

CONTRACTING & LICENSING INFORMATION



The Manhattan Life Insurance Company
Family Life Insurance Company
Western United Life Assurance Company
ManhattanLife Assurance Company of America
Standard Life and Casualty Insurance Company
ManhattanLife of America Insurance Company



Contracting Forms in this Package

Associate Contracting Instructions and Checklist:

(Original signatures are required on all forms to complete the contracting process.)

1. One (1) check for \$ _____ which includes your state appointment fees, if any. **Check is to be made payable to ManhattanLife Assurance.**

~ OR ~

Completed Credit Card Authorization if you would like to pay your fees by credit card

2. **Agent Agreement** - ManhattanLife Assurance, Manhattan Life, Family Life, Standard Life, ManhattanLife of America and Western United Life
Representative Agreement - ManhattanLife Assurance, Manhattan Life, Family Life, Standard Life, ManhattanLife of America and Western United Life
Complete the agency contract for each company you will be representing.
3. **Confidential Licensing Information** - Provide all personal information . . . please explain any special situations in the comment section or attach a letter of explanation.
4. **Commission Schedule** - Be sure to enter your name, sign and date the commission schedules and include with your agency contract. Please note separate commission schedules are required for each company you will be representing.
5. **Appointment Fees** - The appointment fee (excluding Arkansas and South Carolina) for each state in which you will solicit business must be received before the contracting process can be completed.
6. **Direct Deposit Program** - Commissions (and advances) can be deposited into the account you designate with no waiting for the mail to deliver checks.
7. **Completed W-9 Form and copy of current license.**
8. **Assignment Of Commission** - You may assign commissions by completing the Assignment of Commission form. A W-9 must be completed by the recipient of commissions. Assignments are subject to the approval of the Company.
9. **Contracting Corporations or Partnerships** - If you are being contracted as a corporation or partnership with commissions paid to the corporation or partnership, the name of the corporation or partnership must be on the front and back of the agent contract. An officer of the corporation with signatory authority must sign the back as the agent. A witness signature is also required. You also need to complete a Representative Agreement with your name as the representative. It is also necessary for you to complete a Confidential Licensing Information form for the corporation.
10. **Life Agents** - Agents are required to complete an anti money laundering course every two years. If you have taken an AML training course within the past 2 years please provide it with your contract. Please contact us for further information at 888-441-0770.

11. **Mail to:**
Marketing Department
10777 Northwest Freeway
Houston, Texas 77092

Email to:
Marketingmail@manhattanlife.com

Fax to:
713-821-6512

We can help! If you have any questions, please call 888-441-0770 and ask for Contract and Licensing.

**The Manhattan Life Insurance Company
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10777 Northwest Freeway, Houston, Texas 77092

PHONE: 888-441-0770 WEB: www.manhattanlife.com

CONFIDENTIAL LICENSING INFORMATION

INDIVIDUAL CORPORATION REPRESENTATIVE/LICENSED ONLY AGENT

Last Name _____ First Name _____ Middle Initial _____

Corporation/LLC/Partnership Name _____

Birthdate _____ SSN _____ Tax ID _____

Current Residence Address _____

Tel. No. _____ Fax No. _____ E-Mail _____

Business Address _____

Send Correspondence to: Residence Business

Resident State Ins. License No. _____ Driver's License No. _____

(Attach Copy)

(Attach Copy)

NPN No. _____

Attach a copy of your E & O policy certificate (required before any contracting can be processed, except for Family Life).

If answering YES to any of the following questions, please explain in comment section on the back.

1. Are you now or have you ever been included in litigation with an insurance company that you represented? YES NO
2. Do you currently have a debit balance with any insurance company? YES NO
3. Have you ever had your insurance or securities license suspended or revoked? YES NO
4. Have you ever been charged, convicted, or plead guilty or nolo contendere ("no contest") in a domestic or foreign court:
 - a) a felony or misdemeanor involving; insurance or an investment-related business, fraud or false statements or omissions, wrongful taking of property; or bribery, forgery, counterfeiting or extortion? YES NO
 - b) Have you been convicted of any other felony or misdemeanor, other than traffic violations? YES NO
5. Has any domestic or foreign court ever:
 - a) found you guilty in connection with any insurance or investment-related activity? YES NO
 - b) found that you violated any insurance-related statutes or regulations? YES NO
6. Has any Federal regulatory agency or any state regulatory agency or foreign financial regulatory authority ever:
 - a) found you to have made a false statement or omission or been dishonest, unfair or unethical? YES NO
 - b) found you to have been involved in a violation of insurance or investment regulations or statutes? YES NO
 - c) found you to have been the cause of any insurance or investment-related business having its authorization to do business denied, suspended, revoked or restricted? YES NO
 - d) entered an order against you in connection with any insurance or investment-related activity? YES NO
 - e) denied, suspended, or revoked your registration or license or otherwise prevented you from associating with any insurance or investment-related business, or disciplined you by restricting your activities? YES NO
7. Have you ever been the subject of any insurance or investment-related, consumer-initiated complaint or proceeding that:
 - a) alleged compensatory damages of \$2,500 or more, or found fraud or the wrongful taking of property? YES NO
 - b) was settled or decided against you for \$1,000 or more, or found fraud or the wrongful taking of property? YES NO
- 8) Are you now the subject of any complaint, investigation, or proceeding that could result in a "yes" answer to questions 1 - 7? YES NO

As part of our contracting process due diligence, several inquiries will be made including a check of state and federal court records, a credit check, a Vector One check for agent commission debit balances and a routine investigative consumer report whereby information is obtained through personal interviews with your neighbors, friends or others with whom you are acquainted. These inquiries include information concerning criminal court reports, credit history, unpaid agent commission debit balances, character, general reputation, personal characteristics and mode of living. As applicable, employment, occupation, general health, habits, residence verification and marital status may be included. You have the right to make a written request within a reasonable period to receive additional detailed information about the nature and scope of this investigation. You authorize all persons and entities to release all written and verbal information about you to Vector One, Applicant Insight Limited, Inc., Manhattan Life Insurance, Family Life Insurance Company, ManhattanLife Assurance Company of America, Standard Life and Casualty Insurance Company, ManhattanLife of America Insurance Company and Western United Life Assurance Company. You release and agree to hold Manhattan Life Insurance, Family Life Insurance Company, ManhattanLife Assurance Company of America, Standard Life and Casualty Insurance Company, ManhattanLife of America Insurance Company, Western United Life Assurance Company, Vector One and Insight Limited, Inc. harmless from all liability and responsibility for doing so. You also authorize the procurement of an investigative consumer credit report and Vector One inquiry.

Comment Section: _____

I have read, understand and accept this agreement

Date _____

Agent (Execute if an Individual):

Sign Name: _____

Print Name: _____

AGENT (Execute if a Corporation):

Corporation Name: _____

Signed By: _____

Print Name: _____

Title: _____

- The Manhattan Life Insurance Company Family Life Insurance Company Western United Life Assurance Company
- ManhattanLife Assurance Company of America Standard Life and Casualty Insurance Company
- ManhattanLife of America Insurance Company

Representative Agreement

For Licensed Only Agents Use

10777 Northwest Freeway, Houston, Texas 77092

Between the Company(ies) identified above, hereinafter called the Company and the Corporation or Partnership who is:

_____ hereinafter called the Associate and between the Associate and the Representative who is:

_____ hereafter called the Representative.

1. APPOINTMENT

The Company appoints the Agent in those territories in which both the Company, the Associate and the Agent are licensed to do business, to solicit and procure applications for all types of insurance and annuities issued by the Company subject to the terms, conditions, and limitations set forth herein.

2. COMPENSATION

All Compensation payable by the Company on such applications shall be governed solely by the contract between the Company and the Associate, and the Company shall discharge all responsibility under this contract by crediting or paying such earnings to the Associate. The division of such earnings between the Representative and the Associate, once paid by the Company to the Associate, shall be a matter solely between the Representative and the Associate to which the Company is not part.

3. GENERAL PROVISIONS

The Representative agrees to comply with all applicable insurance laws and regulations and with all the written and printed rules, regulations and instructions of the Company now in force and such as may hereafter be adopted. It is understood and agreed that the Representative shall be considered an independent contractor. The Representative shall be free to exercise independent judgement as to the persons to be solicited and the time and place of solicitation. No other provision of this Agreement nor any rule or regulation of the Company shall be construed to abridge this freedom or create the relationship of employer and employee between the Company and the Representative.

The Representative and/or Associate shall maintain in good order the records and accounts of business transacted on behalf of the Company for inspection by, or delivery to the Company upon request.

The Representative has no authority to:

1. make, alter, or modify any policy or receipt nor to waive any forfeiture or any provision or condition of any policy issued by the Company.
2. receive any money on behalf of the Company except initial premiums and in strict compliance with the terms and conditions of the Company and within the rules of the Company. Money collected or received by the Representative

for the Company shall immediately be paid over to the Company.

3. endorse any checks payable to the Company.
4. issue or circulate any advertising material, circular or pamphlet relating to the Company (other than materials prepared by the Company) unless the same shall have been approved in writing by the Company.
5. bind or obligate the Company or subject the Company to any liability except as expressly provided herein or otherwise authorized in writing by the Company.

The Representative shall be liable to the Company for damage or loss sustained by it as a result of any unauthorized acts of the Representative. The Representative specifically agrees to indemnify the Company from liability of any type for judgements, litigation costs, attorneys' fees, fines, penalties or other liabilities incurred by the Company as a result of such unauthorized acts.

The failure of the Company to exact strict compliance with the terms of this Agreement or the failure to declare any default when the same shall become known to the Company, shall not operate as a waiver of such conditions nor release the Representative from any obligation to perform this Agreement strictly in accordance with its terms.

4. TERMINATION

The Representative's withholding or converting to his own use, funds or property of the Company, an applicant or insured, or his violation of any governmental law or regulation relating to insurance, shall constitute an automatic breach of this Agreement which shall forthwith terminate.

This Agreement shall automatically terminate upon the death of the Representative.

Termination of this Agreement shall automatically terminate any previous agreement between the Company and the Representative. If requested, the Representative shall return to the Company at his own expense all rate books and other supplies furnished the Associate which shall be the property of the Company.

This Agreement, unless otherwise terminated as provided above, may be terminated either by the Company or the Representative by giving the other party fifteen days notice in writing at the last known address of such other party.

Representative: _____
Print or Type The Name of the Representative

Representative: _____
Signature

Date: _____

Date: _____ Associate: _____
Print or Type Signature

Date: _____ By the Company(ies) identified above _____

- The Manhattan Life Insurance Company Family Life Insurance Company Western United Life Assurance Company
 ManhattanLife Assurance Company of America Standard Life and Casualty Insurance Company
 ManhattanLife of America Insurance Company
10777 Northwest Freeway, Houston, Texas 77092

AGENT AGREEMENT

THIS AGREEMENT, dated this _____ day of _____, 20____ is between:

If Individual Agent: _____
(Print Agent Name)

If Corporation: _____
(Print Corporation Name)

(hereinafter referred to as "Agent"), and the specific Company or Companies identified above (hereinafter each such designated Company shall be referred to as the "Company").

1. APPOINTMENT

Each designated Company appoints the Agent to solicit and procure applications for the sale of Company's insurance products shown in the attached Commission Schedule in those territories where the Company and Agent are both licensed to do business. Agent's appointment is subject to the terms, conditions and limitations of this Agreement. Agent is not appointed to sell Company's Medicare Supplement policies.

2. APPOINTMENT OF OTHER AGENTS

The Agent is authorized to refer other agents to the Company to solicit and procure insurance applications under the Agent's management and oversight (hereinafter referred to as "Other Agents"). The Other Agents must be properly licensed by the appropriate insurance regulatory authority. The Agent shall provide the referral of the Other Agents to the Company in writing by identifying the Other Agent and specifying that the Other Agent is going to solicit and procure the sale of Company insurance products under the Agent's management and oversight. The Agent shall also request the Company to code the Other Agent as being part of the Agent's hierarchy and shall obtain from the Other Agent the forms necessary to complete the contracting process.

Upon Agent's referral of an Other Agent to the Company, the Company shall determine, in its sole discretion, whether it wants to contract with the Other Agent. All contracts made with an Other Agent shall be made directly with the Company in writing on the Company's contract form which shall become effective when executed by the Company. The Company may refuse to contract with any proposed Other Agent and may terminate any contract with an Other Agent without notice to the Agent.

As used herein, the term "Agent" or "Other Agent" shall mean any person who procures, supervises, or otherwise participates in the procurement of applications for insurance products offered by the Company.

3. COMPENSATION

The Company will pay the Agent first year and renewal commissions on original premiums paid on policies written and delivered by the Agent and accepted by the Company at the percentages and for the periods and terms set forth in the attached Agent's Commission Schedule, subject to the conditions set forth herein. The Company will also pay the Agent first year and renewal commissions on original premiums paid on policies written and delivered by any appointed or assigned Other Agents as set forth in the attached Agent's Commission Schedule, less the commission earned by the Other Agent whose commission rate shall be on file with the Company. The Company will not pay first year or renewal commissions on rate increases.

If insurance in the Company is issued (replacements, conversions and exchanges) which takes the place of insurance terminated or to be terminated in the Company after the new insurance is issued, the Company reserves the right to determine the rate of commission to be allowed, if any.

If Agent's Commission Schedule rates are not shown or special rate quotations are made, rates shall be such as may be fixed by the Company.

If the Company shall return to a policyholder all or any portion of the premiums on a policy or contract, the Agent shall, upon demand, repay to the Company the correspondingly proportionate part of the commission received by him on account of such policy or contract.

The Company reserves the right to change the provisions of the Commission Schedule with thirty (30) days written notice from the Company to the Agent or Other Agent. However, any such change shall only apply to applications submitted to and accepted by the Company after such notice.

4 GENERAL PROVISIONS

The Agent agrees to comply with all applicable insurance laws and regulations and with all the written and printed rules, regulations, and instructions of the Company now in force and such as may be hereafter adopted.

It is understood and agreed that the Agent shall be considered an independent contractor. As such, the Agent shall be free to exercise judgment as to the persons from whom applications for insurance policies and annuity contracts will be solicited and as to the supervision and direction of appointed or assigned Other Agents. No other provision of this Agreement or any rule or regulation of the Company shall be construed to abridge this freedom or create the relationship of employer and employee between the Company and the Agent.

The Agent shall maintain accurate records of transactions made on behalf of the Company in a form satisfactory to the Company. Such books and records shall be open for examination by authorized representatives of the Company and shall remain in the property of the Company. The Agent shall return all undelivered policies to the Company for cancellation in accordance with its instructions.

The Agent has no authority to receive any money on behalf of the Company except initial premiums and then only in strict compliance with the terms by the Company and within the rules of the Company. Money collected or received by the Agent for the Company shall be immediately paid over to the Company.

Without liability to the Agent, the Company shall have the right to make changes in its method of conducting business; to make other appointments in the area as from time to time may seem to the Company to be desirable, and to discontinue writing all or any part of its business in any jurisdiction.

The Company shall have a prior lien on any and all sums of money due or to become due to the Agent under this or any prior Agreement with the Company for any indebtedness, obligation or liability of the Agent to the Company; and the Company may at any time offset against such sums of money the amount of any such indebtedness, obligation or liability.

It is understood that any "advance" or "commission advance" made by the Company to the Agent or an Other Agent from whom the Agent receives an override shall be a loan which shall create an indebtedness of the Agent to the Company repayable upon demand. The Company can require an immediate repayment of such indebtedness regardless of whether or not future compensation payable to the Agent appears to be adequate to offset such indebtedness.

In the event the Company is required to pursue collection procedures in order to collect any indebtedness, the Agent agrees to be liable for any and all Company expenses incurred by the Company.

No assignment of compensation accrued or to accrue under this Agreement shall be valid as against the Company unless authorized in writing by the Company.

The Agent and any appointed or assigned Other Agents under the Agent shall have no authority to make, alter or modify any policy or receipt, nor to waive a forfeiture or any provision or condition of any policy issued by the Company, nor to incur any liability on behalf of or against the Company, except as expressly provided herein or otherwise authorized in writing by the Company.

The Agent is not authorized and agrees not to publish, issue or circulate any advertising material, circular or pamphlet relating to the Company or its products unless the same shall have been approved in writing by an officer of the Company.

The failure of the Company to exact strict compliance with the terms of this Agreement or the failure to declare any default when the same shall become known to it, shall not operate as a waiver of such terms nor release the Agent from the obligation to perform this Agreement strictly in accordance with its terms.

All accounts and policyholders are considered to be accounts of the Company and not the Agent.

The Agent authorizes the Company to furnish information, upon inquiry from any person, regarding the Agent's record with the Company, personal character, habits, ability, or cause of leaving the service of the Company. No liability shall be incurred by the Company for release of such information.

It is agreed that this contract shall be interpreted and governed by the laws of the state of Texas.

5. PROHIBITED ACTS

Agent shall not, during the term of this Agreement or any time after the termination of this Agreement, directly or indirectly: Divulge or disclose the names of the Company's policyholders and accounts to any other person, firm or corporations; or Seek to induce, promote or encourage any Company policyholders to relinquish or discontinue their Company policies. The items listed in A and B shall be referred to herein as the "Prohibited Acts".

In the event Agent engages in any of the Prohibited Acts, whether during the term of this Agreement or post-termination, Agent shall forever forfeit all rights to be paid any first year or renewal commissions and such commissions shall revert to the Company.

6. TERMINATION

The Company shall have the right to immediately terminate this Agreement if the Agent, either directly or indirectly, by himself or as the agent of another engages in any of the following:

Engages in any of the **Prohibited Acts** described in Section 5; or

Wrongfully withholds any funds, policies, premium receipts or other property of the Company or an applicant for insurance; or

Violates the insurance laws or regulations of any state in which the Agent solicits applications.

This Agreement shall automatically terminate upon the death of the Agent if the Agent is an individual, the dissolution of the partnership if the Agent is a partnership, or the dissolution of a corporation, if the Agent is a corporation.

Termination of this Agreement shall automatically terminate any previous agreement between the Company and the Agent. If requested, the Agent shall return to the Company at his own expense all rate books and other supplies furnished the Agent which shall remain the property of the Company.

This Agreement, unless otherwise terminated as provided above, may be terminated either by the Company or the Agent by giving the other party thirty days notice in writing at the last known address of such other party.

7. COMMISSIONS AFTER TERMINATION

If this Agreement is terminated under Section 5 or 6A, Agent shall forever forfeit all rights to be paid any first year or renewal commissions and such commissions shall revert to the Company. No additional first year or renewal commissions will be paid to Agent.

Except as set forth in Sections 5 and 6A, if this Agreement is terminated, the Agent shall receive vested commissions with respect to premiums paid to and accepted by the Company on and after the effective date of such termination, as follows:

- On business written by the Agent and his or her appointed or assigned Other Agents, the commission will be paid as provided in the Commission Schedule attached hereto.
- On business written by the Agent and his or her appointed or assigned Other Agents prior to the date of this Agreement, the commission will be paid as provided under the terms of any previous Agreements, except as otherwise provided in the Commission Schedule.
- The commission shall be payable only so long as the total compensation payable exceeds \$600.00 for the calendar year. If the total compensation payable hereunder is less than \$600 for the calendar year, the Agent shall forever forfeit all rights to be paid any additional compensation and such compensation shall revert to the Company.
- In case of the Agent's death, vested commission payments (pursuant to this subsection B) will be made to the surviving spouse or to the estate of the Agent when there is no surviving spouse so long as the total compensation payable exceeds \$600.00 on a calendar year basis.

8. PRIOR AGREEMENTS

This Agreement replaces all prior verbal or written agreements between the Company and the Agent for all business written by the Agent and Other Agents assigned to Agent except for any agreements pertaining to the sale of Medicare Supplement. All first year and renewal commissions on business written under any prior Agreement will be paid in accordance with the provisions of that Agreement. All prior Agreements are otherwise terminated.

9. ARBITRATION

- A. Any and all controversies, disputes, or claims arising out of or relating in any manner to this Agreement or the relationships resulting from this Agreement, including, but not limited to, issues relating to the commissions payable hereunder (a "Dispute"), whether based on or arising from a breach of contract, tort, equity, or seeking any other form or type of remedy under any state or federal constitutional provision or amendment, statute, regulation, court or administrative decision or other law, as well as any question regarding whether a particular controversy is subject to arbitration, shall be submitted to binding arbitration as provided herein.
- B. The Company and Agent agree to reasonably and diligently attempt to reconcile their differences in good faith promptly by negotiations. If they are unable to resolve a Dispute within ten (10) days (the "Negotiation Period"), the Company and Agent agree such Dispute shall be settled solely and exclusively through binding arbitration. The parties intend this Section to be enforceable in accordance with the Federal Arbitration Act (9 U.S.C. Section 1, et seq.), including any amendments to that Act which are subsequently adopted, notwithstanding any other choice of law provision set forth in this Agreement. In the event that either party refuses to submit to arbitration as required herein, the other party may request a United States Federal District Court Houston Division to compel arbitration in accordance with the Federal Arbitration Act. Both parties consent to the jurisdiction of such court to enforce this article and to confirm and enforce the performance of any award of the arbitrators. To initiate arbitration, either party shall notify the other in writing of its desire to arbitrate, stating the nature of the dispute and the remedy sought, and designating an arbitrator (the "Arbitration Demand"). The party to which the Arbitration Demand is sent shall respond thereto in writing within thirty (30) days of its receipt. In such response, the responding party shall also assert any claim, defense and other dispute it may have against the party initiating arbitration and designate its arbitrator. If the second party fails to respond within the time period set forth in this Section, or fails to designate its arbitrator in its response, the party initiating arbitration shall appoint a second arbitrator. The two arbitrators shall select a third arbitrator within thirty (30) days of the designation of the second arbitrator. If they are unable to agree upon the selection of the third arbitrator, they shall,

within such period, each name three (3) individuals of whom the other shall decline two (2), and the decision of the third arbitrator shall be determined by drawing lots from the two remaining designees. All arbitrators shall be active or retired officers of life or health insurance companies and be unaffiliated in any way with the parties and disinterested in the outcome of the arbitration. The arbitrators shall have the power to determine all procedural rules for the conduct of the arbitration. The arbitrators' powers shall also include all legal and equitable remedies, including, but not limited to, money damages, declaratory relief, and injunctive relief. The decision, in writing, of the arbitrators shall be final and binding upon both of the parties. Judgment may be entered upon the final decision of the arbitrators in any court having jurisdiction in deciding the dispute, the arbitrators shall be bound by, and shall faithfully apply, the laws of the State of Texas. The arbitrators are not empowered under any circumstances to award punitive or treble damages, whether at common-law or statutory in source.

- C. The arbitrators shall award the prevailing party in any arbitration all of its reasonable expenses incurred, including, without limitation, attorney's fees. The non - prevailing party shall pay the prevailing party's reasonable expenses and attorney's fees within ten (10) days of entry of judgment. The parties agree to abide by all decisions and awards rendered in the arbitration. Such decisions and awards rendered by the arbitrators shall be final and conclusive.
- D. This arbitration provision is binding upon and inures to the benefit of, the parties and any other person or entity related to or affiliated with the parties, including, but not limited to, the parties' successors, beneficiaries, assigns, trustees, relations, heirs, dependents, officers, directors, contractors, employees, servants, or agents. This arbitration provision will survive any termination, cancellation, revocation, rescission, or performance of the transactions between the parties.
- E. The parties voluntarily and knowingly choose arbitration instead of litigation to resolve any and all controversies, disputes or claims as provided in this provision. The parties understand that the parties have a right or opportunity to litigate disputes through a court, but prefer to resolve their disputes through arbitration. The parties voluntarily and knowingly waive any and all rights they have to a jury trial pursuant to any state or federal constitutional provision or amendment, statute, regulation, court or administrative decision or other law. Agent agrees to waive any class action or collective action against the Company under this provision.

Executed by the Company and the Agent to be effective on the date:

Agent (Print Name if contracting as an Individual)

Agent (Signature if contracting as an individual)

Date

GUARANTEE TO BE EXECUTED IF AGENT IS A CORPORATION

The undersigned do hereby severally, individually and jointly guarantee the full and faithful performance and discharge of all duties, responsibilities, conditions, obligations, liabilities and indebtedness

(Print Corporation Name)

under its Agent Agreement with the Company or Companies designated above, and waive notice of any breach in the performance thereof on the part of said Agent.

Agent (Print Officer or Principal Name)

Agent (Signature Officer or Principal Name)

Date

By : _____
Company Representative (Home Office Use Only)

Date

- The Manhattan Life Insurance Company**
- Family Life Insurance Company**
- Western United Life Assurance Company**
- ManhattanLife Assurance Company of America**
- Standard Life and Casualty Insurance Company**
- ManhattanLife of America Insurance Company**

10777 Northwest Freeway, Houston, TX 77092

ASSIGNMENT OF COMMISSION FOR COMPANY(IES) CHECKED ABOVE

For value received, _____, ("Assignor") hereby assigns, transfers and
Name of Agent Assigning Commissions

set over to the below Assignee all of my right, title and interest in and to all commissions due or which shall hereafter become due to me under the agency contracts or agreements between The Company(ies) identified above and me:

Name _____ (Hereinafter, "Assignee")
Name of Entity/Agent the Assignor is assigning commission

Address _____

Tax ID # _____

This assignment of commissions covers all of my right, title and interest in and to all commissions due or which shall hereafter become due under my agency contracts or agreements with the Company(ies) identified above.

Assignor and Assignee both agree and acknowledge that this assignment of commissions does not affect the right of the Company(ies) identified to (i) deduct from the commissions assigned any amounts now or hereafter owing to it, or (ii) enforce the terms and conditions of the agency contracts or agreements between Assignor and the Company(ies) identified above.

Executed at _____ This _____ Day of _____ 20 _____

Assignor Signature: _____ Assignee Signature: _____

Printed Name: _____ Printed Name: _____

Tax ID #: _____ Tax ID #: _____

Agent #: _____ Agent #: _____

Assignment Consented To and Copy Filed

Company Name: _____

Date _____ By: _____

Title: _____



**ATTACH THE CREDIT CARD AUTHORIZATION FORM, FOR YOUR
CONTRACTING FEES:**

Check which states you wish to become appointed.

Resident	State	Fee	Non-Resident
	Alabama	\$40.00 Individual/Agency	
	Arizona	No Fee	
	Arkansas	No Fee	
	California	\$32.00 Individual/Agency	
	Colorado	No Fee	
	Connecticut	\$20.00 Individual/Agency	
	District of Columbia	\$25.00 Individual/Agency	
	Delaware	\$25.00 Individual/Agency	
	Florida	\$60.00	
	Georgia	\$16.00	
	Hawaii	No Fee	
	Idaho	No Fee	
	Iowa	\$10.00 Individual/Agency	
	Illinois	No Fee	
	Indiana	No Fee	
	Kansas	\$5.00 Individual/Agency	
	Kentucky	\$40.00 Resident \$50.00 Non-Resident Business/Resident \$100.00 Business Non-Resident \$120.00	
	Louisiana	\$30.00 Individual/Agency	
	Maine	\$30.00 Resident Individual/Agency \$45.00 Non-Resident Individual/Agency	
	Maryland	No Fee	
	Massachusetts	\$75.00 Individual/Agency	
	Michigan	\$5.00 Individual/Agency	
	Minnesota	\$30.00 Individual/Agency	
	Mississippi	\$25.00 Individual/Agency	

	Missouri	No Fee	
	Montana	No Fee	
	Nebraska	\$10.00 Individual/Agency	
	Nevada	\$15.00 Individual/Agency	
	New Hampshire	\$25.00 Individual/Agency	
	New Mexico	\$20.00 Individual/Agency	
	New Jersey	\$25.00 Individual/Agency	
	New York	No Fee	
	North Carolina	\$10.00 Health/\$10.00 Life	
	North Dakota	10.00 Individual/Agency	
	Ohio	\$15.00 Health/\$15.00 Life Individual/Agency	
	Oklahoma	\$30.00 Individual/Agency	
	Oregon	No Fee	
	Pennsylvania	\$15.00 Individual/Agency	
	South Carolina	No Fee	
	South Dakota	\$10.00 Resident Individual/Agency \$20.00 Non-Resident Individual/Agency	
	Tennessee	\$15.00	
	Texas	\$10.00 Health/\$10.00 Life Individual/Agency	
	Utah	No Fee	
	Vermont	\$60.00 Individual/Agency	
	Virginia	\$10.00 Health/\$10.00 Life Individual/Agency	
	Washington	\$20.00 Individual/Agency	
	West Virginia	\$25.00 Individual/Agency	
	Wisconsin	\$16.00 Resident \$40.00 Non-Resident Individual/Agency	
	Wyoming	\$15.00 Individual/Agency	

**The Manhattan Life Insurance Company
Family Life Insurance Company
Western United Life Assurance Company
ManhattanLife Assurance Company of America
Standard Life and Casualty Insurance Company
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10777 Northwest Freeway, Houston, TX 77092

I authorize The Manhattan Life Insurance Company, Family Life Insurance Company, Western United Life Assurance Company, ManhattanLife Assurance Company of America, Standard Life and Casualty Insurance Company and ManhattanLife of America Insurance Company (hereinafter the "Company") to electronically deposit my Commissions directly into the financial institution(s) of my choice as specified below. I understand that my earnings advice will electronically post to Agent Portal or Agent Resource Center. I also authorize the Company to withdraw electronically from my account(s) any sum credited in error.

I understand that in the event I incur a commission debt to the Company, it will not debit my account without prior permission from me.

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

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

Please Check Box: New Change

(A voided check or statement containing pertinent banking information, such as bank transit/routing number and bank account number is recommended but not required.)

Account Type: Checking Savings

Deposit Account

Bank Name _____

Transit/Routing No. _____ Account No. _____

Agent No.: _____

Payee Name: _____

Social Security or TIN No.: _____ Phone No.: _____

Please print name and title of authorizing party

Signature of authorizing party (REQUIRED)

Date

Return completed form to:

MandiDoucet@ManhattanLife.com and/or

YoselinGallardo@ManhattanLife.com

AllCo-EFT 0919



ManhattanLife[™]
Standing By You. Since 1850.

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____	<small>(Applies to accounts maintained outside the U.S.)</small>
	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. Also see *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.

Purpose of Form

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

- Form 1099-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-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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

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.

a. **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: 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 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** 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.

d. **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. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity 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, “Business name/disregarded entity name.” 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, you may enter it on line 2.

Line 3

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

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	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 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 in 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 possession, 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 possession
- 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
- 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

Credit Card Authorization for Agent Appointment Fee

Please check the box next to the type of policy and your insurance company's name.

- Manhattan Life Family Life Western United Life
 ManhattanLife Assurance Standard Life ManhattanLife of America

Credit Card Information

Type of Card

- VISA MasterCard American Express Other:

Name as it appears on Credit Card:

Credit Card Number:

Expiration Date:

CVC Code:

Zip Code :

Name of Appointed Agent or Company Fee is being Paid for:

AUTHORIZATION TO HONOR CHARGES MADE BY COMPANY REFERENCED ABOVE

By Signing below, I authorize (MLIC/FLIC/WULA/MAC/SLAC/MOA) to charge the above credit card for my appointment fee(s) in the amount of \$_____.

Please enter the State(s) that you are paying fees for:

States: _____

Signature of Cardholder

Date Signed

**Manhattan Life Insurance Company
Family Life Insurance Company
Western United Life Assurance Company
ManhattanLife Assurance Company of America
Standard Life and Casualty Insurance Company
ManhattanLife of America Insurance Company**

Stability

Manhattan Life Insurance Company has been dedicated to serving America successfully since 1850. Our business has prospered for more than 150 years because we have held fast to a high ethical standard of fair minded and quality service to our policyholders.

Innovation

With the cost of employee benefits rising at ever increasing annual rates, employers today are faced with daunting health care challenges. Many small and mid-size employers are unable to afford major medical coverage for their employees. ManhattanLife Assurance offers innovative alternatives. As a leading company in providing life and health benefits, ManhattanLife Assurance designs innovative products and services.

Responsive Service

Recognized by industry consultants for our "Responsive Home Office," we pride ourself on providing the highest quality customer service to our customers. Our experienced and professional staff realizes that clients have a choice and we are committed to providing them with competitive, fast, efficient and personal service. Whether it is Manhattan Life, ManhattanLife Assurance, Family Life, ManhattanLife of America, or Western United Life our Companies are committed to you.

Company Policy:

All Company contracts and agreements provide that, if an agent commits any offense which would be a basis under any insurance code for denial or revocation of agent's license, the Company shall have the right to terminate the contract or agreement and all rights to receive commissions. All insurance codes provide that an agent's license may be denied or revoked if the agent materially misrepresents the terms and conditions of insurance policies or contracts, has been guilty of fraudulent or dishonest practices, or has otherwise shown untrustworthiness in the conduct of business and has exposed the public or those whom they are dealing to the danger of loss through wrongful acts of or practices.

TWO OF THE MOST SERIOUS OFFENSES ARE AS FOLLOWS:

1. Forgery. Signing an applicant's name or initials to any document involved in the insurance contract, including amendments, or making any changes in such documents without the applicants signature or initials.
2. Personal use of funds. Using the agent's own funds for binding an insurance risk with the initial premium (cash with application).

Such unauthorized conduct is a violation of any agent's duty under the insurance codes and could lead to a conviction under the criminal law. It cannot be tolerated under any circumstances. Because the maintenance of Manhattan Life Insurance Company, Family Life Insurance Company, ManhattanLife Assurance Company of America, Standard Life and Casualty Insurance Company, ManhattanLife of America Insurance Company and Western United Life Assurance Company's reputations with prospects, policyholders, lending institutions, and others requires the highest integrity on the part of the agents, it is our policy to terminate for cause the contract or agreements of any agent who commits an offense of the sort mentioned above.



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Underwritten by:

Manhattan Life Insurance Company

Family Life Insurance Company

Western United Life Assurance Company

ManhattanLife Assurance Company of America

Standard Life and Casualty Insurance Company

ManhattanLife of America Insurance Company

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