



# LICENSE ONLY AGENT CONTRACTING PACKET

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

## LICENSE ONLY 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: \_\_\_\_\_

- ☐ Producer Contract (P-C (7/13))
- ☐ 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.



## 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) \_\_\_\_\_



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## Producer Contract

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**Agent/Agency Name**

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**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