



Upon acceptance by Americo of your Agent/Agency/Independent Marketing Organization Application, you will receive correspondence welcoming you. This correspondence should be filed with your Agent/Agency/Independent Marketing Organization Agreement as it represents Americo's Written Acceptance of your contract.

Contracting Checklist

Detailed below are all requirements that must be received in our office for the contracting process to begin.

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Consumer Report Authorization (Required)	Please read, sign and return the Consumer Report Authorization Form (Form # 14-194-1)
Individual/Entity Application	Please list your legal name as shown on your resident license when completing all paperwork. If you are applying as an individual, you do not have to complete the "Business Entity Background Section".
	Legal entities, e.g. corporation/LLC/partnership ("Business Entity") – must complete and return the "Business Entity Information" and "Business Entity Background Questions" as well as questions 1, 2, and 3 on the Individual Background Section.
	The application must be complete, signed and dated in order to be considered.
Insurance License(s)	Please indicate the licenses under which you and/or your Business Entity or Business Entities will be soliciting business. We will verify the license status via the Producer Database, so copies ARE NOT required.
Appointment(s) (Resident and Non-Resident)	For your convenience, Americo does not require you to submit up-front payment for non-resident appointment fees. These charges will be deducted directly from your commissions due under the Agreement upon our acceptance of the Agreement or once the first piece of business has been submitted in a given non-resident state, depending on the state's regulations. Americo will pay resident appointment fees. Go to www.AmericoAgentAppointmentFees.com for a full list of non-resident appointment fees for each state.
	If you are appointed in Virginia, the state requires all newly appointed agents to review an Administrative Letter on their website: http://www.scc.virginia.gov/boi/
	For a complete list of all Virginia Administrative Letters that you should review, please go to http://www.scc.virginia.gov/boi/
E&O Certificate	Americo requires agents to carry E&O coverage of at least \$1 million dollars on certain products, and may in its sole discretion, require such coverage on all products. Please provide us with a copy of your current inforce E&O certificate. Your certificate must indicate coverage for any line of business you sell.
Anti-Money Laundering (AML) Training Certification	All agents who write cash value products (including but not limited to, universal life, whole life, and annuities) must complete Anti Money Laundering (AML) training through LIMRA or an approved provider. If you have completed training through LIMRA within the past 2 years please provide the course name and the date you completed training in the AML section of the application. If training has been completed through another course provider please provide a copy of your certificate. Agents writing cash value products must complete the AML training via LIMRA prior to submitting a policy application.
Product Specific Training/ Continuing Education	All agents must complete product specific training required by Company and general continuing education (CE) requirements required by your state of licensure prior to solicitation. Not doing so will require a new policy application. No policies will be issued and commissions will not be due or payable until such training has been completed.
Direct Deposit/EFT	Americo offers daily, weekly or monthly pay via electronic funds transfer (EFT) into your checking/savings account.
Assignment of Commissions (Optional)	To be completed if commissions are to be assigned to another Business Entity/individual. Please ensure the form is signed by the Agent and Assignee. (Form # 02-049-1)
Commission Advance	Complete and return if requesting Advance Commissions. (Form # 02-050-1)

Addendum (Optional)



SMC-010100 (05/24)

Home Office: Dallas Texas Administrative Office: PO BOX 410288, Kansas City, MO 64141-0288

52675 (05/24)

AGENT/AGENCY/INDEPENDENT MARKETING ORGANIZATION AGREEMENT WITH AMERICO FINANCIAL LIFE AND ANNUITY INSURANCE COMPANY

1. COMPANY-REPRESENTATIVE RELATIONSHIP

This Agent/Agency/Independent Marketing Organization ("IMO") agreement ("Agreement") is entered into between Americo Financial Life and Annuity Insurance Company (the "Company", "we" or "our"), and the applicant identified on the signature line below. Additional companies affiliated with the Company ("Company Affiliates", together with Americo, "Companies") may be designated as additional parties to this Agreement from time to time at the sole discretion of the Company. If an additional Company Affiliate is added as an additional party hereto by the Company and provided that you have been appointed by that Company Affiliate as its agent/broker as provided herein, you will be notified of such addition and that Company Affiliate will be added to this Agreement automatically without the need for any additional signatures thereon and you will be subject to all of the same terms of this Agreement as well as those that may be amended from time to time.

Upon acceptance of your Agent/Agency/Independent Marketing Organization Application, the Company or Company Affiliate hereby appoints you as its agent/broker ("Agent", "you" or "your") to represent Company, and if applicable, the Company Affiliates, in connection with the insurance products that you have been approved by the Companies to sell on the Companies' behalf (our policies), in accordance with this Agreement. You may be appointed by any of the Companies upon written acceptance by an authorized representative of the specified Company, or Company Affiliate. Your right to represent the Companies and perform functions under this Agreement is contingent upon your being licensed in each state and other jurisdiction in which you intend to perform functions under this Agreement and are actually appointed by the Companies, as applicable. You are deemed to have a separate contract enforceable by and against each of the Companies to which you are appointed, which contract shall mirror the terms and conditions of this Agreement. No consumer application will be accepted, approved, or bound prior to the effectuation of your appointment. This Agreement supersedes any prior contracts or agreements between you and the Company, and if applicable, the Company Affiliates.

2. AGENT RIGHTS AND RESPONSIBILITIES

- a. INDEPENDENCE. You and the Company agree and confirm that you shall perform your obligations hereunder as an independent contractor and nothing in this Agreement is intended to create an employer and employee relationship between you or any of your officers, directors, employees or representatives and the Company. You are free to exercise your discretion and judgment as to time, place, and means of performing all acts hereunder. You shall not possess or exercise any authority on behalf of the Company other than that expressly conferred pursuant to this Agreement.
- b. TERRITORY, NON-EXCLUSIVITY. This Agreement does not constitute, nor will it be deemed to be, an exclusive appointment of Agent by the Companies, and consequently, you have no exclusive territories. Your territory is any state or other jurisdiction in which both you and the Companies are authorized to do business under applicable law.
- **c. AUTHORITY.** We authorize you, subject to the provisions of this Agreement:
 - 1. to solicit applications for policies described in the Schedule of Commissions, with the express understanding that you are obligated to promptly forward all applications to the Company for consideration before any risk will be bound,
 - 2. to collect the full initial premium solely in a form payable directly to the Company for all policies to be issued, with the express obligation that you will promptly submit all premium collected to the Company,
 - to deliver policies in accordance with any and all applicable state and/or federal laws as well as any delivery requirements of the Company on a timely basis, and
 - 4. to make reasonable efforts to maintain the Company's policies in force and to provide reasonable assistance to the Company's policyholders.

d. COMMISSIONS.

1. Agent's Commissions. With respect to Agents, we will pay you, as full compensation for all services rendered and expenses incurred by you in accordance with the terms of this Agreement, first year and any applicable renewal commissions, at the rates provided and subject to the terms and conditions contained in the SCHEDULE OF COMMISSIONS ("Commissions"), which will be provided to you from time to time by your Independent Marketing Organization or as will be posted on the Americo.com website. The Schedule of Commissions may be changed, effective either upon notice to you by your Independent Marketing Organization or by the Company posting updates to the Americo.com website. Any subsequent applications solicited by you shall be paid in accordance with such change. These commissions will accrue on premiums paid to the Company for policies issued from applications procured by you while this Agreement is in effect. Commissions will continue to be paid until the total commissions earned annually are equal to or less than \$500.00, in the aggregate for the Company and the Company Affiliates, at which point no further commissions will be due or payable. Any compensation payable will be subject to the minimum amounts and pay frequency in place by the Company from time to time.

2. General Agent's (General Agent is an agent or agency with any downline hierarchy) and IMO Commissions. Subject to Section 3(h) [Assignment], with respect to General Agents and IMOs, the Company will directly pay commissions to your agents according to the applicable Agreement and Schedule of Commissions. By making such payments, the Company will fully discharge its obligations to you and your agents to the extent of such made payments. To the extent commissions vest under this Agreement and the Agreements of your agents, there will be no reversion to you of commissions due to your agents. Commissions will continue to be paid until the total commissions earned annually are equal to or less than \$500.00, in the aggregate for the Company and Company Affiliates, at which point no further commissions will be due or payable. Any compensation payable will be subject to the minimum amounts and pay frequency in place by the Company.

- 3. We reserve the right to withhold compensation due hereunder and under any applicable Agreement at any time pending any inquiry or investigation of you or your agents by the Company or any governmental agency or authority for alleged improper conduct until such time as such inquiry or investigation has been concluded without any findings of improper conduct. This provision shall not affect any of our rights under this Agreement or any applicable Agreement, including, without limitation, our ability to terminate the Agreement pursuant to its Termination provisions.
- 4. Agents may designate and change the beneficiary to receive commissions, fees, and other compensation payable to the Agent that have not been paid at the time of the Agent's death. Any beneficiary designation, or change thereof, shall be effective upon receipt by Company, in a form acceptable to Company. If no beneficiary designation is in effect upon the death of Agent, commissions, fees and other compensation owed to the Agent will become non-vested after 90 days after which no other compensation will be owed. The rights of any beneficiary, will cease upon the death of the beneficiary and shall be subject to the rights of any assignee of this Agreement, including the Company, and no such assignment shall require the consent of any beneficiary. This section shall survive the termination of this Agreement.
- e. LICENSING AND REPORTING OBLIGATIONS. Agent shall secure and maintain such licenses as are necessary to perform Agent's obligations under the terms of this Agreement and as required by law. Agent shall notify Company in writing immediately upon any expiration, termination, suspension or other action by a governmental authority affecting Agent's license. Agent is responsible for paying all initial licensing fees and all applicable license renewal fees. Company will pay for your initial resident appointment. You will bear the costs of any non-resident appointment fees. Go to www.AmericoAgentAppointmentFees.com for full list of non-resident appointment fees for each state.
- f. OTHER EXPENSES. The Company will provide you with application forms, medical examination forms and the various papers necessary to write and service policies. You will be responsible for all other business expenses.
- g. ADVERTISING AND SALES PROMOTION. We will furnish advertising materials to you, including circulars and other Company printed sales material. No changes may be made by you for such advertising materials, nor any other advertising material be used, in each case, without prior written approval. We will consider your suggestions for specialized solicitation material, but none may be used without our prior written approval. Company may incorporate your suggestions in current or future materials, such incorporated suggestions shall be the sole and exclusive property of Company. You waive any right, title or interest in the aforementioned materials. You will, at all times, comply with all applicable state laws and regulations in connection with the provision of your services under this Agreement, including, but not limited to, the use of all such authorized advertising materials.
- h. REGULAR STATEMENTS. We will make available to you statements of your earnings, commission advances, charges and reductions or repayments of indebtedness. We reserve the right to charge an administrative fee if you elect to receive paper statements when electronic statements are available. The Company must be notified in writing of any disputed amounts or transactions within ninety (90) days of the transaction date. No amounts or transactions may be disputed by you more than ninety (90) days after the transaction date.
- i. MONEY LAUNDERING. We have processes in place to comply with United States laws concerning fraud and money laundering. We expect you to be aware of those laws relating to money laundering, and to comply with them. Such laws include, but are not limited to, the International Money Laundering Abatement and Anti-Terrorism Financing Act of 2001 (Title III of the USA PATRIOT Act). You will adhere to the Company's Anti-Money Laundering (AML) guidelines, which may be amended from time to time by the Company; gather all necessary information needed to confirm the identity of applicants for the Company's products; complete the AML training required by the Company and immediately report suspected AML-related activity to the Company's AML officer.
- j. **COMMUNICATIONS.** As a condition of the authority granted to you hereunder, you shall adhere to all policies, procedures and instructions related to the selling of insurance on the Company's behalf that are communicated to you or otherwise made available to you by the Company, from time to time, in any manner or medium, no matter how labeled or transmitted. In the event that you opt out or do not avail yourself of any of the Company's forms of communication, you will be deemed to have received any Company communication made in that form, whether actually received or not, and will be responsible for complying with the contents of same.
- k. PCI COMPLIANCE. In the event that you engage in payment card transactions as part of the services provided to a customer, you shall comply with the Payment Card Industry Data Security Standards (PCI DSS) published by the PCI Security Standards Council, as the PCI DSS may be amended, supplemented, or replaced from time to time, and as applicable to the transactions processed by you. You accept all

responsibility for security of the cardholder data in your possession, even if you have separately contracted with a third party. For purposes of this Section, "Cardholder Data" means the numbers and other data assigned by card issuers to identify cardholders' accounts (including all data within the magnetic stripe), data about card transactions and other personal information of cardholders. You shall also defend, indemnify and hold harmless the Company and its affiliates, and their directors, officers, employees, successors and assignees from any and all claims, losses, liabilities, suits, actions and damages associated with any and all payment card transactions and or security of cardholder data that may result.

- I. COOPERATION. You will fully cooperate with the Company in any state or federal regulatory inquiries, investigations or proceedings, any matters of litigation, or any matters pertaining to Company products, policies, policyholders, customers, claimants, or agents of the Company, to the extent that they are related to matters pertaining to this Agreement.
- m. GENERAL AGENTS AND INDEPENDENT MARKETING ORGANIZATIONS RIGHTS AND RESPONSIBILITIES. With respect to General Agents and/or Independent Marketing Organizations, you agree that you have the following additional rights and responsibilities:
 - 1. you may solicit applications for policies described in the Schedule of Commissions through your agents appointed with our approval,
 - 2. you may recruit agents to solicit applications for policies,
 - 3. you shall exercise proper supervision to assure the faithful performance by your agents,
 - 4. you shall provide training and support to your agents, as required by law or the Company,
 - 5. you shall repay in full amounts owed to the Company, or Company Affiliates, by your agents upon demand. You may have the right to recoup from your agents any amounts paid by you to the Company or Company Affiliates, and
 - 6. you may collect override commissions or other compensation in states where insurance laws and or regulations permit commissions to be paid to agents who do not participate in any part of the insurance transaction.
- n. REPORTING OBLIGATIONS. Agent shall notify Company in writing immediately upon receiving notice of any misdemeanor or felony charges or any actions including, but not limited to, conviction by any governmental authority for commission of any act involving fraud, dishonesty, breach of trust, theft, misappropriation of money or breach of any fiduciary duty relating to the Agent or any of its officers, directors, employees, agents, representatives or affiliates, including, without limitation, anyone in your downline or hierarchy or anyone acting on your behalf. Agent shall notify Company no later than two (2) business days after Agent receives a written notice of any complaint from any policyholder or agent relating to any policy, this Agreement or Agent's performance of its obligations hereunder and shall promptly deliver all such complaints and related documentation to Company. You shall cooperate with Company in resolving any such complaints. Agent shall maintain a record of all written and telephonic complaints and shall maintain such records for a period of not less than seven (7) years, or longer if required by applicable law. Agent shall immediately notify Company in writing upon receipt of any inquiry, complaint, summons or process from or before a governmental authority or upon obtaining knowledge of any legal or administrative claim, action, investigation or proceeding against Company or a Company Affiliate or which involves Company along with each such written complaint, summons, process, legal or administrative claim, action, investigation, or proceeding. Company shall direct and control all responses to such inquiries, complaints, summons, process, legal or administrative claim, action, investigation or proceeding as allowed by applicable law, and all resolutions thereof, and the Agent shall cooperate with Company in resolving and responding to all such matters.

3. COMPANY RIGHTS AND RESPONSIBILITIES

- a. RESERVATION OF AUTHORITY. The Company reserves and retains the exclusive authority to, and you shall not, take any of the following actions:
 - 1. make, alter, discharge, terminate or cancel any contract to which the Company is a party or otherwise bound,
 - 2. waive or modify any terms, rates, conditions, or limitations of any policy,
 - approve evidence of insurability, or bind or commit the Company on any risk, or in any manner except as expressly outlined in the Conditional Receipt
 - 4. deliver any policy where the health of the proposed insured at the time of the delivery is other than as stated in the application for insurance,
 - 5. collect any premiums after the initial premium without prior written approval from the Company,
 - 6. extend the time for any premium payment, or reinstate any lapsed policy,
 - 7. adjust or settle any claim, unless specifically directed by the Company,
 - 8. solicit applications in any state or jurisdiction without a valid insurance license for such solicitation,
 - 9. enter into any legal proceedings pertaining to the Company's business, except as noted in paragraph 4(e),
 - 10. exercise any authority on our behalf, other than as expressly authorized by paragraph 2...
 - 11. publish or circulate any advertisements, sales literature, illustrations or other printed materials referring to the Company or its products or officers without the Company's prior written consent,
 - 12. incur any expenses in our name, without prior written approval from Company, and
 - 13. approve or disapprove any of your agents. The Company's approval will be evidenced by our entering into an Agent Agreement with each of your agents.
- b. RESERVATION OF RIGHTS. With reasonable notice to you, the Company specifically reserves the right to
 - 1. discontinue or withdraw any policy form from any state,
 - 2. modify or amend any policy form or its premium rates,

- 3. determine maximum and minimum limits on any policy.
- 4. modify or change the conditions or terms under which any policy may be offered,
- 5. implement and modify any rules and regulations of the Company,
- 6. cease doing business in any state or geographically defined area,
- 7. modify any Schedule of Commissions and the posting of any modifications on Americo.com by the Company shall constitute reasonable notice,
- 8. make periodic revisions to this Agreement and addendum or addenda thereto,
- 9. terminate any of your agents, according to the applicable provisions of the Agent Agreements,
- 10. assess you or your agents' unpaid charges, fees and other amounts as specified in our Agent Agreement and our rules and regulations,
- 11. demand payment or repayment of any indebtedness to the Company by you or your agents at any time, and
- 12. withhold commissions upon receipt of notice of a lien.
- c. SECURED OBLIGATIONS. In order to secure the full and prompt payment of any and all indebtedness due from you or your agents to us or guaranteed by you, the Company will have a security interest and first lien on any monies due at any time to the Company or Company Affiliates under the Schedule of Commissions or any applicable addendum. In addition to any statutory or other legal basis, the Company will have the right of offset and, at any time, may deduct from any monies, or other rights due you, such indebtedness together with interest at the maximum rate allowed by the law of your state and any attorneys' fees and collection costs incurred by us. Any compensation due to you from the Company or Company Affiliates is also subject to a security interest and may be offset against any indebtedness owed by you to the Companies.
- d. INDEBTEDNESS. In accordance with the terms of this Agreement, you are responsible for your debt and the debts of your agents and general agents. For purposes of this paragraph, agents include, but is not limited to, all agents and/or entities who are or have ever been in any of your downlines or hierarchies. Upon termination of this Agreement for any reason, the entire amount of all monies due from you, and/or any and all of your agents or general agents will be immediately due and payable on demand, and you are responsible for ensuring that the debt is paid in full. This does not waive the Company's right to request payment on demand of any indebtedness, at any time, that is due and payable to the Company or Company Affiliates by you, your agents, or your general agents. Monies due to you that are subject to offset include, but are not limited to, Commissions, Override Commissions, any compensation that is payable to you by anyone in any of your hierarchies or your downlines as authorized by this Agreement, and the applicable Assignment of Commissions. Additionally, you authorize the Company to offset against any and all sources of compensation which may include other Agent Codes that are payable to you or entities for which you are the principal or owner.

You hereby agree that if you are terminated for indebtedness, any amounts owed to you from the Company or Company Affiliates, will immediately become non-vested and any compensation in any form, present or future, will no longer be due or payable to you. The Company may agree to enter into a repayment plan with you. Defaulting on any repayment plan agreed to by the Company will result in any amounts owed by you, becoming immediately due and payable.

The Company hereby reserves the right (and you hereby consent) to charge interest on any outstanding indebtedness.

- e. VESTING. Except as otherwise stated in this Agreement, vesting rules are set by the applicable Independent Marketing Organizations. Refer back to your Independent Marketing Organization for vesting rules.
- f. RULES AND REGULATIONS. The Company has the right, from time to time, to unilaterally amend or modify this Agreement and/or make or modify the rules and regulations governing the issuance of its policies, the administration of this Agreement and such other matters as the Company deems appropriate to further define the responsibilities and obligations of the parties hereunder. We will promptly provide you with any such modifications, amendments or new rules and regulations. Upon issuance of such notification, if you continue to exercise any rights or authority granted to you under this Agreement, you shall be deemed to have accepted any such amendments, modifications or rules and/or regulations.
- g. MATERIALS AND RECORDS. All materials and their content which we provide you or, approve for your use or any other information pertaining to our products, will remain our sole and exclusive property, and will be used only for the purpose of solicitating applications for Company policies and may not be used for any other purpose without our prior written approval. The Company has the sole right to define what materials and the content to which you will have access. Upon termination of this Agreement, or at any time instructed by the Company to do so, you will destroy all materials in any way related to the Company, its customers or its products including, but not limited to, Confidential and Proprietary materials, and any and all materials bearing the Company's name or logo such as forms, letterhead, and business cards, etc. Upon request, you will certify to the Company in writing the destruction of all such materials in your and your agents' possession and control ("Certification of Destruction").
- h. **ASSIGNMENT.** All Commissions are due and payable to the Agent. Agent shall not assign any Compensation due or to become due unless approved in advance, in writing by the Company. Any assignment will be subject to the first lien and right of offset of the Company set forth herein. Agent shall not delegate or assign any authority or obligation granted herein to any person or entity without Company's express prior written authorization. Agent shall have no power or authority other than the power and authority expressly granted in this Agreement and no other greater power or authority shall be implied from the grant or denial of powers specifically mentioned herein.

i. AUDIT. Your accounts, ledgers, correspondence and other records pertaining to this Agreement shall, at all times, be open to inspection and audit by authorized representatives of the Company or any of its reinsurers, regardless of any termination of this Agreement. The Company shall have the right, during normal business hours and with reasonable notice, to inspect, audit and make copies from your books and records for the purpose of verifying your compliance with the provisions of this Agreement.

j. PRIVACY SAFEGUARDS. You will read, accept and abide by the terms and conditions of the privacy statements and policies set forth from time to time on the Company's website. You will use, store and access policyholder information in full compliance with any applicable state and/or federal laws, regulations, rules or standards.

You shall implement Information Security safeguards designed to protect consumer Personal Information maintained or stored by you that are no less rigorous than accepted industry standards. You shall ensure that all such safeguards comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement.

In the event you know or reasonably believe that there has been an unauthorized acquisition, receipt, transmission of or access to any policyholder information maintained or stored by you (in any manner), that may compromise the security, confidentiality, or integrity of any protected policyholder information ("Security Breach"), you shall within forty-eight (48) hours notify the Company of such Security Breach and provide information regarding its policyholders as requested.

In the event there has been a Security Breach of information maintained or stored by you, you, solely at your own cost, will take any and all remedial steps required by state or federal law, including, but not limited to, all notification requirements to individuals or governmental agencies subject to the Company's prior approval. Such approval shall not be unreasonably withheld.

Consistent with Section 4(d) of this Agreement, you shall indemnify and hold the Company harmless from and against any and all claims, demands, actions, suits, administrative proceedings and investigations, losses, damages, judgments, settlements, liabilities, costs, penalties and expenses (including attorney's fees) caused directly or indirectly by an act or omission of yours, your Agents, anyone in your downline or hierarchy or anyone acting on your behalf arising out of or in any way connected with any Security Breach.

4. RIGHTS AND RESPONSIBILITIES OF BOTH PARTIES

- a. RECORDS. Both parties will keep proper records, as necessary, relating to the business transacted under this Agreement.
- **b. CONDUCT OF BUSINESS.** Both parties will conduct their activities as authorized and contemplated by this Agreement in accordance with applicable laws and regulations. Both parties agree to treat each other on a fair and equitable basis in all dealings.
- c. **SUPERVISION.** You will supervise your employees and agents who solicit and process applications for our insurance policies as provided in this Agreement and will cause them to comply with all applicable laws, rules, regulations, and obligations imposed on them or on you. The Company agrees to treat them as fairly and equitably as we treat you.

d. INDEMNIFICATION.

- 1. You shall defend, indemnify, protect, and hold Company and Company Affiliates, and their respective directors, officers, employees, successors and assignees harmless from and against any and all liability for claims, suits, regulatory or administrative proceedings and investigations, losses, damages, costs, penalties and expenses, including but not limited to court costs and reasonable attorneys' fees related thereto, arising out of or incurred by reason of (1) a breach of this Agreement, or (2) any actual or alleged negligent or intentional act, error or omission by you, your Agents, anyone in your downline or hierarchy or any one acting on your behalf, or (3) any other act, error, violation, omission, or breach relating to any obligation under any applicable statute, regulation or other applicable law including but not limited to the Telephone Consumer Protection Act or similar laws and regulations, on the part of you, your Agents, anyone in your downline or hierarchy or others acting on your behalf in placing business pursuant to or carrying out the terms of this Agreement except to the extent such act, error, violation, or omission was expressly and knowingly authorized, in writing by the Company. Your indemnification obligation includes all costs, expenses and attorneys' fees incurred by Company to enforce this indemnity obligation.
- 2. The Company shall defend, indemnify, protect, and hold you harmless from and against any and all liability for third-party claims, suits, regulatory or administrative proceedings and investigations, losses, damages, costs, penalties and expenses, including court costs and reasonable attorneys' fees related thereto, arising out of or incurred by reason of (1) a breach of this Agreement, or (2) any actual or alleged negligent or intentional act error or omission by the Company, or (3) any other act, error, violation, omission, or breach relating to any obligation under any applicable statute, regulation or other applicable law, on the part of the Company or others acting on Company's behalf (other than you, your Agents, anyone in your downline or hierarchy or any one acting on your behalf) in the placement of business pursuant to or carrying out the terms and conditions of this Agreement except to the extent such act, error, violation or omission was expressly and knowingly authorized by you. Company's indemnification obligation includes all costs, expenses and attorneys' fees incurred by Agency to enforce this indemnity obligation.
- 3. The indemnified party shall promptly notify the indemnifying party of any claim for which indemnification is sought, following actual knowledge of such claim, provided however that the failure to give such notice shall not relieve the indemnifying party of its obligations

hereunder except to the extent that such indemnifying party is materially prejudiced by such failure. In the event that any third-party claim is brought, the indemnifying party shall have the right and option to undertake and control the defense of such action with counsel of its choice, provided however that (i) the indemnified party at its own expense may participate and appear on an equal footing with the indemnifying party in the defense of any such third-party claims, and (ii) the indemnified party may undertake and take control of such defense in the event of the material failure of the indemnifying party to undertake and control the same.

Notwithstanding any election by the indemnifying party to undertake and control the defense of any third-party claim, the indemnifying party will not, without the prior written consent of the indemnified party (which consent shall not be unreasonably withheld), pay, compromise or settle any such third-party claim where (1) the indemnifying party has not acknowledged its obligation in writing to provide full indemnification therefore to the indemnified party under this Agreement, or (ii) such payment, compromise or settlement (a) does not provide a full and unconditional release of the indemnified party from the subject matter of the claim, (b) imposes any liabilities or obligations on the indemnified party or (c) provides for relief other than monetary damages.

- e. SERVICE. Both parties will provide prompt and professional service to our policyholders. By accepting compensation for the policies sold, you acknowledge that the actual policies sold and in force are the property of the Company. As such, you and your agents will not take any actions that suggest to, or encourage the policyholder to, surrender, lapse, or replace the policy or to cease premium payments. Any such activity gives us the right to terminate this Agreement for cause. Such termination shall not be considered a waiver of the Company's right to seek damages arising from your conduct.
- f. ORAL REPRESENTATIONS. Both parties confirm that no oral promises or representations exist which are not included in this Agreement.
- g. IMO CONTRACT RIGHTS. Both parties recognize the rights of Independent Marketing Organizations to all of their contracted agents, provided that such contracted agents have written new business defined as a submitted application for the Company's insurance products during the six-month period immediately preceding a request to transfer the agent to another Independent Marketing Organization. If agents contracted by an Independent Marketing Organization have written new business for the Company during the six-month period immediately preceding a request to transfer the agent to another Independent Marketing Organization or General Agent, transfer will be allowed under the following circumstances:
 - 1. With a written release by the current Independent Marketing Organization;
 - 2. Without a written release if the Agent is terminated by the Independent Marketing Organization for reasons other than the "Termination For Cause" reasons listed in Section 4(j) of this Agreement; or
 - 3. Without a written release if the Independent Marketing Organization self-terminates; or
 - 4. Without a written release, six months after a request to transfer has been received by the Company (hereinafter "the Notice Period"). During the Notice Period, the agent may continue to write business under the then current IMO without resetting the notice period and or release date. Nothing within this provision will affect or alter the current Independent Marketing Organization's or General Agent's right to override commissions or other compensation generated during the Notice Period.

If Agents contracted by an Independent Marketing Organization transfer to another Independent Marketing Organization or General Agent, with a current Company Agreement, any debt that may exist at the time of transfer or arises following the transfer regardless of when the policy was written will transfer with the Agent and the new Independent Marketing Organization and General Agent shall bear liability for such indebtedness. This paragraph is not intended to limit the Company's right to collect debts directly from the Agent.

- h. **TERMINATION WITHOUT CAUSE**. Termination under this clause will not impair any contractual rights to Commissions under the terms of the Schedule of Commissions. This Agreement may be terminated without cause as follows:
 - 1. by either party giving written notice, mailed to the other party's last known address or sent electronically to the last known email address where permitted by state law, and within the timeframe required by the law of your state. Termination shall be effective upon the date of the written notice of termination,
 - 2. by Company upon your failure to provide us with a current resident mailing address whether or not required by state law, or a current email address if your state allows for termination notice to be delivered by electronic means,
 - 3. by Company upon your failure to produce an adequate volume of business, as determined in our sole discretion, or to maintain an inforce persistency or policy placement rate acceptable to the Company, in its sole discretion, or
 - 4. upon the termination of the Agent Agreement of your General Agent or Independent Marketing Organization.
- i. AUTOMATIC TERMINATION. Termination under this clause will not impair any contractual rights to Commissions under the terms of the Schedule of Commissions. This Agreement will automatically be terminated as follows:
 - 1. when you die or become insolvent if you are an individual,
 - 2. upon the dissolution, insolvency or assignment for the benefit of creditors, if you are a Business Entity,
 - 3. upon the death of one or more partners, if you are a partnership, or
 - 4. upon your failure to acquire or continuously maintain all licenses required by law.
- TERMINATION FOR CAUSE. This Agreement may be terminated by Company for cause as follows, if you:
 - 1. cause or attempt to cause any policyholder of the Company or the Company Affiliates to discontinue any policy, or discontinue contributions to any annuity contract,

2. withhold any funds, Commissions, Commission Overrides or any other compensation payable that rightfully should have been transmitted to an agent of the Company,

- 3. withhold any premium, receipts, documents, correspondence, or any other funds that rightfully should have been transmitted to the Company,
- 4. solicit, directly or indirectly, or hire any of the employees of the Company or the Company Affiliates,
- 5. cause or attempt to cause employees or agents of ours to discontinue their association with the Company or Company Affiliates,
- 6. fail to promptly return any property belonging to us when requested to do so,
- 7. have a final judgment of felony conviction involving dishonesty or breach of trust, or any offense under Title 18 U.S. Code, Sec.1033,
- 8. have a license revoked or suspended in any state or jurisdiction,
- 9. have a required bond refused or cancelled,
- 10. misrepresent any of our products or services,
- 11. misrepresent or omit any material information on an application for, or reinstatement of our policy,
- 12. commit or attempt to commit fraud, against the Company or a policyholder,
- 13. fail to comply with material terms of this Agreement, including but not limited to 2(I) Cooperation, or our stated rules and regulations
- 14. violate Company's licensure and background standards,
- 15. falsify or alter material information provided to us, or fail to provide any material information to the Company upon request, or
- 16. violate any state or federal law that would preclude you from obtaining or maintaining an insurance license.

Upon termination for cause, you will have no further rights under this Agreement to any Commissions, Commission Overrides or other compensation otherwise payable under the terms of this Agreement and the Schedule of Commissions. A termination for cause will be effective upon your conviction of a felony or any crime under Title 18 U.S. Code, Sec. 1033, or revocation of your license to sell insurance, or upon the Company sending you a written notice of termination which specifies one or more of the above reasons for termination for cause. A termination for cause may trigger reporting requirements to state departments of insurance.

k. FINAL ACCOUNTING, PAYMENT OBLIGATIONS AND RECOVERY RIGHTS.

- 1. Upon termination of the Agent Agreement of any of your agents for cause or without cause, the entire amount of all monies due from such terminated agents, will be immediately due and payable on demand, and you will be solely responsible for payment to the Company of such debt in full. Such responsibility will include the indebtedness of all agents for which you receive an override, recruit to solicit policies on behalf of the Company, or where you have guaranteed the indebtedness.
- 2. Upon termination of this Agreement for any reason, the entire amount of all monies due from you, and any and all of your agents, will be immediately due and payable on demand, and you are solely responsible for assuring that the debt is paid in full. This does not waive the Company's right to request payment on demand of any indebtedness, at any time, that is due and payable to the Company.
- You may have the right to recover from your agents amounts owed to you by your agents under the terms of this Agreement, together with interest, all costs of collection, and attorney's fees.
- 4. From and after the effective date of the termination of this Agreement, Agent shall not, directly or indirectly, market, solicit or sell any of the Company, or Company Affiliates', products. At Company's sole discretion, as evidenced in writing, Agent's authority and obligations under this Agreement, in full or in part, may continue as to policies issued prior to the effective date of termination of this Agreement until all liabilities under such policies are discharged. Such consent may be withdrawn by Company at any time, in its sole discretion, upon written notice. The Agent shall cooperate fully with Company in providing all necessary or appropriate notices in connection with the termination of this Agreement to any and all third-parties, including without limitation, producers, agents, intermediaries, reinsurers and governmental authorities.
- I. NON-WAIVER. Forbearance by either party to insist upon the performance of any provisions of this Agreement, at any time, or under any circumstances, will not constitute a waiver of the right to demand performance at any future time.

5. GENERAL PROVISIONS

This Agreement is governed by the laws of the State of Texas, without regard to conflict of laws and rules. The parties hereby submit to the jurisdiction of, and waive any venue objections against, the United States District Court for the Northern District of Texas and the trial courts of the State of Texas and consent to the personal jurisdiction of such courts for purposes of this agreement. This Agreement, together with the Agent/Agency/Independent Marketing Organization Application contemporaneously submitted to the Company and the Schedule of Commissions and the Addendum(s) applicable to this Agreement, constitute the entire agreement of the parties, will be effective on the date of Written Acceptance accepted by the Company and will supersede any prior agreements, and may only be modified in writing.

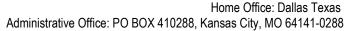
If any portion of this Agreement is determined to be invalid or unenforceable for any reason, in whole or in part, the remaining provisions of this Agreement shall be unaffected thereby and remain in full force and effect.

Notwithstanding anything contained herein to the contrary, it is agreed that any party hereto shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and conditions of this Agreement, this being in addition to, or in lieu of, the non-breaching party's sole discretion, any other remedy (including, but not limited to, the right to terminate this Agreement or seek money damages) to which they are entitled hereunder or otherwise.

6. **DEFINITIONS**

a. Written Acceptance. "Written Acceptance" is a formal, written communication from Company to Applicant accepting the Application for Appointment and providing an Effective Date to this Agreement. Such Acceptance shall be deemed an Addendum to this Agreement and fully incorporated herein.

- b. **Agent Code.** Alphabetic, Numerical, or Alpha-Numeric agent identifier provided by Company to Agent at time of contracting or appointment.
- c. **Commissions.** A Commission is a fee for carrying out responsibilities specific to a product or service as outlined in the Schedule of Commissions referenced in Section 2.d.1. [Agent's Commissions]
- d. Conditional Receipt. A conditional premium receipt that provides temporary insurance coverage provided certain conditions are met.
- e. **Confidential and Proprietary Materials**. "Confidential and Proprietary Materials" shall mean all business records, documents, drawings, writings, software, and programs which were or are created or received by or for the Company in furtherance of its business.
- f. **General Agent** as defined in 2.d.2. [General Agent's (General Agent is an agent or agency with any downline hierarchy) and IMO Commissions]
- g. Independent Marketing Organization- The Business Entity representing the highest level in the Agent's authorized hierarchy.
- Override Commissions. "Override Commissions" shall mean the differential commission payment made to the upline Agent, Agency, or IMO.
- i. Schedule of Commissions. The Schedule of Commissions shall have the meaning set forth in Section 2.d.1 [Agent Commissions].
- j. Security Breach. Security breach shall have the meaning set forth in Section 3.j [Privacy Safeguards].





Consumer Report Authorization Form CONSENT TO OBTAIN CONSUMER REPORTS

This notice is being provided to you by Americo Life, Inc. ("Company") pursuant to the Fair Credit Reporting Act ("FCRA"). As used herein, "the Company" means the above-identified insurer as well as its parents, subsidiaries, affiliates, officers, employees, agents and representatives.

In connection with determining your eligibility to be appointed as an agent of the Company, and to maintain such appointment, in one or more states, the Company will from time to time conduct background checks. Such background checks may include the ordering of "consumer reports" from a "consumer reporting agency" containing information on, among other items, your criminal and credit history. These terms are defined in the FCRA.

I hereby authorize the Company and its authorized agents to obtain consumer reports and/or investigative consumer reports in accordance with the FCRA. I further authorize any present or former employers, consumer reporting agencies, educational institutions, criminal justice agencies, departments of motor vehicles, public agencies, financial institutions, or other persons or agencies having knowledge of me to submit information, including data received from other sources, in order that my qualifications may be evaluated.

I understand that this release is valid for any future obtaining such information from time to time, as the information to government or regulatory agencies. its background check to my Agency or Independen of and shall have the same force and effect as the	e Company, in its sole discretion, deems necessa I also continually authorize the Company to discl t Marketing Organization. I acknowledge that a co	ary. I further consent to the disclosure of the lose any information received as a result of upon of this release may be relied upon in lieu
Applicant's Signature (Required)	Applicant's Name (Printed)	 Date (Required)
, pp. com o oignorm (coquirou)	, , , , , , , , , , , , , , , , , , , ,	
For residents of California, Minnesota, and Ok which will disclose the nature and scope of the	ahoma: Please check here to have a copy of you report.	ir consumer report sent directly to you

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Debit-Check Agent/Agency Authorization Form

Vector One Operations, LLC dba Vector One (collectively with its affiliates, "Vector One") manages the secured web portal interactive computer service provided by Debit-Check.com, LLC ("Debit-Check"). This Debit-Check Agent/Agency Authorization Form is by and among the undersigned ("you", "me", "I" or "my"), Vector One, and the Company (as defined below) and is used by Debit-Check subscribers who desire to be granted authorization from you for the submission and/or receipt of your personal information to the Debit-Check service as necessary to conduct a commission related debit balance screening. The undersigned company and its affiliates and authorized third parties (collectively, the "Company") is a Debit-Check subscriber. Accordingly, as part of the contracting and appointment process or determination of eligibility for advancement of commissions, the Company may conduct a commission related debit balance screening via Debit-Check in order to determine your eligibility and may continue to conduct periodic commission related debit balance screenings as determined in the Company's sole discretion following the engagement of any appointment, contract, tenure, or other relationship with the Company.

Access to Debit-Check Information: You can obtain your commission related debit balance information by contacting the Vector One Agent Hotline at (800) 860-6546.

AGENT/AGENCY'S STATEMENT - READ CAREFULLY

The Company is hereby authorized to obtain and conduct a commission related debit balance screening through Vector One's Debit-Check secured web portal to determine if another Debit-Check subscriber has posted that I have an outstanding commission related debit balance. I understand that the Company may consider the results of the commission related debit balance screening in order to determine my eligibility to be contracted and appointed or determine my eligibility for advancement of commissions as an insurance producer and may continue to conduct periodic commission related debit balance screenings as determined in the Company's sole discretion following the engagement of any appointment, contract, tenure, or other relationship with the Company. I understand and acknowledge that the Company may obtain commission related debit balance information through Debit-Check as state law allows. I understand that my information, including my name and social security number ("My Information") may be used for the purpose of obtaining and conducting a commission related debit balance screening. I further understand that in the event of termination or expiration of my appointment, contract, tenure, or other relationship with the Company, whether voluntary or involuntary, if a commission related debit balance is owed to the Company, the Company may post My Information to the Debit-Check service which may be accessed by Debit-Check subscribers until such time the debit balance is satisfied or otherwise removed.

SIGNING THE AGENT/AGENCY APPLICATION, I HEREBY:

- (A) Authorize the Company to use My Information for purposes of conducting a commission related debit balance screening, and periodic commission related debit balance screenings as determined in the Company's sole discretion following the engagement of any appointment, contract, tenure, or other relationship with the Company, utilizing Debit-Check.
- (B) Authorize the Company to consider the results of the commission related debit balance screening in order to determine my eligibility to be contracted and appointed or determine my eligibility for advancement of commissions as an insurance producer.
- (C) Authorize and direct Vector One to receive and process My Information as necessary to intentionally disclose and furnish the results of my commission related debt verification screening, whether directly or indirectly, to the Company.
- (D) Authorize the Company to submit My Information to the Debit-Check service in the event of termination or expiration of my engagement with the Company, whether voluntary or involuntary, to the extent a commission related debit balance is owed to the Company.
- (E) Authorize and direct Vector One to receive and process My Information and intentionally disclose to any Debit-Check subscriber who submits an inquiry utilizing My Information the results of my commission related debit balance screening, which will contain My Information, to the extent a debit balance is owed.





AGENT/AGENCY/INDEPENDENT MARKETING ORGANIZATION APPLICATION

Applicant	is:	vidual Corpor	ation	□ LLC □ Pa	artner	ship						
Individu	ıal Informat	ion (All applicants n	nust co	mplete)							52675 (05/24	
				Full Legal	Name)						
☐ Mr. ☐ Ms.	First Name			Middle Name				Last Name				
Date of Birth	(MM/DD/YYYY)		Social S	ecurity Number			Busines	s E-Mail Address				
Business Pho	one		Mobile N	lumber				National Pro	oducer Number			
				Residence A	Addre	SS						
Street					City				State		Zip Code	
				Mailing A	ddress	;						
Street					City				State		Zip Code	
Business Entity Information (Corporation, LLC, or Partnership) Name and Mailing Address Business Name Tax ID National Producer Number												
Street				City			State		Zip Code			
				Principal/Owner Inc			-	-	tities)			
Name Title												
Name Title			Title									
days and a named ben someone of	ny earnings due to reficiary's death or ther than your spou	eneficiary to receive any a you after that will be ten your total annual commi use as beneficiary, payme	minated. ssions fa	If you designate a beneall below the company i	ur death eficiary, minimu	n. If you d there wil m. If you	l be no f are mar	further commiss	ions due and in a commur	owing after the nity property	he earlier of the state and name	
-	beneficiary designation. Legal Name/Trust Name Relationship to the Agent											
Street Addre	ss (Include City, State	e, and ZIP)										
Date of Birth	/Trust Date	Social Security Number/TI	N	Phone Number		Email Add	iress			Date of Birth/Trust Date Social Security Number/TIN Phone Number Email Address		

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INDIVIDUAL BACKGROUND QUESTIONS

BACKGROUND: Violent Crime Control and Law Enforcement Act of 1994: The Violent Crime Control and Law Enforcement Act of 1994 is the largest crime bill in the history of the United States. For purposes of this application, the Crime Act of 1994 prohibits any individual who has been convicted of a criminal felony involving dishonesty or breach of trust to willfully engage in business of insurance. Acts that would exclude you from engaging in the business of insurance include, but are not necessarily limited to, (1) knowingly make false material statements in financial reports submitted to insurance regulators; (2) embezzle or misappropriate monies or funds of an insurance company; (3) make material false entries in the records of an insurance company in an effort to deceive officials of the company or regulators regarding the financial condition of the company; (4) obstruct an investigation by an insurance regulator. In addition to the foregoing, THE 1994 CRIME ACT MAKES IT A FEDERAL CRIME FOR INDIVIDUALS WHO HAVE BEEN CONVICTED OF A FELONY INVOLVING DISHONESTY, BREACH OF TRUST, OR ANY OF THE OFFENSES LISTED ABOVE TO WILLFULLY ENGAGE IN THE BUSINESS OF INSURANCE. Willfully engaging in the business of insurance includes acting as an insurance agent. Penalties for violating the 1994 Crime Act include civil fines up to \$50,000 and imprisonment up to 15 years. IT IS YOUR RESPONSIBILITY TO KNOW IF YOU HAVE A CRIMINAL CONVICTION THAT PLACES YOU IN VIOLATION OF THE 1994 CRIME ACT, AND TO REPORT SUCH CONVICTIONS TO AMERICO.

			Yes	No
1.	Will you be in violation	of the 1994 Crime Act if you act as an insurance agent?		
	•	m in any state due to felony charges covered by 18USC 1033?		
		ankruptcy?		
		If you are applying as an Entity skip the below questions and move to page 3		
4.	•	rged with or have you ever been convicted of a crime, including felony, misdemeanor, or military offense? not limited to, a guilty verdict, withdrawn plea, probation, nolo contendere plea, suspended sentence, or fine. You may exclude enile offenses.		
5.	Do you have any outs	tanding debt(s) with any insurance company(ies)?		
	If "Yes", please provid	le: Name: Relationship:		
6.	Do you currently have	a state, federal or any taxing authority tax lien?		
7.	Do you have any outs	tanding civil judgments?		
8.	Have you ever been re	efused a bond or had a bond cancelled?		
9.	arbitration proceeding investigations, license	named or involved as a party in an administrative proceeding including but not limited to FINRA sanctions or regarding any professional or occupational license or registrations? Includes State Insurance Department suspensions, revocations, or administrative fines.		
	prohibition order, a comp being named as a party also means having a lice	g a license censured, suspended, revoked, canceled, terminated; or, being assessed a fine, a cease and desist order, a pliance order, placed on probation, sanctioned or surrendering a license to resolve administrative action. "Involved" also mean to an administrative or arbitration proceeding, which is related to a professional or occupational license or registration. "Involved ense application denied or the act of withdrawing an application to avoid a denial. You may EXCLUDE terminations due solely tinuing education requirements or failure to pay a renewal fee.	eď"	
		o any questions, please attach a signed written explanation with all relevant information and supporting coords, Repayment Agreements, and corresponding receipts).	locumen	ts
		application, please provide the following additional documentation for "Yes" responses to the below questions. d explanation and supporting documentation will delay contracting.		
	Questions 1 & 2: Along with the written explanation, you must attach a copy of the 1033 consent from your home state			
	Question 3: If satisfied, disposed of or discharged, provide court documentation and/or 6 months repayment history			
	Question 4: Along with the written explanation, you must attach a copy of charging document and/or the official document, which demonstrates the resolution of the charges or any final judgment			
	Questions 5, 6, & 7:	Provide 6 months proof of repayment		
	Question 9:	 Attach: a) a written statement identifying the type of license, all parties involved (including their percentage of owners and explaining the circumstances of each incident. b) a copy of the Notice of Hearing or other document that states the charges and allegations, and c) a copy of the official document which demonstrates the resolution of the charges or any final judgments 	ship, if ar	ıy)

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BUSINESS ENTITY BACKGROUND QUESTIONS

(Required for all Entities)

BACKGROUND: Violent Crime Control and Law Enforcement Act of 1994: The Violent Crime Control and Law Enforcement Act of 1994 is the largest crime bill in the history of the United States. For purposes of this application, the Crime Act of 1994 prohibits any individual who has been convicted of a criminal felony involving dishonesty or breach of trust to willfully engage in business of insurance. Acts that would exclude you from engaging in the business of insurance include, but are not necessarily limited to, (1) knowingly make false material statements in financial reports submitted to insurance regulators; (2) embezzle or misappropriate monies or funds of an insurance company; (3) make material false entries in the records of an insurance company in an effort to deceive officials of the company or regulators regarding the financial condition of the company; (4) obstruct an investigation by an insurance regulator. In addition to the foregoing, THE 1994 CRIME ACT MAKES IT A FEDERAL CRIME FOR INDIVIDUALS WHO HAVE BEEN CONVICTED OF A FELONY INVOLVING DISHONESTY, BREACH OF TRUST, OR ANY OF THE OFFENSES LISTED ABOVE TO WILLFULLY ENGAGE IN THE BUSINESS OF INSURANCE. Willfully engaging in the business of insurance includes acting as an insurance agent. Penalties for violating the 1994 Crime Act include civil fines up to \$50,000 and imprisonment up to 15 years. IT IS YOUR RESPONSIBILITY TO KNOW IF YOU HAVE A CRIMINAL CONVICTION THAT PLACES YOU IN VIOLATION OF THE 1994 CRIME ACT, AND TO REPORT SUCH CONVICTIONS TO AMERICO.

			Yes	No
1.	Company currently be Convicted includes, but	or any Owner, Partner, Officer or Director of the Business Entity, or Member or Manager of a Limited Liability sing charged with or has ever been convicted of a crime, including felony, misdemeanor, or military offense? ut is not limited to, a guilty verdict, withdrawn plea, probation, nolo contendere plea, suspended sentence, or fine. Iffic citations and juvenile offenses.		
2.		ntity or any Owner, Partner, Officer or Director of the Business Entity, or Member or Manager of a Limited re any outstanding debt(s) with any insurance company(ies)?		
	If "Yes", please provid	e: Name: Amount: Relationship:		
3.	Liability Company, eve	ity or any Owner, Partner, Officer or Director of the Business Entity, or Member or Manager of a Limited er been subject to a bankruptcy proceeding? (Do not include personal bankruptcies, unless they involve of others.)		
4.		ntity or any Owner, Partner, Officer or Director of the Business Entity, or Member or Manager of a Limited rently have a state, federal or any taxing authority tax lien?		
5.		ntity or any Owner, Partner, Officer or Director of the Business Entity, or Member or Manager of a Limited re any outstanding civil judgments?		
6.		ity or any Owner, Partner, Officer or Director of the Business Entity, or Member or Manager of a Limited or been refused a bond or had a bond cancelled (other than for non-payment)?		
7.	Liability Company eve sanctions or arbitration Insurance Department "Involved" means having	ity or any Owner, Partner, Officer or Director of the Business Entity, or Member or Manager of a Limited or been named or involved as a party in an administrative proceeding including but not limited to FINRA in proceeding regarding any professional or occupational license, or registrations? Includes State investigations, license suspensions, revocations, or administrative fines. a license censured, suspended, revoked, canceled, terminated; or, being assessed a fine, a cease and desist order, a prohibition.	on	
	as a party to an administration having a license application	or, placed on probation, sanctioned or surrendering a license to resolve administrative action. "Involved" also means being name rative or arbitration proceeding, which is related to a professional or occupational license or registration. "Involved also means ion denied or the act of withdrawing an application to avoid a denial. You may EXCLUDE terminations due solely to inuing education requirements or failure to pay a renewal fee.	ed	
		o any questions, please attach a signed written explanation with all relevant information and supporting do ords, Repayment Agreements and corresponding receipts).	ocumen	ts
		application, please provide the following additional documentation for "Yes" responses to the below questions. d explanation and supporting documentation will delay contracting.		
	Question 1:	Along with the written explanation, you must attach a copy of charging document and/or the official document, who demonstrates the resolution of the charges or any final judgment	iich	
	Question 2:	Provide 6 months proof of repayment		
	Question 3:	If satisfied, disposed of or discharged, provide court documentation and/or 6 months repayment history		
	Question 4 & 5:	Provide 6 months proof of repayment		
	Question 7:	Attach: a) a written statement identifying the type of license, all parties involved (including their percentage of ownersh and explaining the circumstances of each incident. b) a copy of the Notice of Hearing or other document that states the charges and allegations, and copy of the official document which demonstrates the resolution of the charges or any final judgments	ip, if any	·)

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LICENSES

Non-resident appointment fee(s) will be deducted directly from your commissions upon acceptance of the agent application, in states requiring an immediate appointment, or in all other states once the first piece of business has been submitted. Non-resident appointment fees will be deducted from your upline if you are not paid directly by Americo

Americo is not authorized to conduct business in New York. You may not submit an application on behalf of a New York resident, regardless of where the application is signed.

*For any state you list that requires an immediate appointment upon execution of your agent application, you will be charged and assume responsibility for payment of the appointment fee and any applicable servicing fees. Go to www.AmericoAgentAppointmentFees.com for full list of non-resident appointment fees for each state.

List the non-resident states you plan to solicit business in and would like to be appointed in accordance with the states requirements:

AUTHORIZATION FOR ELECTRONIC FUNDS TRANSFER (DIRECT DEPOSIT)*

*We reserve the right to charge an administrative fee if you elect to receive paper checks when electronic funds transfer is available.

Commissions are sent daily (default), weekly, or monthly through Electronic Funds Transfer into your bank account.

I hereby authorize the Company to pay my commissions by depositing my commissions through Electronic Funds Transfer and to initiate, if necessary, adjustments involving errors to the deposits, but only to the extent of the errors, in the account indicated below. The undersigned also authorizes the depository named below, (the "Depository") to accept such deposits and make any requested adjustments to such account as instructed by the Company. It is agreed that these deposits may be made electronically and under the Rules of the Mid-America Automated Clearing House Association. This authority is to remain in full force and effect until the Company has received written notification from me of its termination, allowing the Company enough time to act on it.

Please complete all information.				
Account Owner Name (If different than Agent Name)	Applicant's preferred pay frequency: Account Type:	Account Type:		
	☐ Daily ☐ Weekly ☐ Monthly ☐ Checking ☐ Savings			
Bank Routing Number (Full 9 Digits)	Bank Account Number			
Signature of Account Owner (Only required if Account Owner is different than Agent) Date				

REPRESENTATIONS AND AGREEMENTS

- I can solicit business only in states where I am licensed. I will not solicit business in states that prohibit solicitation prior to my appointment.
- As a general rule, it is not acceptable for me to make a solicitation anywhere other than in the resident state of the applicant.
- Premium checks will be payable to and sent directly to the Company. No premium checks will be deposited to a personal or business account. Money orders will not be accepted for initial premium.
- I will represent all policies according to their applicable provisions, including any illustration of values and benefits. Full disclosure will be made regarding all policy features and conditions relevant to the receipt of benefits.
- I will abide by all rules and regulations of the Company, which may be subject to change at any time.
- I understand that no consumer application submitted by me will be accepted or bound by Company until all necessary jurisdictional appointments are effectuated, and I will notify all consumer applicants of the same.
- If I am convicted of or plead quilty to any felony involving dishonesty or breach of trust, or any offense under Title 18 U.S. Code Sec. 1033, or am required to file under any sex offender registration law of any state, I will immediately report it to the Company.

TAXPAYER IDENTIFICATION CERTIFICATION

- 1. Under penalties of perjury, I certify that I am a US citizen or other US person, and that the number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me).
- 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.*
- 3. I am exempt from FATCA (Foreign Account Tax Compliance Act) reporting.

*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 failed to report all interest or dividends on your tax return.

"The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding."

E&O COVERAGE

By signing this application, you acknowledge that you are responsible for maintaining, and agree to maintain, E&O liability coverage of not less than \$1 million at the time any business is written on behalf of the company, during the term of this Agent Agreement and for a period of two years after the Agreement is terminated. Your certificate must indicate coverage for any line of business you sell (i.e., life, annuity).

Carrier Name	Coverage Amount (min. \$1 million)	Policy Number	Expiration Date

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ANTI-MONEY LAUNDERING TRAINING CERTIFICATION			
All agents who write cash value products (including but not limited to, universal life, whole life, and annuities) must complete Anti Money Laundering (AML) training through LIMRA or an approved provider. If you have completed training through LIMRA within the past 2 years please provide the course name and effective date below. If training has been completed through another course provider please provide a copy of your certificate. Agents writing cash value products who have not taken AML training via LIMRA or provided a copy of their certificate will be directed to the LIMRA website prior to issuing a policy.			
	Yes No		
, ,	aining through LIMRA?		
Note: If "Yes" provide the course name and co another course provider please include a co	ompletion date if completed within the last 2 years. If "No" and you have completed training through by of your certificate of course completion.		
Date of Last Course Completed	Name of Course Completed		
AUTHORIZA	TION TO RECEIVE TEXT MESSAGES, CALLS AND/OR EMAILS		
By providing us with a telephone number (including a wireless/cellular, mobile telephone number) and/or email address, and executing this Agreement, you consent to receiving phone calls, text messages and emails from Americo at that number, including those made by use of an automatic telephone dialing system ("ATDS"), or an artificial or prerecorded voice, and/or emails at that email address from Americo relating to the transaction arising from this Agency Agreement, Americo's everyday business purposes (including identity verification), advertisements and/or telemarketing messages. Further, you expressly authorize the Company to text you with updates about your business and promotional information about Company products and services for you to offer your customers at the cell phone number provided and you certify that you are the owner or authorized user of that number. You are solely responsible for message or data charges and must notify the Company immediately if you are no longer the owner or authorized user of the phone number. The Company reserves the right to revoke this option at any time. You may opt out of receiving phone calls, text messages and/or emails by writing directly to Americo Marketing, 1055 Broadway, Kansas City, MO 64105.			
	APPLICANT'S DECLARATION AND AUTHORIZATION		
 It is understood that I will be responsible for any and all commission chargebacks to my account and to the accounts of any other agents who have ever been in any of my downlines or hierarchies. Should litigation be necessary to collect any debit balance, reasonable attorney fees and collection costs plus interest at the highest rate allowable by state law may also be awarded to the Company. I am fully aware and understand that as a licensed insurance agent it is my responsibility to completely understand the products and companies I represent and to properly solicit these products to consumers in accordance with insurance solicitation laws and consumer protection laws within the state(s) where I hold a resident and/or non-resident license. I understand and agree that the information obtained about me may be used and relied upon by the Company in assessing and evaluating my application for appointment. I hereby release the Company, its authorized agents and any person or entity which provides information pursuant to this authorization, from any and all liabilities, claims or lawsuits relating to the information obtained from any and all of the above-referenced sources, or from furnishing the same. hereby certify that I have truthfully answered the questions above. I further certify that in answering the questions above I have exercised due diligence in esearching all answers provided, including, but not limited to, examining whether I have any criminal convictions that place me on violation of the 1994 Crimes Act. The information is to the best of my knowledge and belief accurate Statements of Fact. I further understand that if any material information given in this application is found to be incorrect or incomplete, it will be grounds for termination at the Company's discretion, and grounds for any state, federal, contractual or other remedies the Company may have available to it. I understand and agree to the terms of that document known as the Agent Agreeme			
consent to such modification or amendment. Applicant's Signature (Required)	 Date (Required)		
Applicant's Name (Printed)			

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