
 - i. Cash
 - ii. Money orders



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- iii. Travelers checks
- iv. Blank – or counter – checks

6. Advertising

- a. You and/or any of Your Sub-Producers are responsible for knowing all laws, regulations and standards related to marketing and selling insurance contracts in all states where You are licensed and/or conducting business.
- b. Any and all sales materials, advertising materials or promotional materials You and/or any of Your Sub-Producers use in connection with the solicitation and/or sale of Our products, other than materials provided by the Company to You, must be submitted to Us for prior written approval of each specific item.

7. Delivery of Policies

- a. All policies must be delivered according to applicable laws and regulations and according to the Company's requirements. Policies must be delivered within the period required by applicable state law. If not delivered during this period, the policy must be returned to the Company immediately.
- b. You and/or any of Your Sub-Producers may only deliver a policy if, to the best of Your knowledge or that of any of Your Sub-Producers, the proposed insured does not have a medical condition considered terminal by a medical doctor.

8. Compensation and Assignment

- a. "Compensation" shall include commissions, fees, bonuses, or any other payments awarded to You and/or any of Your Sub-Producers by the Company.
- b. Your Compensation under this Contract, or that of any of Your Sub-Producers, shall be determined in accordance with the applicable Commission Schedule in effect on the date an application is executed by the Customer. Updated or amended Commission Schedules, along with any other contract or agreement between You and the Company, such as a vesting schedule issued or executed after the date of this Contract, are made a part of this Contract. The Company will provide You with three (3) days written notice of any update or amendment to the Commission Schedule. You are responsible for being familiar, and familiarizing any of your Sub-Producers, with any updates or amendments to the Commission Schedule and shall be bound by said updates or amendments.
- c. You and/or any of Your Sub-Producers are not entitled to any compensation with respect to policies or applications that are rejected, canceled, rescinded, declined, not taken under the free look provision, or canceled by Us for any reason and You will immediately refund to Us any such compensation upon our written demand.
- d. No assignment of any Commissions or other compensation or any portion due or to become due to You from the Company shall be valid without prior written authorization from the Company. Authorized assignments are subject to all indebtedness You owe the Company.



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- e. The Company reserves the right to chargeback commission for a death within one year after the effective date of a policy, in accordance with the terms in the Commission Schedule.

9. Indebtedness, Indemnification and Reimbursement

- a. The Company shall have the right to offset any debts owed by You to the Company against any compensation due or which may become due to You. If the Company does elect to offset, the offset shall not constitute an election by the Company to forego any other remedies to collect the indebtedness. You agree to pay all costs of collection, including attorney's fees, incurred by Company, its successors, or its assigns in collecting any indebtedness from You. At any time, upon demand by the Company, any monies paid as an advance of commissions to You or to Your Sub-Producers or otherwise due from You to the Company as shown on Your commission statement shall be paid by You to the Company.
- b. If You have any Sub-Producers, You agree to guarantee the payment of any debit balance or other indebtedness to the Company incurred by such Sub-Producer. You will pay the Company on demand if the Company, in its judgment, is unable to collect such balances when due. If You pay the Company for a Sub-Producer's indebtedness, the Company will assign the rights to such indebtedness to You to the extent of Your payments to the Company.
- c. You agree to indemnify and hold the Company harmless for any claim, loss, expense, cost or liability which We may incur resulting from You or Your Sub-Producer's breach of the terms of this Contract or violation of any law or regulation or failure to comply with any court order. This includes all costs, expenses, and reasonable attorneys' fees that the Company may incur.
- d. Should any claims or lawsuits be made by any third party against You or Your Sub-Producers or the Company as a result of alleged wrongdoing by You or Your Producers, then You shall indemnify Us and hold Us harmless for any claim, loss, expense, cost, or liability which We may incur defending the action and for any settlement or judgment resulting from such action, including Our reasonable attorneys' fees. The Company may, at its discretion, defend or settle any such claim.
- e. You agree to hold Us harmless: in the event You and/or any of your Sub-Producers fail to repay any indebtedness owed to Us according to the terms of this Contract; if We decide to report Your debit balance through Your agency hierarchy or any third party, including but not limited to a collection agency; and for the Company's compliance with any levy, garnishment, or other lawful attempt to collect Compensation owed to You by the Company.
- f. In addition to the rights conferred by paragraph 11 (g), the terms of this section 9 shall survive and remain in effect after termination of this contract.

10. Liability – You shall be jointly and severally liable with Your Sub-Producers to the Company for (a) monies collected on behalf of the Company and (b) monies payable to the



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Company as a balance due as shown on Your commission statement. All accounting records maintained by You relating to Our business are subject to inspection at any reasonable time by Our authorized representatives. The Company reserves the right to charge interest on any amounts due to us under this Contract up to the amount permitted by law. If You are a business entity, each individual signing the Producer's Contract on behalf of the entity agrees to be and shall be liable for any debts of the Producer to us and shall personally guarantee the full and faithful performance of all duties and obligations of the Producer and every commitment under this Contract.

11. Termination of Contract

- a. This Contract will terminate immediately in the event of:
 - i. Your death;
 - ii. Your failure to be licensed to sell any insurance products which the Company offers to consumers; or
 - iii. Your bankruptcy, insolvency or assignment for the benefit of creditors.We may continue to rely on this Contract being in effect until We receive formal written notice of any of these events.
- b. This Contract will terminate automatically, without prior notice, in the event You or any of Your Sub-Producers:
 - i. Withhold, embezzle or misappropriate any money or other property belonging to Us, a policy owner or insured, or a proposed policy owner or insured;
 - ii. Subject Us to liability due to any act, omission, or misrepresentation by You and/or any of your Sub-Producers, or You and/or any of your Sub-Producers falsify, omit, or misrepresent any material information provided to Us;
 - iii. Commit a criminal act involving a felony, misdemeanor or an offense involving moral turpitude, commit an act of fraud, theft, dishonesty, willful tax evasion, bribery, or perjury, fail to maintain a fiduciary duty, or borrow money or take a loan or funds from a client for personal use; or
- c. The Company, at its sole discretion, may terminate this Contract, at any time, without prior notice, if You or any of Your Sub-Producers:
 - i. Fail to conform to the rules, policies, guidelines and operating procedures and rules for business conduct of the Company including all advertising, replacement, suitability, and Anti-Money Laundering policies and procedures;
 - ii. Fail to comply with the laws of the United States or any state or the rules or regulations of a governmental agency;
 - iii. Fail to pay any indebtedness to the Company on demand;
 - iv. Replace or attempt to replace a policy issued by the Company with that of another Company; or
 - v. Fail to cooperate or provide information to Us for complaints, inquiries or investigations related to Your Contract.



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- d. The Contract also may be terminated by either party with or without cause by giving fifteen (15) days written notice to the other party. The right to terminate under this subparagraph (d) is not restricted by the provisions for termination in subparagraphs (b) or (c) above.
- e. If this Contract automatically terminates under subparagraphs (a) or (b) of this paragraph, or should the Company elect to terminate this Contract under subparagraph (c) or (d) of this paragraph, You shall forfeit all rights to any further compensation, including commissions or renewal commissions, unless a separate, written vesting agreement has been made between You and the Company.
- f. In the event of termination of this Contract for any reason, the liability, reimbursement, indemnification, and offset provisions hereof shall continue in full force and effect beyond the termination hereof. If, subsequent to termination, any monies shall become due from You and/or any of Your Sub-Producers to the Company, and You fail to pay such monies upon due demand, all compensation due hereunder or under any other contract or agreement You have with the Company shall be forfeited. Forfeiture under this provision shall not, in any way, prejudice the Company's right to pursue any remedies available to it to collect any monies owed by You and/or any of Your Sub-Producers to the Company.
- g. Except as otherwise provided in this Contract, the terms and conditions of this Contract and any other provisions incorporated hereunder shall remain in effect after termination for all business conducted under this Contract.
- h. Upon termination of this Contract, You shall immediately deliver to Us all of the following items in Your possession or control or the possession or control of your Sub-Producers: all Company materials, supplies, advertising, and other printed material which mentions the Company.

12. Forfeiture and Non Interference

- a. For 2 years following the termination of this Contract, if You and/or any of Your Sub-Producers, directly or indirectly, induce, urge or in any way influence a policy owner of this Company to relinquish the owner's policies, You shall forfeit any and all Compensation that You and/or any of Your Sub-Producers might otherwise have acquired under such policy with the Company. Forfeiture under this paragraph shall not limit other remedies We may pursue.
- b. If You and/or any of Your Sub-Producers do an act described in subparagraph (a), You agree that You will be liable for any damages We suffer and We may seek injunctive relief to prevent further breaches of this provision.

13. Arbitration – in the event of any dispute, claim, cause of action or controversy between You and Us, which is not resolved by written settlement between the parties within sixty (60) days after the dispute, disagreement, claim or controversy arises, then pursuant to good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:



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- a. You shall submit any and all disputes, claims, causes of action or controversies, whether based on contract, tort, statutory, constitutional or other legal theory, arising directly or indirectly out of this Contract, that it may have against Company to binding arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. §§ 1 *et seq.*
- b. With the exception of any claim described in paragraph 12 of this Contract, Company shall have the option to submit any and all disputes, claims, causes of action or controversies, whether based on contract, tort, statutory, constitutional or other legal theory, arising directly or indirectly out of this Contract, that it may have against You to arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. §§ 1 *et seq.* In the event Company elects to exercise its option to arbitrate, Company's election to arbitrate shall be binding on You.
- c. The parties agree that the limitation periods prescribed in Chapter 60 of the Kansas Statutes Annotated shall apply to any dispute, claim, cause of action or controversy submitted to arbitration by the parties.
- d. In the event a court of competent jurisdiction determines that the provisions of this Paragraph 13 are unenforceable for any reason, then the parties agree that this Paragraph shall be given no effect and severed from the Contract. Under no circumstances shall the terms of this Paragraph be changed, altered or modified by any reviewing court.
- e. The parties agree that any dispute, claim, cause of action or controversy submitted to arbitration under this Paragraph 13 shall be arbitrated in Topeka, Kansas, at a location mutually agreed upon by the parties.
- f. The parties agree to arbitrate pursuant to the American Arbitration Association's Commercial Arbitration Rules. Kansas law shall govern all substantive issues of any dispute, claim, cause of action or controversy submitted to arbitration.

14. Privacy of Customer Information – We may from time to time provide You with certain non-public personal financial and health information on our customers for the purpose of performing services for Us or functions on Our behalf. You are expressly prohibited from disclosing or using a customer's non-public personal financial and health information other than to carry out the purposes for which We disclosed the information, and shall ensure that any of Your Sub-Producers refrain from any disclosure prohibited herein. Subject to applicable state or federal law, such purposes include the joint marketing and/or marketing services of Our products in the ordinary course of Our business. You will keep all information provided to You strictly confidential, and ensure the same with respect to any of Your Sub-Producers. You will comply with all federal and state requirements regarding the disclosure of medical information, including but not limited to the provisions of HIPAA. You will maintain adequate privacy systems and safeguards



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to protect the confidentiality of such customer information, consistent with applicable law.

15. Entire Agreement

- a. Except for compensation payable with respect to any policies sold under any previous contract between You and Us, this Contract supersedes any prior Agreements between You and Us. This Contract sets forth the entire agreement between You and Us and may not be altered or modified except in writing signed by You and Our authorized officer. Notwithstanding the foregoing, You expressly acknowledge and agree to be bound by any and all updates or amendments of the Company rules, policies, guidelines and operating procedures and rules for business conduct and any and all updates and amendments to the Commission Schedule made by the Company.
- b. The provisions of any supplemental addendums, amendments or schedules attached hereto, including the Producer Appointment Application and Agreement signed by You and attached hereto, are incorporated in this Contract in their entirety by this reference, as if fully set forth herein.
- c. This Contract is executed below and upon our approval of the attached Producer Appointment Application and Agreement.

16. Non-Waiver – The forbearance or neglect of the Company to insist upon strict compliance by You and/or any of Your Sub-Producers with any of the provisions of this Contract, whether continuing or not, or to declare a termination against You, shall not be construed as a waiver of any of the Company's rights or privileges hereunder. No waiver of any right or privilege of the Company arising from any default or failure of performance by You and/or any of Your Sub-Producers shall affect the Company's rights or privileges in the event of a further default or failure of performance.

17. Severability – Any provision of this Contract which shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision contained herein, and such other provisions shall remain in full force and effect.

18. Contract Binding on Principals – In the event that You are contracting with Us as a corporation, partnership, LP, LLC, or other business entity, it is further agreed and guaranteed by the principals of said business entity that all terms and conditions of this Contract shall be binding on them severally and jointly in the same manner as upon the entity named as the Producer.

19. Applicable Law (or Jurisdiction) - To the fullest extent controllable by Our stipulation, unless expressly provided to the contrary, this Contract shall be construed in accordance with Company rules and policies now or hereafter established and shall be interpreted and enforced under Kansas Law, without regard to principles of conflicts of law.



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20. Choice of Venue – Except as provided in Paragraph 13 of this Contract, the parties hereto expressly consent to and agree that all actions or proceedings arising out of or relating directly to this Agreement shall be filed and litigated exclusively in a state or federal district court located in the City of Topeka, Shawnee County, Kansas.

By: _____
Agent Signature Date

By: _____
Company Officer Signature

By: _____
Company Officer Name and Title Date

By: _____
Signature for US Alliance Life & Security Date

Please complete the
remainder of this packet
ONLY
if you are to be contracted
as a writing agent.



Appointment Application and Agreement

Last Name: _____ First Name: _____ MI: _____

Title: _____ Marital Status: _____ Maiden Name: _____

Work Phone: _____ Cell Phone: _____

Fax #: _____ Email Address: _____

Preferred method of contact: Work phone ☐ Cell phone ☐ Email ☐ Fax ☐

☐ Male or ☐ Female Date of Birth: _____

Social Security Number: _____ DL #: _____ DL State: _____

Current Licenses Held (if more room is needed, attached separate sheet):

State	Resident/Non Resident	License Number	Type of License	
			Life	Health
			Life	Health
			Life	Health
			Life	Health

Residential Address:

Agency Mailing Address:



Please answer the following questions, and if you answer “YES” to any question, provide a full, detailed explanation to us, including specific dates.

1	Have you ever been charged or convicted of or plead guilty or no contest to any Felony, Misdemeanor, federal/state insurance and/or securities or investments regulations or statutes?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2	Have you ever been on probation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3	Have you ever been or are you currently being investigated by any legal or regulatory authority?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4	Do you have any pending indictment, lawsuit, or have you ever been in a lawsuit with an insurance company?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5	Have you ever been alleged to have engaged in any fraud?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6	Have you ever been found to have engaged in any fraud?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7	Has any insurance or financial services company or broker-dealer terminated your contract or appointment or permitted you to resign for reason other than lack of sales?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7a	Were you fired because you were accused of violating or failed to supervise in connection with insurance or investment related statutes, regulations, rules or industry standards of conduct?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7b	Were you fired because you were accused of fraud or the wrongful taking of property?	<input type="checkbox"/> Yes <input type="checkbox"/> No
8	Have you ever had an appointment with any insurance company denied or terminated for cause?	<input type="checkbox"/> Yes <input type="checkbox"/> No
9	Does any insurer, insured, or other person claim any commission chargeback or other indebtedness from you as a result of any insurance transactions or business?	<input type="checkbox"/> Yes <input type="checkbox"/> No
10	Has any claim or lawsuit ever been made against you, your surety company, or errors and omissions (E&O) insurer arising out of your sales or practices?	<input type="checkbox"/> Yes <input type="checkbox"/> No
11	Have you been refused or denied surety bonding or E&O coverage or had your E&O carrier cancel your coverage?	<input type="checkbox"/> Yes <input type="checkbox"/> No
12	Have you ever had an insurance or securities license denied, suspended, canceled or revoked?	<input type="checkbox"/> Yes <input type="checkbox"/> No
13	Has any state or federal regulatory body found you to have been a cause of an investment – or insurance – related business having its authorization to do business denied, suspended, revoked, or restricted?	<input type="checkbox"/> Yes <input type="checkbox"/> No
14	Has any state or federal regulatory agency found you to have made a false statement or omission or been dishonest, unfair, or unethical?	<input type="checkbox"/> Yes <input type="checkbox"/> No
15	Have you personally or any insurance or securities brokerage firm with whom you have been associated filed a bankruptcy petition or declared bankruptcy?	<input type="checkbox"/> Yes <input type="checkbox"/> No
16	Has any state, federal or self-regulatory agency filed a complaint against you, fined, sanctioned, censured, penalized or otherwise disciplined you for a violation of their regulations or state or federal statutes?	<input type="checkbox"/> Yes <input type="checkbox"/> No
17	Have you ever been the subject of a consumer initiated complaint?	<input type="checkbox"/> Yes <input type="checkbox"/> No
18	Are there any unsatisfied judgments, garnishments or liens against you?	<input type="checkbox"/> Yes <input type="checkbox"/> No
19	Are you connected in any way with a bank or other lending or financial institution?	<input type="checkbox"/> Yes <input type="checkbox"/> No
20	Have you used any other names or aliases?	<input type="checkbox"/> Yes <input type="checkbox"/> No
21	Do you have any unresolved matters pending with the Internal Revenue Service or other taxing authority?	<input type="checkbox"/> Yes <input type="checkbox"/> No

If you answered “YES” to any questions, please provide an explanation on the following page that includes dates, actions, and descriptions.

Question # _____ Date of Action _____

Action _____

Reason _____

Explanation _____

Question # _____ Date of Action _____

Action _____

Reason _____

Explanation _____

Question # _____ Date of Action _____

Action _____

Reason _____

Explanation _____

Please attach additional pages if more room is necessary for providing explanations.

Employment History - Past Five Years

Name of Company	Employment/Appointment Dates	Position /Comments

Privacy Policy for Producers

At US Alliance Life and Security Company, we are committed to safeguarding your privacy and keeping your personal information secure.

We collect nonpublic personal financial health information about you from the following sources:

- Information we receive from you on the applications or other forms;

- Information about your transactions with us, or others; and
- Information we receive from an agent background check pursuant to the authorization you have given us.

We do not disclose any nonpublic personal financial or health information about our customers or former customers to anyone except as permitted by law.

We restrict access to nonpublic personal financial and health information about you to those employees and company producers who need to know that information to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal and state regulations to guard your nonpublic personal financial and health information.

Code of Best Practices

At US Alliance, we have the desire to build long-standing relationships of trust with our customers, and trust that you share this desire with us. Together we want to help clients feel confident that they are buying a product they understand and believe is the right product for their situation.

We are committed to the following best practices throughout the marketing and sale of our products:

Disclosure – Your clients need a full, unbiased explanation of their options to make informed decisions. We expect you to:

- Provide full and accurate disclosure about any US Alliance products that you may recommend or discuss with the client. Disclosure materials are available and included with the marketing and sales materials that will be provided to you. Please keep in mind that disclosure can go beyond providing brochures and documents that we hope customers will read. You need to be actively involved – which may include checking for client understanding or leading a discussion with the client.
- Ensure your client reviews and signs the appropriate disclosure documents for the products purchased through US Alliance.

Replacement – Any recommendation to replace an existing life insurance or annuity product when purchasing a US Alliance product must be based on the new (replacement) product's ability to better suit the client's financial situation and goals. You should:

- Provide an impartial assessment of the comparative benefits and restrictions of both the old (replaced) and the new (replacement) policies.
- Fully explain the benefits and costs of replacing the client's existing policy.

Suitability – Any recommendation of a financial product such as life insurance or annuities must be based on the client's individual needs and financial objectives, and should be suitable for their particular situation. A review of their situation will be necessary in order to make a suitable recommendation, and should include:

- Documenting and keeping a record of any recommendation you make, as well as the information you gather from the client.
- Make sure you understand the product you are selling and that you can accurately describe its features. You also need to thoroughly understand how the product would serve to meet the client's objectives and their unique financial situation. This may include (but is not limited to):
 - An analysis of their income and expenses
 - Understanding their financial goals
 - Assessing their tolerance for risk

Other Policies and Procedures – You are responsible for reviewing, understanding and complying with all of our policies, procedures and guidelines which we may publish from time to time. You are also responsible for complying with all applicable rules, statutes, regulations and other governing laws or procedures as well as all of the policies, procedures, rules, guidelines and operating procedures of US Alliance. By following these practices, we can earn and keep the trust of our clients.

By signing the Producer Appointment Application and Agreement, you agree to adhere to the US Alliance Code of Best Practices.

Consumer Report Authorization

In connection with determining my eligibility for appointment as an agent of US Alliance Life and Security Company or its affiliates (collectively referred to as “US Alliance” throughout the rest of this document), and/or for purposes of evaluating me for reassignment or retention as an agent of US Alliance, I understand that US Alliance will obtain credit and/or investigative consumer reports on me. I understand the investigative reports may contain information regarding my criminal record, credit history, driving record, education record, and job history, or information otherwise bearing on my credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics or mode of living. I understand that this information will be used by US Alliance to make decisions about my appointment as a producer with US Alliance. The Vector One network may be checked for any reported outstanding producer debt with previous employers.

I understand that US Alliance may disclose to up-line producer(s) and/or recruiter(s) any reports referred to in this Authorization, including any information obtained in the future on my sales or other activities and any information relating to any termination of my contract with US Alliance and I authorize US Alliance to disclose any such information. Please be advised that you have the right to request, in writing, within a reasonable period of time, that we make a complete and accurate disclosure of the nature and scope of the information requested.

Additional information concerning the Fair Credit Reporting Act, or your rights under the Fair Credit Reporting Act, is available at the Fair Trade Commission’s web site (<http://www.ftc.gov>).

By signing the Producer Appointment Application and Agreement, I 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 US Alliance or any of its affiliates. I hereby authorize US Alliance to procure a credit report and/or consumer investigative report, and release US Alliance from all liability in connection from procuring and using such reports. I agree to keep this Authorization in effect during the term of my contract and acknowledge that US Alliance and/or its affiliates may use this form to procure a future report based upon this Authorization. A photocopy or scanned copy of this authorization shall be deemed as valid as the original.

Acknowledgements and Signatures

I attest that the information I have provided is true to the best of my knowledge. I acknowledge that if any information changes I will notify US Alliance within five (5) days of such change. Further, I understand that I may be contacted if I need to answer additional questions or provide additional information.

Signature _____ Date _____

Title (if doing business as business entity) _____