

CARRIER: US FINANCIAL LIFE
PACKET CURRENT AS OF: 03-15-05

**CARRIERS REQUIRE ALL
PAGES OF THE
LICENSING PACKET BE
SUBMITTED IN ORDER TO
COMPLETE YOUR
CONTRACTING – THEY NEED
THE ENTIRE
CONTRACT/AGREEMENT AND
ALL RELATED DOCUMENTS.**

**EVERY PAGE NEEDS TO BE
REVIEWED, COMPLETED, OR
SIGNED – THANK YOU FOR
MAKING SURE TO RETURN
EVERY PAGE OF THE PACKET
WE SEND TO YOU, BACK TO
US AT CPS.**

Agent Licensing Paperwork Checklist

I. Completed Licensing paperwork using available forms at USFLL.com should include:

- a. One (1) **Application for Agent Appointment**;
- b. Three (3) signed **Brokerage Agreements**;
- c. One (1) Photocopy of the **agent's license**;
- d. One (1) completed **W-9 request for Taxpayer Identification Number and Certificate form**.

II. Please verify that you have completed the following critical portions for the licensing paperwork correctly.

- a. The **agency name** through which you are submitting business is in the top left corner of the application for Agent Appointment.
- b. Please indicate new Applicant or Renewal.
- c. **Please verify that your name reads EXACTLY THE WAY IT APPEARS ON YOUR AGENT LICENSE AND LIFE APPLICATIONS.** (For example, if your name is John L. Doe II, then this name and **ONLY** this name should be written on **ALL** paperwork submitted into U.S. Financial Life Insurance.
- d. Your resident county is listed.
- e. The application is signed and dated.
- f. All copies of the Brokerage Agreement are signed and dated.

III. If you wish to **assign** your commissions, you must complete question #3 on the front and the entire back of the Application for **Agent Appointment form**. We will need a copy of a **license for the corporation** to which you are assigning your commissions. A corporate license must be submitted for all states, **except** the following AL, DE, FL, GA, IA, LA, MO, MS, NE, NM, TN, WI, WV, and NJ.

In the states AL, MA, GA and WV-for non-residents-on blue paper-an original state form must be completed. Please ensure that we have the correct TAX ID for the corporation. If submitted incorrectly, the IRS will reject it.

Once paperwork is completed, mail it to your General Agent – not directly to USFL. We will begin processing your paperwork at the Home Office upon receipt. We will send a letter to your General Agent indicating your USFL code number to be used on future policy application submissions. After receiving your agent code number, please indicate the code number on page (8) of the life application, and on all paperwork submitted to U.S. Financial.

Please take note: DE, WA and SD are pre-appointments states. Please submit all agent contracting and appointment requirements prior to, or with the submitted life application.

LIC CHK (02/01)

10290 Alliance Road • Cincinnati, OH 45242 • (513) 686-2000



GENERAL AGENCY _____

APPLICATION FOR AGENT APPOINTMENT

All Questions Must Be Completed

Please Print or Type

1. Agent Name _____
First Middle Last

2. Resident & Business
Addresses _____
Street City County (must be included) State Zip

Street City County (must be included) State Zip

3. Are Commissions Assigned? ☐ No ☐ Yes If yes, please complete the back of this form and the following corporate questions:

Assign to _____ Corp. Tax ID# _____
Address _____

Street City County (must be included) State Zip

4. Resident Phone () _____ Business Phone () _____

5. License # (attach photocopy) _____ Corp License # _____ Lines of Ins: _____

6. Date of Birth ____/____/____ 7. ☐ Male ☐ Female 8. Social Security # _____

9. List states you are currently Licensed in: _____

10. List Companies currently Licensed for _____

11. Name E & O Carrier: _____

E & O Policy Number _____ Expiration Date: _____

THE FOLLOWING QUESTIONS MUST BE ANSWERED AND THIS FORM MUST BE SIGNED BY APPLICANT.

How long have you been an Agent or Broker? _____
Have you ever had your license suspended? ☐ No ☐ Yes
Have you ever had a complaint filed against you with an insurance department? ☐ No ☐ Yes
Have you ever been refused surety bonding? ☐ No ☐ Yes
Has a surety company paid a claim for you? ☐ No ☐ Yes
Have you ever been short in accounts with any employer? ☐ No ☐ Yes

Have you been convicted, within the past ten years, of any felony or misdemeanor which involved the sale of any insurance or which arose out of the conduct of your business practices? ☐ No ☐ Yes
Are you at present involved in any litigation connection with the business or are there any unsatisfied judgements outstanding against you arising out of the insurance business? ☐ No ☐ Yes

If your answer is "Yes" to any of the questions above, please write details on a separate sheet and attach.

I hereby certify that my answers to the above questions are true. I agree that as your representative, I shall be fully responsible for all monies collected by me, either in part or full payment of premiums, evidenced by my signature on receipts issued by me to applicants. My failure to do so will immediately terminate my association with you and upon the Company's demands, I shall return all unused applications, receipts and any and all materials held by me.

I authorize the individual(s) or companies shown in my application to give any information regarding my employment together with any information they have whether or not in their records, and release said individuals or companies from all liabilities for any damage whatsoever for issuing the information.

I understand that this application will form a part of any Agent's contract with USFL and the information is to the best of my knowledge an accurate Statement of Fact. I hereby authorize the Company to conduct an investigation concerning my character, general reputation and personal traits and release any person and the Companies so contacted from any liability with respect to the content of verbal or written information given to USFL. 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 sole direction of the Company.

UNDER PENALTIES OF PERJURY, I CERTIFY THAT THE SOCIAL SECURITY NUMBER (AND/OR TAX PAYER IDENTIFICATION NUMBER) SHOWN ON THIS FORM IS MY CORRECT TAXPAYER IDENTIFICATION NUMBER.

Signature of Applicant _____ Date _____

LIC-C1 (01/01)



BROKERAGE AGREEMENT

This is between U.S. Financial Life Insurance Company, an Ohio Corporation (herein, "the Company", "USFL", "us") and you, the Broker (herein "the Broker", "you"), identified at the end of this Agreement.

1. **Authority and Duties.** You agree to do the following while contracted as our Broker:
 - a. Solicit applications for our policies;
 - b. Keep proper records and accounts of all USFL business;
 - c. Promptly send us all premiums collected from proposed insureds and any other money that we may authorize you to collect for us;
 - d. Maintain proper insurance licenses;
 - e. Promptly send us by certified/registered mail, notice of any legal document served upon you for actions brought against USFL;
 - f. Maintain Errors and Omissions liability insurance coverage while this Agreement is in force, in such amounts and under such terms as the Company may require.

You are not authorized to do the following:

- g. Act on our behalf in any manner other than as stated in this Agreement;
- h. Bind us to insure other than as stated in our Temporary Insurance Agreement;
- i. Deliver any policy if you have knowledge of any impairment of the applicant's health or any other information affecting the insurability of an applicant not disclosed on the application or occurring subsequent to the securing of the application;
- j. Change our advertising or modify the terms of any insuring agreement;
- k. Publish or use any stationery, canvassing material, including listings on the internet or in telephone directories which contain the Company's name or which relate to insurance products without written approval by an officer of U.S. Financial Life.

Copyrighted Material and Trademarks – Terms of Use

All printed promotional material, including any U.S. Financial Life Insurance Company websites, are the sole property of U.S. Financial. Nothing may be copied (including html code), modified, reproduced republished, uploaded, transmitted, posted, distributed or used in any form without prior written permission from U.S. Financial. Removal of our trademark, copyright or other notices from our materials is expressly prohibited; and unauthorized use of these materials may violate copyright, trademark and other applicable laws, and could result in criminal or civil penalties. U.S. Financial Life Insurance Company® and Clinical Underwriting® are registered trademarks of U.S. Financial Life and may not be used in any manner without prior written consent from U.S. Financial Life.

Should a violation of these Terms of Use occur, you will be given 30 days notice to correct the matter. If, after 30 days, you have not brought your website or promotional materials into compliance, your appointment with U.S. Financial may be terminated.

Relationship

You are an independent contractor, and neither you nor any person you employ is, or will be deemed to be, our employee for any purpose.

2. **Compensation.** While this Agreement is in force, the Company will pay the Broker First Year Commissions and Renewal Commissions on paid premiums the Company accepts for policies written by the Broker. The attached Commission Schedule shows the rates, rules and regulations of payment. It is understood that the Company may change these schedules at any time, by giving you written notice of the changes. Any change will not apply to business for which the policyholder's signature date on the application is prior to the effective date of the change.

Commissions will not be allowed on any lapsed policy which is reinstated, unless the application for reinstatement is secured solely through the efforts of the Broker while this Agreement is in effect.

Commissions on premiums paid in advance on policies with required periodic premiums will not be payable until the regular due date of such premium.

For Universal Life policies, target premium is the amount of premium up to which the Company will pay first year commissions; excess premium is premium received in excess of the target premium.

Commissions may not be paid on premiums paid by automatic premium loan or on any premium waived by any waiver of premium provision.

Any policy that is intended to replace an existing AXA Financial Group policy or a policy issued by any of its subsidiaries is not eligible for first year commission except to the extent that the new commissions exceed the previous commission payments.

3. Assignment of Compensation. The Broker will not assign, sell or pledge any commissions payable under this Agreement, except with the written consent of the Company. The Company assumes no responsibility as to the validity or effect of any assignment.

4. Compensation after Termination. If the Company terminates this Agreement because the Broker has violated any of the terms of this Agreement, or has committed, or attempted to commit any illegal, fraudulent, or dishonest acts, the Company will be under no obligation to continue paying any First Year or Renewal Commissions. In the event of the Broker's death, commissions which would have been payable to the Broker, will be paid to the Broker's executors, administrators or assignees. If Broker has been terminated, and the total commissions payable to Broker over the preceding, or any subsequent, one year period totals less than \$75.00, then the Broker forfeits to USFL said commission payment and has no further right to receive the forfeited commission payments. In no event will any commissions totaling less than \$75.00 at the time commissions are payable, be paid to the Broker.

5. Supplies. All Company supplies will remain the property of the Company and must be returned to the Company on demand.

6. Audit. All accounting records of the Broker pertaining to the business of the Company may be audited by the Company during the Broker's business hours and at a reasonable location.

7. Expenses. Neither the Company nor the General Agent will be responsible for any of the Broker's expenses.

8. Return of Payments and Right to Offset Indebtedness. Commissions must be returned to USFL upon any of the following occurrences:

a. Any commission where the monies on which such commission was based are not collected or are refunded by the Company;

b. USFL elects to cancel or rescind the policy at any time and there is a refund of any premium with respect to that policy upon which you were paid commissions; or

c. USFL elects to or is required to, pursuant to the terms of the policy or for any other reasons, refund any premium upon which you were paid any type of commissions.

At the option of the Company, commissions must be repaid by you to the Company, or the repayment may be deducted from any future payments USFL makes to you, your estate, successors or assigns, including, but not limited to, payment of first year commission, renewal commission, bonus, fee or expense reimbursement.

9. Amendment. Any amendments that the Company makes to this Agreement must be in writing and sent to the Broker at the latter's last known address as shown in the Company's records.

10. Indemnity, Defense and Loss Reimbursement. The Broker shall at all times defend, indemnify and save harmless the Company and its officers and employees and agents of and from any and all suits, actions, losses, damages, administrative actions claims, expenses (including but not limited to the Company's legal fees and expenses) and liability, of any character, type or description, arising out of or caused by any act or omission of the Broker or of the Broker's agents or employees in an effort to execute or perform under this Agreement. Without in any manner limiting the generality of the foregoing,

it is understood that this indemnity includes but is not limited to the Broker's duty to obtain accurate medical information and other information set forth on the Company's applications for policies, to timely and fully report such information to the Company, and to properly make final inquiry as directed by the Company of the applicant upon delivery of any policy issued by the Company. The duty to indemnify, defend and hold harmless provided hereby shall arise in all cases except when the Company's loss is caused by the sole negligence of the Company or an independent third party, unmixed with any negligence or fault of the Broker or the Broker's agents or employees. Further, the Broker shall reimburse the Company for any and all losses, expenses and damages it may sustain that arise out of, in whole or in part, the acts or omissions of the Broker or the Broker's agents and employees in an effort to execute or perform the Agreement. Broker shall reimburse the Company for any expenses, including attorney fees, incurred in enforcing any of Broker's duties and responsibilities under this Agreement. Your duty to defend, indemnify and reimburse the Company shall apply to and include any duties and responsibilities you assume under any amendment to this Agreement.

11. Termination. This Agreement may be terminated by either party by giving thirty (30) days written notice to the other at the other's principal place of business. This Agreement terminates automatically if the Broker does not comply with the terms of the Agreement, if the Broker violates any policy or procedure of the Company, if the Broker dies, if the Broker loses the license required by law to sell the Company's products, commits fraud or violates any law or regulation governing the sale of the Company's products.

12. Insurance Marketplace Standards Association (IMSA) Market Conduct Principles. USFL has committed itself to upholding the Insurance Marketplace Standards Association (IMSA) Principles of Ethical Market Conduct:

1. To conduct business according to high standards of honesty and fairness and to render that service to its customers.
2. To provide competent and customer-focused sales and service.
3. To engage in active and fair competition.
4. To provide advertising and sales materials that are clear as to purpose and honest and fair as to content.
5. To provide for fair and expeditious handling of customer complaints and disputes.
6. To maintain a system of supervision and review that is reasonably designed to achieve compliance with these Principles of Ethical Market Conduct.

By signing this Agreement below, it is acknowledged that Broker has read, understood, and agrees to follow the IMSA Principles of Ethical Market Conduct.

The provisions of this Agreement are governed by the laws of the State of Ohio. This Agreement supersedes all previous contracts and agreements among the parties, but will not affect the obligation of any party under any previously existing contract or agreement.

By signing this Agreement, Broker accepts the appointment with the authority and duties stated in this Agreement.

This Agreement consists of twelve sections, a Commission Schedule, and the attached Confidentiality Agreement.

Broker: _____
(Print Broker's Name)

Approved By: _____/
(Sub-GA or Agency name/code # if applicable)

Accepted By: _____
(Broker Signature)

By: _____
(Sub-GA Principal)

Date: _____

Approved By: _____/
(General Agency Name/code #)

Approved By: _____
(U.S. Financial Life)

By: _____
(General Agent Principal)

Date: _____

Date: _____



CONFIDENTIALITY AGREEMENT

Each party to this Agreement shall protect the confidentiality of Customer Information (as hereinafter defined) in accordance with all state and federal laws and regulations protecting the privacy of Customer Information, including without limitation, the Health Insurance Portability and Accountability Act (HIPAA) and Title V of the Gramm-Leach-Bliley Act ("GLBA") and the state laws and state and federal regulations promulgated in connection therewith (the "Privacy Laws"). As used herein, "Customer Information" shall mean "nonpublic personal information" as that term is defined in the GLBA and "protected health information" as that term is used in HIPAA.

Each party hereto shall maintain appropriate policies and procedures relating to administrative, technical and physical safeguards (i) to ensure the confidentiality of non-public and personally identifiable information protected by HIPAA and GLBA; (ii) to protect against any anticipated threats or hazards to the security or integrity of non-public and personally identifiable HIPAA and GLBA information; and (iii) to protect against unauthorized access to or use of HIPAA and GLBA protected information. You agree to enter into appropriate agreements with USFL as required by state and federal law and regulations to protect the privacy of information transmitted to you by USFL.

Except as otherwise provided herein, no HIPAA or GLBA protected information shall be used by any party or disclosed by any party to a third party for any purpose other than to carry out the transactions contemplated under this Agreement.

We agree that all persons applying for and/or purchasing policies through you are and will continue to be your clients and that you may, to the extent permitted by law, contact such clients to introduce them to other products and services offered by you and share information about such clients with affiliates and third parties.

We will not contact, or authorize any person to contact, any of your clients for any purpose other than to underwrite, service or process claims under a policy applied for by or sold to such person pursuant hereto, except to the extent that such contact is initiated by such person or results from the use of general advertisements or mass mailings not specifically directed to your clients, or to the extent that such person is a purchaser of other products or services we offer which were not purchased through you.

U.S. Financial Life Insurance Company

NOTICE AND RELEASE

Federal law requires you be advised that in connection with your application to represent U.S. Financial Life Insurance Company for the purpose of selling its products, the Company may obtain a consumer report on you through consumer reporting agencies, insurance departments or law enforcement agencies to establish your eligibility for appointment as an insurance producer. By signing below, you authorize U.S. Financial Life to obtain this information and direct that any reporting entities may release such information upon request to U.S. Financial Life Insurance Company.

Broker Name: _____ Signature: _____ Date: _____

RECRUITING AGENT CERTIFICATION

I certify that I have reviewed the above broker's information and recommend him/her for appointment by U.S. Financial Life Insurance Company.

General Agent Name: _____ Signature: _____ Date: _____

LIC-BAC (1/05)



BROKERAGE AGREEMENT COMMISSION SCHEDULE

This Schedule is attached to Brokerage Agreement Form #LIC-BAB and incorporated therein by this reference.

<u>PRODUCT</u>	<u>FIRST YEAR</u>	<u>RENEWAL YEARS 2-10</u>
NOVA/SUPERNOVA	50%	3%
SURVIVOR UL		
Joint Equal Issue Age 18-79	50%	1%
Joint Equal Issue Age 80-85	40%	1%
 RIGHT TERM Series		
RIGHT TERM 5*	50%	2%
RIGHT TERM 10*	50%	2%
RIGHT TERM 15*	50%	2%
RIGHT TERM 20*	50%	2%
RIGHT TERM 30*	50%	2%
 ARIES/GEMINI 1*	50%	2%
ARIES/GEMINI 5*	50%	2%
 ARIES/GEMINI 10*	50%	2%
ARIES/GEMINI 15*	50%	2%
ARIES/GEMINI 20*	50%	2%
ARIES/GEMINI 30*	50%	2%
 Excess Over Target Commission		
NOVA/SUPERNOVA	3%	3%
SURVIVOR U/L	1%	1%

* Excludes policy fee

LIC-BAB1 (1/05)

ABSOLUTE ASSIGNMENT OF COMMISSIONS

TO: _____ Tax ID: _____
(herein called the Assignee)

For valuable consideration, the undersigned, herein called the assignor, hereby assigns to the assignee all of the assignor's, right, title and interest in and to commissions now due or which hereafter may accrue on life insurance policies written by _____ with U.S. Financial Life Insurance Company that were written under the Agency Agreement between U.S. Financial Life Insurance Company (herein called the Company), and the assignor.

Choose one with your initials:

☐

Policies Issued After the Assignment Effective Date:

The Assignor hereby authorizes and empowers the Company to pay to the Assignee all such commissions now due or which hereafter may accrue to the credit of the assignor under said agency agreement; and such payment of commissions to the Assignee shall constitute payment of such commissions to the Assignor as if made directly to the Assignor. The Assignor understands commissions will be assigned on policies issued after the assignment effective date. The tax liability is the Assignee's responsibility.

☐

Existing Policies and Policies Issued After the Assignment Effective Date:

The Assignor hereby authorizes and empowers the Company to pay to the Assignee all such commissions including previously written policies, as well as those now due, or which hereafter may accrue to the credit of the assignor under said agency agreement; and such payment of commissions to the Assignee shall constitute payment of such commissions to the Assignor as if made directly to the Assignor. The Assignor understands commissions will be assigned after the assignment effective date.

Select one with your initials:

☐

Transfer the tax liability to the Assignee.

☐

Retain the tax liability with the Assignor.

This Assignment is subject to the written consent of the Company and subject to all of the rights of the Company with respect to such commissions in accordance with said agency agreement.

This Assignor hereby covenants and agrees that the assignor is the absolute and sole owner of said commissions, free from assignment or encumbrance of any kind or character whatsoever, and has full right and lawful authority to so assign same. The Assignor shall at all times defend, indemnify and save harmless the Company and its officers, agents and employees from any and all suits, actions, losses, damages, claims, expenses (including but not limited to the company's legal expenses) and liability of any character, type or description arising out of the execution or performance of this assignment.

Dated _____ Assignor _____

Dated _____ Witness _____

The Company acknowledges receipt of, and consents to the foregoing assignment, but assumes no responsibility for the validity or sufficiency hereof. This assignment is effective on the date signed by the Company.

Dated _____ By _____
(As Authorized by U.S. Financial Life Insurance Company)

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do NOT
send to the IRS.

Please print or type

Name (If a joint account or you changed your name, see Specific Instructions on page 2.)

Business name, if different from above. (See Specific Instructions on page 2.)

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, if you are a resident alien OR a sole proprietor, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number

_____|_____|_____|_____|_____|_____|_____|_____|

OR

Employer identification number

_____|_____|_____|_____|_____|_____|_____|_____|

List account number(s) here (optional)

Part II For Payees Exempt From Backup Withholding (See the instructions on page 2.)

Part III 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.

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 on page 2.)

Sign
Here

Signature ▶

Date ▶

Purpose of form. A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9, if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are an exempt payee.

If you are a foreign person, IRS prefers you use a Form W-8 (certificate of foreign status). After December 31, 2000, foreign persons must use an appropriate Form W-8.

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

What is backup withholding? Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part III instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate **Instructions for the Requester of Form W-9**.

Penalties

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

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

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

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

Specific Instructions

Name. If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage, without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

Sole proprietor. You must enter your individual name as shown on your social security card. You may enter your business, trade, or "doing business as" name on the business name line.

Other entities. Enter your business name as shown on required Federal tax documents. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or "doing business as" name on the business name line.

Part I—Taxpayer Identification Number (TIN)

You must enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, using your EIN may result in unnecessary notices to the requester.

Note: See the chart on this page for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office. Get **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS's Internet Web Site at www.irs.gov.

If you do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester. Other payments are subject to backup withholding.

Note: Writing "Applied For" means that you have already applied for a TIN OR that you intend to apply for one soon.

Part II—For Payees Exempt From Backup Withholding

Individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the separate instructions for the Requester of Form W-9.

If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding. Enter your correct TIN in Part I, write "Exempt" in Part II, and sign and date the form.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester a completed Form W-8 (certification of foreign status).

Part III—Certification

For a joint account, only the person whose TIN is shown in Part I should sign (when required).

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

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

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

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

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified state tuition program payments, IRA or MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to

persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 31% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

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

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

³ You must show your individual name, but you may also enter your business or "doing business as" name. You may use either your SSN or EIN (if you have one).

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

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



CPS PRODUCER PROFILE

Please complete this form, and return it to us.
We must have a completed and signed version of this form on file.

Producer Name _____

Company/Corporation Name _____

Fax Number _____ Email Address _____

Business Address _____

City _____ State _____ Zip _____

Home Address _____

City _____ State _____ Zip _____

Mail to (check one): ☐ Home ☐ Business

Preferred method of receiving correspondence (check one):

☐ email ☐ fax ☐ mail

Business Phone _____ Home Phone _____

Social Security # _____ Tax ID # _____

Insurance License Number _____ Date of Birth _____

Designations: CLU CPCU ChFC RHU CFP LUTC CIC (circle applicable)

Do you carry E&O insurance? ☐ No ☐ Yes, name of carrier _____

Do you assign commissions? ☐ No ☐ Yes, to whom _____

Are you securities licensed? ☐ No ☐ Yes (circle applicable) 6 7 22 24 26 63

If NASD registered, what is the name of your broker dealer? _____

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***** Important, please read and sign other side *****

CPS INSURANCE SERVICES / CA LIC.# 0571612
9 CORPORATE PARK DRIVE, SUITE 100, IRVINE, CA 92606
PHONE 949-863-0700 / PHONE 800-326-5433 / FAX 949-863-9318 / FAX 800-436-8255
LICENSING DEPARTMENT FAX 949-225-7157

IT IS AGREED by and between CPS Insurance Services (hereinafter referred to as MGA), and the producer whose name appears on page 1 (hereinafter referred to as Producer) that in consideration of MGA's continued goodwill and patronage:

- A. MGA agrees that commission payment, if any, made by MGA to Producer shall be vested in Producer to the same extent that commissions on the same transaction are vested in MGA by applicable insurance company, with the exception of group insurance which may be subject to a Broker of Record direction.
- B. In the event that any commission, premium, or fee paid or credited to Producer must be referenced or returned by MGA to the insurer, MGA is authorized, but not obligated, to make payment on Producer's behalf and will be reimbursed for this payment in full by Producer within thirty (30) days of the date of such payment. If such payment is not made by Producer, then MGA is authorized to debit any commissions which may be due Producer until such obligation has been fulfilled. Producer will also reimburse MGA for any and all costs and expenses (including reasonable attorney's fees) incurred by MGA in collection of any such sums from Producer.
- C. Producer agrees to hold MGA harmless and indemnify MGA against any and all liability, loss, damages, judgments, costs or expenses of any nature, type or kind (including reasonable attorney's fees) incurred by MGA or imposed upon MGA as a result of any allegedly wrongful or tortious act or omission on part of the Producer.
- D. The Agent/Company consents to the transmission of information, whether personal, commercial or of an advertising nature, by way of the fax number or email address set forth herein, or other fax numbers or email addresses of the agent/company.

In the event of litigation to determine the respective rights, duties and/or obligations of the parties under this agreement, the prevailing party shall be entitled to reasonable attorney's fees.

Producer

Date

We appreciate your business.

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