

CARRIER: BANNER LIFE  
PACKET CURRENT AS OF: 01-24-05

**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.**



1701 Research Boulevard  
Rockville, Maryland 20850  
(301) 279-4800  
(800) 638-8428

## BIOGRAPHICAL INFORMATION FOR CONTRACT APPLICANT

This form must accompany all contracts submitted to Banner Life Insurance Company.

*Please print or type all information.*

### Section I - CONTRACT TYPE

Please check only one. Contract is for: ☐ individual - complete sections I, II, IV and V.  
☐ individual, but "doing business as" - complete all sections.  
☐ corporation - complete all sections.

### Section II - INDIVIDUAL APPLICANT OR CORPORATE PRINCIPAL REQUIRED INFORMATION

Social Security Number: \_\_\_\_\_ Sex: ☐ Male ☐ Female  
Required

Name: \_\_\_\_\_  
Last First Middle Initial

Date of Birth: \_\_\_\_\_ E-mail Address: \_\_\_\_\_  
Month Day Year

Business Phone: ( ) \_\_\_\_\_ Fax No.: ( ) \_\_\_\_\_

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_  
Street Suite Number City State Zip

Home Address: \_\_\_\_\_  
Street Apt. Number City State Zip

Home Phone: ( ) \_\_\_\_\_ Web Site Address: \_\_\_\_\_

☐ I am an officer of the below corporation.

### Section III - CORPORATE APPLICANT REQUIRED INFORMATION

Tax ID Number: \_\_\_\_\_  
Required

Corporate Name: \_\_\_\_\_

Corporate Phone: ( ) \_\_\_\_\_ Corporate Fax No.: ( ) \_\_\_\_\_

Corporate Address: \_\_\_\_\_  
Street Suite Number City State Zip

Corporate E-mail Address: \_\_\_\_\_ Web Site Address: \_\_\_\_\_

Primary Principal for Corporate Records: \_\_\_\_\_

Background information reported on page 2 should provide information for the primary principal and the corporation.

Additional Principals: \_\_\_\_\_

Office Manager or Primary Contact: \_\_\_\_\_ Phone No.: ( ) \_\_\_\_\_

Toll-Free Number for Client Calls: ( ) \_\_\_\_\_

INDIVIDUAL APPLICANTS  
DO NOT COMPLETE THIS SECTION.

Please attach a copy of your license(s) for your state of residence and any other states where you plan to do business with Banner. Please complete the second page of this form as well.

Incomplete information will delay contracting.

#### Section IV - BACKGROUND INFORMATION REQUIRED FROM ALL APPLICANTS

Please provide complete details for any "yes" answers in the Remarks section. Attach additional paper if required. If this is a corporate application, the questions should be answered by and about both the principal and the corporation.

1. Do you have any outstanding and/or unsatisfied judgements or liens or any chargeoffs or any debit balances with any insurance company? ☐ Yes ☐ No
2. Have you ever been bankrupt or insolvent either personally or in business or do you have a bankruptcy pending? ☐ Yes ☐ No
3. Have you ever been charged with, convicted of, or plead no contest to
  - a. any felony or misdemeanor? ☐ Yes ☐ No
  - b. any violation of any state insurance regulations or statutes? ☐ Yes ☐ No
  - c. any violation of federal or state securities or investment related regulations? ☐ Yes ☐ No
4. Have you ever been the subject of an insurance or investment related consumer initiated complaint? ☐ Yes ☐ No
5. Have you ever had an insurance license denied, revoked or suspended by any state? ☐ Yes ☐ No
6. Are you now the subject of any complaint, investigation or proceeding which could result in a yes answer to any of the above questions? ☐ Yes ☐ No

Remarks: \_\_\_\_\_

Current or previous employer: \_\_\_\_\_

Are you now or have you ever been contracted or otherwise associated with Banner Life or William Penn?

☐ Yes ☐ No

If Yes, please provide details including agent # and agency name: \_\_\_\_\_

Do you have Errors and Omissions coverage? ☐ Yes ☐ No

If you are a general agent, does your E&O policy cover agent/broker activity? ☐ Yes ☐ No

E&O Carrier: \_\_\_\_\_ Policy No.: \_\_\_\_\_

Effective Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

I hereby certify that all the information given to Banner Life by me is true and correct without any omissions of any kind. I hereby authorize Banner Life to conduct a background investigation on me, including a review of credit worthiness, now or at any time. I understand that information may be obtained through written correspondence, personal or telephone interviews with family, friends, neighbors, business associates or other acquaintances, companies I have worked for or with whom I have been contracted, and any other persons or organizations contracted to supply such information. I also understand and acknowledge that information received by Banner Life may be shared with the general agency indicated below and I hereby expressly consent to the sharing of such information with the general agency indicated below. I further hereby certify that if this application is approved, I will comply with all the terms and conditions of the Company's Agent/Agency Agreement, including, but not limited to, the terms and conditions therein relating to the Company's Privacy Policy. A photocopy of this authorization shall be as valid as the original.

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

#### Section V - AGENCY HIERARCHY STRUCTURE

I certify that I have reviewed this candidate's information and recommend him/her for contracting.

Please appoint \_\_\_\_\_ with commission addendum \_\_\_\_\_

who reports to BDGA (if any): Name \_\_\_\_\_ Code # \_\_\_\_\_

who reports to BEGA (if any): Name \_\_\_\_\_ Code # \_\_\_\_\_

who reports to BMGA (if any): Name \_\_\_\_\_ Code # \_\_\_\_\_

who reports to GA (required): Name CPS Ins Svc. Code # \_\_\_\_\_

Signature of GA \_\_\_\_\_ Date \_\_\_\_\_

☐ Assignment of Commission form attached. (Assignee must be appointed by Banner Life.)



1701 Research Boulevard  
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(301) 279-4800  
(800) 638-8428

## AGENT/BROKER ASSIGNMENT OF FIRST YEAR AND RENEWAL COMMISSIONS

### Section I - ASSIGNMENT

I, \_\_\_\_\_, of \_\_\_\_\_, do hereby  
sell, assign, transfer, set over and convey unto \_\_\_\_\_ of  
\_\_\_\_\_ all of my right, title, interest, claim or demand in and to any and all first year and  
renewal commissions including service fees, if any, for all policies due or to become due and payable to me by BANNER LIFE  
INSURANCE COMPANY, under the

- ☐ Agent/Broker agreement, dated \_\_\_\_\_ ;
- ☐ BDGA agreement, dated \_\_\_\_\_ ;
- ☐ BEGA agreement, dated \_\_\_\_\_ ;
- ☐ BMGA agreement, dated \_\_\_\_\_ ;

and each and all of the supplements thereto, this assignment, however, being expressly subject to all the terms and provisions of  
said agreement, in consideration of: \_\_\_\_\_, and value received.

I understand that this assignment will remain in force and be effective until written notice of the payment of the obligation for  
which it is given to secure is filed by said assignee with said Insurance Company. Until such time said Company is authorized  
and empowered to pay to said assignee the commissions covered hereby as and when the same become due and payable under  
said contract and said Insurance Company is released of and from all other and further liabilities by reason of payments made to  
said assignee by virtue hereof.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Assignor

### Section II - CONSENT

To be completed by Banner Life.

Banner Life Insurance Company hereby consents to the foregoing assignment and deems it effective \_\_\_\_\_.  
Such assignment being subject to all the terms and provisions of its agreement with the assignor, including but not limited to the  
provisions thereof reserving to the Company the right to apply all credits which may accrue to the assignor upon any indebtedness  
due or to become due to the Company or its agents, at any time.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BANNER LIFE INSURANCE COMPANY

Attest: \_\_\_\_\_

By: \_\_\_\_\_



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1701 Research Boulevard  
Rockville, Maryland 20850  
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# **AGENT/BROKER**

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# **AGREEMENT**

**BANNER LIFE INSURANCE COMPANY  
ROCKVILLE, MARYLAND**

**Agent/Broker Agreement**

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**1. APPOINTMENT**

Subject to the terms, limitations, and conditions of this Agreement, the Agent/Broker is hereby appointed to solicit applications for such policies as are issued by the Company wherever it is duly licensed. The Agent/Broker hereby accepts such appointment and agrees to comply with all underwriting guidelines, rules, and regulations of the Company. The Agent/Broker shall carry out the purposes of this Agreement only when and where proper licensing has been obtained.

**2. RELATIONSHIP**

Nothing contained herein shall be construed to create the relationship of employer and employee between the Agent/Broker and the Company or between the Agent/Broker and the Brokerage General Agent. It is the express intent of all the parties that the Agent/Broker is an independent contractor for all purposes and in all situations. The Agent/Broker shall not represent that he/she/it is an employee of the Company or of the Brokerage General Agent, nor shall he/she/it in any manner hold himself/herself/itself out to be an employee of the Company or of the Brokerage General Agent. The Agent/Broker shall be free to exercise independent judgment as to the time, place, and manner of exercising the authority granted under this Agreement.

The Company shall at all times have the right to refuse, decline, or withdraw from consideration any application for insurance submitted by the Agent/Broker. The Company may make changes as it deems advisable in the conduct of its business, or discontinue issuing any of its products or policies at any time. No liability to the Agent/Broker or right of action against the Company or against the Brokerage General Agent shall arise from the Company's exercise of the above rights. The Company shall have the right to selectively test market any of its products or policies at its discretion.

**3. INDEMNITY**

The Agent/Broker shall indemnify the Company and the above named Brokerage General Agent and hold each of them harmless from any and all expenses, costs, attorneys' fees, causes of action, losses, and damages resulting or arising from unauthorized acts done by the Agent/Broker or his/her/its employees.

#### 4. COMPENSATION

Subject to the terms and conditions of this Agreement, the Company will pay the Agent/Broker commissions on premiums paid in cash to the Company for policies issued upon applications procured under this Agreement in accordance with the current Agent/Broker Compensation addendum, which is to be considered part of this Agreement. Commissions will be paid through the Brokerage General Agent named in this Agreement. The Agent/Broker shall not be entitled to any other compensation, remuneration, or benefits of any nature for services rendered other than the commissions specified in the current Agent/Broker Compensation addendum.

"Premiums paid in cash" shall mean only premiums received and accepted by the Company and duly reported in keeping with the Company's established accounting procedures. A premium paid by a check which is not collected is not a "premium paid in cash". No commissions will be allowed or paid on any premiums waived by the Company for any reason, including those waived under a disability provision or under a payor provision.

The Agent/Broker Compensation Schedule shall be subject to change, on notice in writing to the Brokerage General Agent by the Company, but such change shall not affect any commissions on policies issued upon applications received by the Company prior to the date when such change becomes effective. The Company may fix the rates of compensation on any new plan or plans of insurance developed by the Company.

If the Company shall become liable for the return of any premiums for any cause, including, but not limited to, premiums returned under the Company's rights to contest a claim and to limit benefits when the insured dies by suicide, the Agent/Broker shall repay to the Company on demand the total amount of commissions previously paid to the Agent/Broker on such premiums. The obligation to repay such commissions shall be an indebtedness subject to the indebtedness provision of this Agreement.

For policies on which one or more renewal premiums are paid in advance, commissions shall be payable at the time the premium otherwise would have become due.

No commissions shall be paid on interim term premiums or on flat extra premiums. Any commissions payable on other extra premiums shall be in accordance with rules of the Company at date of issue of the policy for which an extra premium is required.

In keeping with Company rules, commissions may be reduced on new policies which are replacements of existing Banner Life policies, or on policies of other companies, or on policies for which the applicant is deemed to have a replacement history.

The Agent/Broker shall be entitled to commissions only on policies which, in the opinion of the Company, were fairly underwritten through the efforts of the Agent/Broker. The Agent/Broker shall not be entitled to any commissions on policies written in violation of any applicable federal or state law or regulation. Where a dispute arises regarding commissions under this Agreement, the decision of the Company shall be binding.

## **5. INDEBTEDNESS**

The Company shall have the right to offset any commissions due, or which may become due the Agent/Broker, against any debts now due, or which may become due from the Agent/Broker to the Company. Such indebtedness shall be a first lien against said commissions. The Agent/Broker shall pay any attorney's fees or other collection cost which the Company may incur in connection with any amounts due to the Company under this Agreement.

## **6. PRIVACY POLICY**

The Agent /Broker shall comply with the rules and policies of the Company with regard to maintaining the privacy of all non-public, personal information of applicants, customers, policyowners, and beneficiaries. In addition, the Agent/Broker shall comply with all applicable laws and regulations with regard to maintaining the privacy of all non-public, personal information of applicants, customers, policy owners and beneficiaries.

The Agent/Broker agrees and acknowledges that it shall be the responsibility of the Agent/Broker to distribute a copy of the Company's Privacy Policy to the applicant at the time of application and to the policyowner at the time of delivery of the policy.

## **7. LIMITATIONS OF AUTHORITY**

The Agent/Broker shall have no authority to, nor shall he/she/it do any of the following:

- A. Make, waive, discharge or change any term, rate or condition stated in any Company policy, Agreement, or approved form; or
- B. Waive a forfeiture; or
- C. Extend the time for payment of premiums or other monies due the Company; or
- D. Collect money for the Company, except initial premiums and then only in strict compliance with the terms and conditions of this Agreement and of the receipts, policies, or Agreements issued by the Company; or
- E. Bring or defend any legal proceeding in connection with any matter pertaining to the Company's business; or
- F. Offer to pay, directly or indirectly, any rebate of premiums or any other inducement not specified in the policy to any person, except as permitted by the law of the state having jurisdiction over the policy; or
- G. Misrepresent or compare incompletely for the purpose of inducing a policyholder in this Company or in any other company to lapse, forfeit, or surrender insurance; or
- H. Transact business in contravention of the laws and regulations of any insurance department and/or governmental authorities having jurisdiction of all subject matters embraced within this Agreement.

## **8. ADVERTISING**

The Agent/Broker shall comply with the rules of the Company with regard to the use of all advertising matter. The Agent/Broker shall not use, permit, or cause to be used, the name of the Company or any advertising regarding its products in any form of publication or other media without obtaining the prior written authorization of the Company. Nothing in the authorization shall be construed to make the Company liable for the cost of such advertising.



## **9. ASSIGNMENT**

No assignment of this Agreement or any commissions hereunder shall be valid unless authorized in advance, in writing, by the Company. Every assignment shall be subject to and subordinate to any indebtedness and obligation of the Agent/Broker to the Company that may be due or become due.

## **10. PREMIUMS**

The Agent/Broker shall collect only the initial premium on applications or insurance policies solicited under the terms of this Agreement, and shall be responsible for all such monies. Such monies shall be collected only by check, money order, or other instrument made payable to the Company. The Agent/Broker is not authorized to receive premiums payable to his/her/its personal order. The Agent/Broker shall not collect premiums in currency or coin unless specifically authorized by a Company Officer for a particular transaction. All premium funds received for or on behalf of the Company shall be segregated and held by the Agent/Broker as a fiduciary. Premium funds shall not be used by the Agent/Broker for any purpose whatsoever, but shall be transmitted to the Company immediately following their receipt.

## **11. DELIVERY OF POLICIES**

No policy shall be delivered unless at the time of delivery the applicant is in the state of health and insurability represented in Parts I and II of the application and any supplements thereto, the first premium has been fully paid, and delivery has been made within sixty (60) days from the issue date of that policy. The Agent/Broker shall return to the Company, on the day following the expiration of the sixty (60) days, any policy not so delivered, unless a specific extension of the delivery period has been authorized. If the applicant is not in the state of health and insurability represented in the application when delivery is attempted, the policy shall not be delivered, but shall immediately be returned to the Company with a full written explanation.

## **12. TERMINATION**

This Agreement may be terminated at will, with or without cause, by any party giving to the other parties thirty (30) days notice in writing. If the Agent/Broker breaches this Agreement, violates any insurance laws resulting in the suspension or revocation of his/her/its license, or incurs other disciplinary action by the appropriate regulatory authorities, is unable to obtain renewal of a necessary state license, becomes bankrupt, undergoes dissolution of a corporate or partnership form, dies, or the Brokerage General Agent is terminated, the Company may, at its sole discretion, terminate this Agreement without notice as of the date any one or more of these circumstances occur.

If this Agreement terminates by reason of death, the Company shall pay commissions due, or thereafter becoming due, to the Agent's/Broker's estate, or to a duly authorized Executor/Executrix or Administrator.

If the Agent/Broker is a corporation, or subsequently incorporates and assigns this Agreement to such corporation, this Agreement shall automatically terminate in the event the Corporation ceases to do business as a corporation. All commissions due and thereafter becoming due, shall be payable to its successor or duly appointed representative.

### **13. VESTING**

First year commissions and renewal commissions from the second through the tenth year payable under this Agreement shall be vested, subject to the following:

If at any time prior to or subsequent to termination of this Agreement the Agent/Broker shall do or commit any of the following acts, no commissions shall be thereafter payable to the Agent/Broker, any provision of this Agreement to the contrary notwithstanding:

- A. Withholding or misappropriation for his/her/its own use or for the benefit of others, funds of the Company or its policyowners or applicants.
- B. Fraud, malfeasance, or non-feasance in the performance of any duties imposed on the Agent/Broker under the terms of this Agreement.
- C. Inducing or attempting to induce agents of the Company to leave its service or its policyowners to relinquish their policies.

### **14. WAIVER**

No waiver or modification of this Agreement shall be effective unless it is in writing and signed by a duly authorized Company Officer. The failure of the Company to enforce any provision of this Agreement shall not constitute a waiver by the Company of that provision. The past waiver of a provision by the Company shall not constitute a course of conduct or a waiver of that provision in the future.

### **15. SUPPLIES**

All forms, manuals, and other Company supplies furnished to the Agent/Broker by the Company shall remain the property of the Company at all times, and shall be returned to the Company or its representatives promptly upon demand. If this Agreement is terminated or the return of the Company property is otherwise requested, no further commissions shall be payable to the Agent/Broker until the property has been returned.

### **16. CHOICE OF LAWS**

The laws of the State of Maryland shall govern all matters concerning the validity, performance and interpretation of this Agreement.

### **17. ENTIRE AGREEMENT**

This Agreement renders void all previous Agreements, whether oral or in writing, between the Company, the Brokerage General Agent, and Agent/Broker. This Agreement, together with the current Agent/Broker Compensation Schedule and any amendments attached hereto now or in the future, constitute the entire Agreement among the Company, the Brokerage General Agent, and the Agent/Broker. The authority of the Agent/Broker shall extend no further than that which is stated in this Agreement.



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**BANNER LIFE INSURANCE COMPANY  
ROCKVILLE, MARYLAND**

**Agent/Broker Agreement Adoption Authorization**

In consideration of the covenants contained in the Banner Life Agent/Broker Agreement (AB-20 AB Agreement (07/01)), this ADOPTION AUTHORIZATION is executed on the date set forth below by and among Banner Life Insurance Company, called the Company, and the General Agent and the Agent/Broker.

All of the parties hereto acknowledge that they have received and read the Banner Life Agent/Broker Agreement (AB-20 AB Agreement (07/01)).

IN WITNESS WHEREOF, the parties hereto have signed this ADOPTION AUTHORIZATION and declared it effective.

**Agent/Broker**

\_\_\_\_\_  
Firm Name, if contracted

By \_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Signature                      Date

**General Agent**

\_\_\_\_\_  
Firm Name, if contracted

By Peter Holden  
Print Name & Title

[Signature]  
Signature                      Date

**Banner Life Insurance Company**

By: Joseph M. Sullivan  
Chief Marketing Officer

\_\_\_\_\_  
Signature                      Date



1701 Research Boulevard  
Rockville, Maryland 20850  
(301) 279-4800

## AGENT/AGENCY COMMISSION PAYMENT PROFILE

### Section I

Agent/Agency Name \_\_\_\_\_

S.S.N. and/or Tax ID # \_\_\_\_\_

### Section II - INSTRUCTIONS

Please complete this form to select your commission payment options including direct deposit electronic funds transfer (EFT), then return it to the Commission Department.

Commission Payment Frequency ☐ Daily (EFT required) ☐ Weekly (EFT required)  
☐ Standard Method (Three times each month)  
☐ Bi-Weekly (26 times per year) ☐ Monthly

Minimum Transaction Amount \$ \_\_\_\_\_ (Note: Minimum must be at least \$50.)

Commission Reporting Options ☐ E-mail ☐ Paper statement (Not available with EFT) ☐ None

E-mail Address \_\_\_\_\_

Commission Payment Method ☐ Direct Deposit (EFT) ☐ Check

**PLEASE ATTACH A VOIDED CHECK TO THIS AUTHORIZATION  
FOR THE CHECKING ACCOUNT REFERENCED BELOW**

### Section III

☐ Please begin the deposit of my NET EARNINGS to the below account.

PLEASE ALLOW 30 DAYS TO START NEW DEPOSITS

FINANCIAL INSTITUTION: \_\_\_\_\_

BRANCH ADDRESS: \_\_\_\_\_

TRANSIT ROUTING NUMBER

ACCOUNT NUMBER

|  |  |  |  |  |  |  |  |  |  |
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### Section IV

I understand all earnings for all agent numbers associated with the above S.S.N. and/or Tax I.D. number will be processed according to these instructions.

If I have selected direct deposit of net earnings in Section III above, then I agree to the following:

I authorize Legal & General America, Inc. and subsidiaries to deposit commission earnings automatically to the account specified above as they become due and payable, by initiating credit entries to my account electronically or by any other commercially accepted method, and I authorize the financial institution named above to credit the same to my account. If funds to which I am not entitled are deposited to my account, I authorize the financial institution to debit the same to my account. This authority will remain in effect until Banner Life Insurance Company has received written notice from me of its cancellation in such time and manner as to afford Banner Life Insurance Company and the financial institution reasonable opportunity to act on it.

Further, I understand a statement of funds deposited will be sent to my E-mail address of record, unless "none" has been selected in which case commission statements will only be available at the LGAmerica website.

Further, I understand service charges may be associated with my account and I should contact my financial institution to determine these charges. I also understand that Legal & General America, Inc. and subsidiaries is not responsible, in any way, for these service charges.

Signature \_\_\_\_\_ Date \_\_\_\_\_

BK-12(12/01)

# COMMISSION PAYMENT ENHANCEMENTS

BANNER LIFE 00-124 AUGUST 30, 2000

For PRODUCER.

## Benefits

1. **Customized Payment Options** — Banner now offers several options for commission payment frequency so you can select the method that best suits your business needs.
2. **Paperless Technology** — Electronic commission earnings reports eliminate the need to manually file all your commission statements. These electronic earnings reports are easily stored, retrievable, printable and specific policy information can be located using find tools. The electronic commission reports are sent directly to you at the same time the funds are transferred to your bank.
3. **Timely and Accurate Delivery** — Using Electronic Funds Transfer (EFT) will eliminate mailing delays and unnecessary handling. More important, EFT allows immediate access to the funds.
4. **Easy Enrollment** — A Commission Payment Profile form has been designed to make enrollment simple. The same form can be used to make future changes.

## Options

1. There are five separate frequency options for receiving EFT payments and three options for receiving paper checks.

| Payment Frequency                      | Payment Method |
|--|----------------|
| Daily                                  | EFT            |
| Weekly                                 | EFT            |
| Three times per month (current method) | EFT or check   |
| Bi-Weekly                              | EFT or check   |
| Monthly                                | EFT or check   |

2. Currently, commissions are held until earnings reach a minimum of \$50. If you prefer that we hold commissions until a higher amount is reached, make this request on the Commission Payment Profile form. For example, if your typical earnings every ten days are \$1,500, you may want to select the daily payment frequency, with a \$1,000 minimum amount. Then, every time your earnings reach \$1,000, a deposit will be made immediately.

3. Based on the method of payment that you select, commission earnings reports are available in several formats. The table below identifies your options. Please note, if you elect to receive commission earnings reports electronically we will need your e-mail address identified on the Commission Payment Profile form.

| Payment Method | Commission Earnings Report Options |
|----------------|------------------------------------|
| EFT            | E-Mail and Website                 |
| Check          | E-Mail or Paper and Website        |

The Banner Website allows you to review past commission reports and your current balances using real-time technology. You can also review your year-to-date balances and access detailed information such as paid-to dates. In the near future, the web reports will be enhanced to provide a summary of activity on your account similar to our current paper statement.

## Rules

1. To change the way your commissions are currently paid, the Commission Payment Profile form (BK-12) must be completed. This form can be obtained at [www.LGAmerica.com](http://www.LGAmerica.com) or by following normal supply procedures. Please note that EFT will be available exclusively for checking accounts; transfers to savings accounts are not available.
2. To initiate the EFT process we will need a voided check or a copy of a voided check attached to the Commission Payment Profile form.
3. Banner Life is not responsible for bank service charges that result from direct deposit. We advise that you contact your bank before selecting your frequency of direct deposit, so you are aware of any costs associated with multiple deposits. If you want to avoid frequent small deposits, consider raising your minimum payment threshold.
4. Premiums in excess of \$10,000 that result in a commission payment in excess of \$5,000 will be held for seven business days from the date payment was applied to the policy (to assure that the check clears through the banking system) or until the next scheduled payment date, whichever is longer. Commission is held for everyone, including GA overrides, if any share is above \$5,000. For example, a split commission may pay \$5,000 to one agent and less than \$5,000 to another. All commission will be held for the minimum seven day period.
5. If assigned earnings bring total commissions over the minimum payment selected, a payment will be generated. For example, a writing agent's current commission may be less than the selected \$50 minimum. When added, however, to all other earnings of the assignee, the total exceeds the assignee's minimum, so a payment will be made. Conversely, when the writing agent's current earnings are above the selected \$50 minimum, but the total of all earnings payable to the assignee are below the assignee's minimum, the commission will be held until the assignee's minimum is attained.

## Modifications

1. Changes to the deposit frequency will require the completion of a new Commission Payment Profile form. Please allow adequate time for processing.
2. If your checking account is closed, paper checks will be sent to the GA's office on the current three-times-per-month pay schedule until we receive a Commission Payment Profile form providing information on the new checking account. You will continue to receive electronic data reports.

The completed Commission Payment Profile form can be submitted by mail or fax.

### Fax to Banner Life

(301) 279-4816

### Mail to Banner Life

1701 Research Blvd.  
Rockville, Maryland 20850

Once you send us this form, please allow us 30 days to establish the account with your bank. You will likely see a test transfer of \$0.00 appear on your bank statement.

If you prefer that Banner Life continue to pay your commissions by paper check, three times per month (subject to the \$50 minimum)...just do nothing.

## Request for Taxpayer Identification Number and Certification

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

Print or type  
See Specific Instructions on page 2.

|   |  |
|---|--|
| Name  |  |
| Business name, if different from above  |  |
| Check appropriate box: <input type="checkbox"/> Individual/<br>Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ | <input type="checkbox"/> Exempt from backup<br>withholding |
| Address (number, street, and apt. or suite no.)   | Requester's name and address (optional)                    |
| City, state, and ZIP code   |  |
| List account number(s) here (optional)  |  |

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. 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 3.

**Note:** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

|                                |  |  |  |   |  |  |  |  |
|--------------------------------|--|--|--|---|--|--|--|--|
| Social security number         |  |  |  |   |  |  |  |  |
|                                |  |  |  | + |  |  |  |  |
| or                             |  |  |  |   |  |  |  |  |
| Employer identification number |  |  |  |   |  |  |  |  |
|                                |  |  |  | + |  |  |  |  |

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

**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 4.)

Sign  
Here

Signature of  
U.S. person ▶

Date ▶

### Purpose of Form

A person who is required to file an information return with the IRS, must obtain 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.

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

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

**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.

**Foreign person.** If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

### Nonresident alien who becomes a resident alien.

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

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

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



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

If you are a **nonresident alien or a foreign entity** not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments (29% after December 31, 2003; 28% after December 31, 2005). 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.

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

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 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 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below 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 entered in Part I of the form.

**Sole proprietor.** Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

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

**Note:** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note:** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

**Exempt payees.** Backup withholding is **not required** on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2);
2. The United States or any of its agencies or instrumentalities;
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities;
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities; or
5. An international organization or any of its agencies or instrumentalities.

Other payees that **may be exempt** from backup withholding include:

6. A corporation;
7. A foreign central bank of issue;
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;

9. A futures commission merchant registered with the Commodity Futures Trading Commission;
10. A real estate investment trust;
11. An entity registered at all times during the tax year under the Investment Company Act of 1940;
12. A common trust fund operated by a bank under section 584(a);
13. A financial institution;
14. A middleman known in the investment community as a nominee or custodian; or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

| If the payment is for . . .  | THEN the payment is exempt for . . .   |
|--|--|
| Interest and dividend payments   | All exempt recipients except for 9.  |
| Broker transactions  | Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker |
| Barter exchange transactions and patronage dividends                                   | Exempt recipients 1 through 5  |
| Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup> | Generally, exempt recipients 1 through 7 <sup>2</sup>  |

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are **not** exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS 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, the IRS prefers that you use your SSN.

If you are a single-owner **LLC** that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)** on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

**Note:** See the chart on page 4 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 or get this form on-line at [www.ssa.gov/online/ss5.html](http://www.ssa.gov/online/ss5.html). You may also get this form by calling 1-800-772-1213. Use **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at [www.irs.gov](http://www.irs.gov).

If you are asked to complete Form W-9 but 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 before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

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

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

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** on page 2.

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

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

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

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

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

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

## What Name and Number To Give the Requester

| For this type of account:   | Give name and SSN of:   |
|---|---|
| 1. Individual   | The individual  |
| 2. Two or more individuals (joint account)  | The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup> |
| 3. Custodian account of a minor (Uniform Gift to Minors Act)  | The minor <sup>2</sup>  |
| 4. a. The usual revocable savings trust (grantor is also trustee)   | The grantor-trustee <sup>1</sup>  |
| b. So-called trust account that is not a legal or valid trust under state law   | The actual owner <sup>1</sup>   |
| 5. Sole proprietorship or single-owner LLC  | The owner <sup>3</sup>  |
| For this type of account:   | Give name and EIN of:   |
| 6. Sole proprietorship or single-owner LLC  | The owner <sup>3</sup>  |
| 7. A valid trust, estate, or pension trust  | Legal entity <sup>4</sup>   |
| 8. Corporate or LLC electing corporate status on Form 8832  | The corporation   |
| 9. Association, club, religious, charitable, educational, or other tax-exempt organization  | The organization  |
| 10. Partnership or multi-member LLC   | 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   |

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

<sup>4</sup> 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.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide 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 Archer 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. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% 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.



**ADDENDUM 1  
BANNER LIFE INSURANCE COMPANY  
ROCKVILLE, MARYLAND**

**AGENT/BROKER COMMISSION SCHEDULE**

---

**UNIVERSAL LIFE**

| <b>PLAN NAME</b>  | <b>1ST YEAR</b> | <b>YEARS 2-5</b> | <b>YEARS 6-10</b> |
|-------------------|-----------------|------------------|-------------------|
| Advantra          | 85              | 0                | 0                 |
| Capitol UL 10     | 70              | 3                | 3                 |
| Classic UL        | 70              | 3                | 3                 |
| Continuity UL 100 | 70              | 2                | 2                 |
| Survivor Life     | 65              | 3                | 3                 |

*First-year commission rates apply to the target premium. A 1.5% commission is payable on first-year premiums in excess of the target premium (3% for Survivor Life & 2% for Advantra).*

**TERM**

| <b>PLAN NAME</b> | <b>1ST YEAR</b> |                                    |
|------------------|-----------------|------------------------------------|
| OPTerm 10        | 75              |                                    |
| OPTerm 15        | 75              | No Renewals in Subsequent<br>Years |
| OPTerm 20        | 85              |                                    |
| OPTerm 30        | 85              |                                    |

# 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, judgements, 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.

Page 2

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