

CARRIER: INDIANAPOLIS LIFE  
PACKET CURRENT AS OF: 04-05-05

**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.**

# INDIANAPOLIS LIFE

An **AMERUS** Company

Indianapolis Life  
Insurance Company  
Licensing and Contracting  
P.O. Box 14590  
Des Moines, IA 50306-3590  
888/466-6306  
888/329-1329 Fax

## Independent Marketing Organization Producer Contracting Instructions

Thank you for your interest in Indianapolis Life Insurance Company. Please make sure the following forms have been completed before submitting to your recruiter. Remember that the contracting process is not complete until all paperwork has been received and approved.

- ☐ Complete and sign Producer Contract Application (form 61010).  
Includes Automatic Deposit Authorization (EFT). In order to be set up for Automatic Deposit, a voided check or copy of a voided check must be attached.
- ☐ Sign Consumer Report Authorization (form 14030)
- ☐ Independent Marketing Organization Producer Contract (form 61271)  
\_\_\_\_ If corporation or partnership, officer name and corporate name must appear on agent line.
- ☐ Copy(s) of current license(s) and non-resident appointment fee(s)
- ☐ If commissions are to be paid to a corporation, please complete and include:  
Assignment of Commissions Agreement (form 61467)  
W-9 form  
Articles of Incorporation
- ☐ Transmittal form
- ☐ Copy of Errors & Omissions coverage  
If copy of E&O coverage lists the Corporation as the Insured, please attach a letter from the E&O Carrier listing the individuals of the corporation covered under the policy.



\* 6 1 2 6 6 0 7 0 4 \*

**AMERUS**  
Life

**BANKERS LIFE OF NY**  
An AMERUS Company

**INDIANAPOLIS LIFE**  
An AMERUS Company

Designate insurer to which you are applying

☐ AmerUs Life  
Insurance Company  
Licensing and Contracting  
P.O. Box 1555  
Des Moines, IA 50306-1555  
800/800-9882  
800/531-0038 Fax

☐ Bankers Life Insurance  
Company of NY  
65 Froehlich Farm Blvd.  
Woodbury, NY 11797-9847  
888/900-9543  
516/390-7435 Fax

☐ Indianapolis Life  
Insurance Company  
Licensing and Contracting  
P.O. Box 14590  
Des Moines, IA 50306-3590  
800/800-9882  
888/329-1329 Fax

**Producer  
Contract  
Application**

Name of Distribution \_\_\_\_\_

*A copy of your current license must be submitted along with this form. All sub-licensees on corporate license must complete the producer information on this form.*

**PRODUCER INFORMATION**

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

Date Of Birth \_\_\_\_\_ Social Security Number \_\_\_\_\_ Male \_\_\_\_\_ Female \_\_\_\_\_

Business Street Address \_\_\_\_\_ County \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ ZIP \_\_\_\_\_ Bus Phone \_\_\_\_\_

Fax Number \_\_\_\_\_ Email Address \_\_\_\_\_

Residence Street Address \_\_\_\_\_ County \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ ZIP \_\_\_\_\_ Residence Phone \_\_\_\_\_

No. of years at current residence \_\_\_\_\_

Prior Residence Address \_\_\_\_\_ County \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ ZIP \_\_\_\_\_ No. of years at residence \_\_\_\_\_ Designation(s) \_\_\_\_\_

**CORPORATE INFORMATION** (Complete this section if commissions are to be paid to a corporation. Corporation must be licensed)

Corporate Name \_\_\_\_\_ Tax I.D. Number \_\_\_\_\_

Name(s) on corporate license \_\_\_\_\_

Business Address \_\_\_\_\_  
Street \_\_\_\_\_ County \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**OVERNIGHT DELIVERY ADDRESS**

Address \_\_\_\_\_

**RECRUITER INFORMATION**

Recruiter Corporate or Individual Name \_\_\_\_\_

Recruiter Phone \_\_\_\_\_ Recruiter Fax \_\_\_\_\_

Recruiter Number \_\_\_\_\_

**COMPANY AFFILIATIONS**

Company	From	To	Type of Contract	Current Status



\* 6 1 0 1 0 0 8 0 4 0 1 \*

Have you, the corporation, or any officer, director, or employee of the corporation:

- a. Are you presently or have you ever been contracted with AmerUs Life, Indianapolis Life, or Bankers Life of New York? ☐ Yes ☐ No  
If you answered yes to the above question, please provide producer code and details including states licensed in \_\_\_\_\_

(Please include copy(ies) of license(s) & Non-Resident Fees)

- b. Do you have any new business pending? ☐ Yes ☐ No  
If you answered yes to the above question, please include client's name, the date application was signed and the state application was signed in \_\_\_\_\_

- c. Do you presently have Error's & Omissions coverage? ☐ Yes ☐ No. If yes, provide Carrier and Policy number \_\_\_\_\_

Attach carrier declaration page

- d. Ever been subject to any claims resulting in payment by your E & O carrier? ☐ Yes ☐ No

- e. Do you hold a Securities License; if so who is your broker/dealer? \_\_\_\_\_

- f. Has your insurance license ever been revoked? ☐ Yes ☐ No

- g. Ever been discharged from any employment or had an insurance producer contract terminated for reasons other than low production? ☐ Yes ☐ No

- h. Have you ever been convicted of a felony? ☐ Yes ☐ No

If yes, attach a separate explanation, which specifies the nature of the conviction, and when and where the conviction occurred.

If yes, have you obtained consent from the State Insurance Commissioner to work in the business of insurance? ☐ Yes (please attach copy) ☐ No

I also certify that, if appointed, I will report any future conviction of a felony to the company's Legal department within seventy-two (72) hours of conviction.

- i. Have you; the corporation; any officer, director, or employee of the corporation; or any company or agency represented by either you or the corporation been sued because of any allegation of wrongdoing as an insurance producer? ☐ Yes ☐ No

- j. Is your or the corporation's commission account with any other insurer in a negative position or in dispute, or have either of you been sued by an insurer to recover commissions or other amounts? ☐ Yes ☐ No

- k. Have you ever been sued or subjected to regulatory inquiry or action as a result of any activity relating to the promotion or sale of securities or other investments? ☐ Yes ☐ No

- l. Have you filed for bankruptcy in the last 7 years? ☐ Yes ☐ No

- m. If you answered yes to any of the above questions, please provide an explanation for each. (Attach a separate sheet if necessary).

#### AUTHORIZATION AGREEMENT FOR AUTOMATIC DEPOSIT (ATTACH VOIDED CHECK)

I hereby authorize AmerUs Life, Bankers Life, Indianapolis Life, and the financial institution named below to initiate credit entries to my account and to reverse any entries made in error. I understand that the company will give me prior notice of any such reversal.

Depositor Name \_\_\_\_\_ Bank Transit ABA Number \_\_\_\_\_

Account Number \_\_\_\_\_

This authorization is to remain in full force and effect until AmerUs Life, Bankers Life, or Indianapolis Life has written notification from me of its termination in such time and in such manner as to afford AmerUs Life, Bankers Life, or Indianapolis Life a reasonable opportunity to act on it. **Note:** In order to be set up for Automatic Deposit, a void check or other document that shows your bank ABA number and account number must be attached.

#### Taxpayer Identification Number (TIN)

Enter your taxpayer identification number or social security number \_\_\_\_\_

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 failure to report 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 of underreporting interest or dividends on your tax return.

#### PRODUCER AGREEMENT

By my signature below, I hereby acknowledge I have read the attached copy of the AmerUs Life, Bankers Life Insurance Company of NY, or Indianapolis Life Contract and I understand this Application will form and become a part of my Contract. I agree that, upon approval of this Application, my signature below will be deemed my signature on the attached Contract. I agree to be bound by all of the terms and conditions of the attached Contract including any schedules, supplements or amendments. I agree not to solicit business until I receive notification from the Insurer that my Application has been approved and that I am authorized to do so. I understand and agree that, if appointed, any misrepresentation of facts herein provided will be grounds for termination of the Contract at the sole discretion of the Insurer.

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

If signing on behalf of a corporation, please specify officer title. \_\_\_\_\_



\* 6 1 0 1 0 0 8 0 4 0 2 \*

**INDIANAPOLIS LIFE**An AMERUS Company**BANKERS LIFE OF NY**An AMERUS Company**AMERUS**  
*Life***Indianapolis Life  
Insurance Company**

Licensing and Contracting  
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**Consumer Report  
Authorization****Authorization and Release for Use of Consumer Reports**

In making this application for an Producer's Contract, I understand that a credit report and consumer investigation may be prepared. I understand that such reports may be prepared whereby information about me is obtained through personal interviews with neighbors, friends, or others with whom I am acquainted. These reports include information as to my character, reputation, personal characteristics, and mode of living. I understand that I have the right to make a written request within a reasonable period of time to receive additional detailed information about the nature and scope of any investigation performed in preparing such reports. The Vector Insurance network will be checked for any reported outstanding producer debt with previous employers. I hereby authorize AmerUs Life, Bankers Life Insurance Company of NY, and Indianapolis Life to procure a credit report and/or consumer investigative report, and release it from all liability in connection from procuring and using such reports. This authorization and release, in original or copy, shall be valid for this and any other reports or updates.

**For California, Minnesota, and Oklahoma Residents Only**

Pursuant to the laws and regulations of the states of California, Minnesota, and Oklahoma, you are hereby notified that a consumer credit report will be obtained through Professional Resource Screening, P. O. Box 5130, Concord, CA 94524, in connection with this application. The Vector Insurance Network will be checked for any reported outstanding debt with previous employers. Please indicate below whether or not you wish to receive at no charge to you a copy of this report. ☐ Yes ☐ No

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

Signature of Producer: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Printed Name: \_\_\_\_\_



\* 1 4 0 3 0 0 7 0 4 \*

Agent: \_\_\_\_\_ Contract Date: \_\_\_\_\_

This agreement ("Contract") is made between Indianapolis Life Insurance Company ("we" or "us") and the Agent named above ("you"). The Producer Contract Application you executed and the Compensation Schedules we from time to time provide to you are incorporated into the Contract by this reference.

**Appointment**

We hereby appoint you to act as our nonexclusive agent, subject to the terms and conditions stated below, for the insurance products described in the Compensation Schedules. You agree to comply with all applicable statutes and regulations and with the rules and operating procedures we periodically publish electronically and/or by document.

**Authority over Agents**

If so stated in the Compensation Schedules provided to you, you have the authority to recruit and recommend to us individuals to be appointed as our agents. No recommendation or application for appointment or contract will be effective until approved by us. Subject to our acceptance, you may designate agents on whose production you are to receive compensation from us, and you will be responsible for the activities of such agents and any agents recruited by them ("your agents"). The term "agency" refers to you and your agents, collectively.

**Receiving Premiums**

You have the authority to collect the first premium only, and you shall promptly remit that premium to us. You may not commingle policyowner premiums with your personal or corporate funds or with your agency funds, and premium payments may not be remitted from personal, corporate, or agency accounts (except on policies you personally own or as we may authorize in writing). All monies received by you for or on behalf of us shall be made payable to us, and you shall not endorse or cash checks, drafts, money orders, or financial instruments made payable to us.

**Company's Exclusive Authority**

Only we have the authority to change any of the terms, rates, or conditions of our contracts or policies. We may at our discretion:

- a. Modify or amend any plan of insurance.
- b. Set maximum and minimum limits on the amount for which any plan of insurance may be issued.
- c. Modify the conditions under which any plan may be sold.
- d. Discontinue or withdraw any plan from your operating area.
- e. Cease doing business in your operating area.
- f. Determine the commissions to be paid on any policy which has been reinstated, surrendered, or converted; has replaced existing insurance; on which the death benefit has been reduced; or which is not enumerated in the Compensation Schedules.
- g. Make charges for rejected, undelivered, or reissued policies.

**Advertising/Company Property**

You and your agents may not use any promotional, advertising, or other sales materials in connection with us or our policies without our permission. You and your agents shall not use without our express written consent or otherwise appropriate, publish, or disseminate our trade secrets, intellectual property (including trademarks, logos, or copyrighted materials), customers' nonpublic personal financial information, or other proprietary documents or information.

**Independent Contractor**

You are our independent contractor. Nothing contained in this Contract shall be construed to create an employer-employee relationship between you and us. You are free to exercise independent judgment as to the time and manner you perform the acts you are authorized to perform under this Contract.

**Delivery of Policies**

You shall deliver policies only after all of our underwriting requirements have been satisfied and the initial premium has been paid and during the good health of the applicant. You shall return to us policies not delivered within the delivery period.

**Return of Premiums**

We may reject applications for insurance without specifying the reasons or cancel any policy and return the premium. You shall refund to us promptly upon demand any compensation we have paid to you or your agents on cancelled or declined policies or on premiums we have returned.



**Indemnity and Indebtedness**

You agree to indemnify us for any damages or other loss, cost, or expense (including attorney's fees) we incur as a result of the acts or omissions of you or your agents. This duty to indemnify and your liability to us hereunder shall extend to any amount you or your agents owe to us as debt, damages, or other loss, cost, or expense, including attorney's fees and other costs of collection. We may make demand upon you for, and you shall pay, any amount owed to us by your agent, and we shall not be obligated to first make claim therefor against the agent.

You grant to us a first priority security interest in all compensation payable to you to the extent of any amount you owe to us, and we shall have the right to offset any such amount against such compensation. Any amount you owe to us shall be due upon demand and thereafter shall bear interest at a rate which shall not exceed the then-current prime rate plus 5%. The prime rate shall be that interest rate published regularly by The Wall Street Journal.

The duty to indemnify, grant of security interest, and right of offset established herein shall survive the termination of this Contract.

**Contract Not Assignable**

You shall not assign or pledge any amount owed to you hereunder without our prior written consent. Any such assignment or pledge is subject to our prior security interest and right of offset. All other rights and obligations under this Contract are personal to you and may not be transferred or assigned.

**Compensation**

Any compensation (commissions, fees, and bonuses) owed to you hereunder as a result of sales by you or your agents shall be paid pursuant to the Compensation Schedules and our rules and operating procedures, any of which may be revised, replaced, or withdrawn from time to time at our sole discretion. We will give you notice (electronically or by document) of any such change or amendment. First-year commissions or service fees payable on business sold by you or your agents prior to the effective date of any such change or amendment shall not be reduced.

**Termination**

This Contract may be terminated without cause by either you or us upon 30 days written notice to the last-known address of the other party. This Contract will terminate automatically without cause upon your death if you are an individual. Following any termination without cause, Company may withhold compensation payable hereunder for a period not to exceed 365 days.

We have the right to terminate this Contract for cause immediately upon written notice to your last-known address. Cause shall include but not be limited to the following:

- a) you withhold, embezzle, or misappropriate any money or other property belonging to us;
- b) you subject us to liability;
- c) you fail to comply with the laws, rules, or regulations of any federal, state, or other governmental agency having jurisdiction over you or us or with our rules and operating procedures;
- d) you commit any material breach of this Contract;
- e) you commit any fraud or make any material misrepresentation of fact including but not limited to misrepresentation of any fact on the Producer Contract Application;
- f) you fail to pay when due any indebtedness to us;
- g) you are convicted of or plead guilty or "no contest" to any felony or to any crime involving dishonesty, breach of trust, or violation of any federal law;
- h) you are not a duly licensed insurance agent;
- i) you engage directly or indirectly in rebating of commissions payable or paid in connection with the purchase of insurance; or
- j) you engage in any effort to systematically replace the policies or contracts written by you or your agents with us.

Upon termination for cause, no further compensation shall be paid hereunder. Upon any termination of this Contract, supplies and other property furnished by us to you shall be returned to us.



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800/800-9882  
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## *Independent Marketing Organization Producer Contract*

### **Arbitration**

Any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and the Federal Arbitration Act. If the American Arbitration Association is not then in existence, the parties shall select arbitrators as provided herein, and the arbitration shall be governed by the Commercial Arbitration Rules last in effect. Any party seeking arbitration must give the other 30 days written notice of that intent. A single United States arbitrator or, in the case of a dispute in which the amount in controversy exceeds \$100,000, a panel of 3 United States arbitrators shall interpret this Contract pursuant to Indiana law and shall base any decision or award on applicable law and judicial precedent. The parties hereby expressly agree that the arbitrator(s) shall not award punitive damages, and they further agree that should any award of punitive damages be made and affirmed on appeal such award shall not exceed 2 times the compensatory damages awarded. Any award by the arbitrator(s), other than an award of punitive damages, shall be final, and judgment thereupon may be entered and enforced in the Superior Court of any Indiana County and transferred to any other jurisdiction. Any arbitration initiated hereunder shall be conducted in Indianapolis, Indiana.

### **Non Interference**

After termination of this Contract for any reason, you will not directly or indirectly (i) induce or urge any policyowner of Indianapolis Life or its affiliates to lapse, surrender, or otherwise terminate any policy or (ii) induce or urge any Indianapolis Life agent to terminate any relationship with us. In the event this provision is violated and without limitation of our other remedies, all your rights to compensation under this Contract will cease immediately, and you will be liable for any damages we suffer. You agree that money damages for your breach of this provision will be inadequate and that we also are entitled to seek injunctive relief to prevent further breaches hereof. We may seek that injunctive relief, coupled with any claim by us for damages, in any state or federal district court in Indianapolis, Indiana, and you agree that those courts have personal jurisdiction over you for the purpose of any such action. Any claim for injunctive relief and damages pursuant to this paragraph shall not be subject to the Arbitration provisions of this Contract.

### **Entire Agreement**

Except for compensation payable with respect to business sold under any previous contract between you and us, this Contract supersedes any previous agreements between you and us. This Contract, including the Producer Contract Application, the Compensation Schedules, and any supplements referenced herein, set forth the entire agreement between you and us, and except as provided herein, it may be altered or amended only by a writing signed by you and our authorized officer. This Contract shall be governed by the laws of the State of Indiana without regard for principles of conflicts of law.

The effective date of this Contract is the Contract Date set forth above. The Contract Date shall be the date the attached Producer Contract Application, signed by you, is approved by us.

/s/

\_\_\_\_\_  
Senior Vice President  
Indianapolis Life Insurance Company





# INDIANAPOLIS LIFE

An **AMERUS** Company

Indianapolis Life Insurance  
Company  
P.O. Box 14590  
Des Moines, IA 50309-3590  
888/329-1329 Fax

## Assignment of Commissions Agreement

THIS ASSIGNMENT OF COMMISSIONS AGREEMENT (the "Assignment"), is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_  
(the "Assignor"), residing at \_\_\_\_\_  
(the "Assignee"), located at \_\_\_\_\_  
and Indianapolis Life Insurance Company (the "Company") located at \_\_\_\_\_

WHEREAS, Assignor is a party to a contract with the Company dated as of \_\_\_\_\_ ("Agent's Contract"), whereby Assignor solicits applications for insurance policies ("Applications") that are underwritten by the Company, pursuant to which the Company agrees to pay first-year commissions when policies resulting from those applications solicited by Assignor are issued and renewal commissions when renewal premiums are paid by the policyholders on the policies;

WHEREAS, Assignor has an agreement in place with Assignee ("Engagement Agreement") whereby Assignor has entered into a working relationship with Assignee and has agreed to assign to Assignee all first-year and renewal commissions and all other amounts (collectively "Commissions") accruing to Assignor under the Agent's Contract, and Assignee has agreed to retain Assignor's services with respect to insurance sales and compensate Assignor for such services;

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, the parties hereto agree as follows:

1. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to all Commissions.
2. Assignee hereby accepts the assignment of all of Assignor's right, title and interest in and to the Commissions.
3. Assignor hereby directs the Company to pay all amounts assigned hereunder directly and solely to Assignee and specifically agrees that such payment will discharge the Company's obligation as set out in the Agent's Contract or the Assignment to make such payments and will release the Company from any and all liability to make such payments.
4. Where applicable, the Assignee agrees to be responsible for the withholding of all Federal, state and local taxes, and any social security or unemployment taxes due and owing with respect to the Commissions arising out of or relating to this Assignment.
5. This Assignment shall be effective for all Applications submitted to the Company on or after the date hereof, but shall have no effect on Commissions due on or paid for Applications submitted prior to such date. Upon termination of this Assignment, all Commissions not yet credited or paid to Assignee shall revert to Assignor.
6. This Assignment shall be subject to the terms and conditions of the Agent's Contract and to any present or future claim of the Company, including but not limited to i) any indebtedness of Assignor to the Company and/or ii) any charges made or fees assessed against Assignor by the Company.
7. Assignor and Assignee hereby indemnify in full and hold harmless the Company and its officers and employees from any liability which may arise by virtue of any actions the Company or its officers or employees may take pursuant to this Assignment.
8. Neither Assignor nor Assignee shall have the right to assign this Assignment without the prior written consent of the Company, and any purported assignment without such consent shall be null and void and of no force and effect. All representations, warranties, covenants, powers and rights herein contained shall be binding upon, and inure to the benefit of, Assignor, Assignee and the Company and their respective successors and permitted assigns.
9. This Assignment shall terminate upon the occurrence of one or more of the following events: (a) termination of the Engagement Agreement; (b) dissolution of Assignee; (c) change in Assignor's status from an individual to a corporate or other legal entity; (d) change in Assignee's name or form of operation; and (e) mutual assent. In each of the foregoing instances, Assignee and the Company must properly execute a "Termination of Assignment of Commissions Agreement" form for the termination to be effective.
10. This Assignment may be executed, acknowledged and delivered in any number of counterparts and each such counterpart shall constitute an original, but together such counterparts shall constitute only one instrument.
11. The terms of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by their duly authorized representatives.

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

Name: \_\_\_\_\_  
Assignor

Assignee  
Assignee's Tax ID No. \_\_\_\_\_

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

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

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

Title: \_\_\_\_\_

Indianapolis Life Insurance Company

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

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

Title: \_\_\_\_\_



Agent Contract Transmittal

To: Indianapolis Life Insurance Company  
Attn: Agency Services  
PO Box 14590  
Des Moines IA 50306-3590  
Fax Number 888.329.1329

From:

\_\_\_\_\_  
Agent Name

\_\_\_\_\_  
IMO

Date Sent: \_\_\_\_\_ Date Received at HO: \_\_\_\_\_  
(Completed by IMO) (Completed by HO)

Compensation Level	Name of Agent or Organization	Code #
IM40		
IM45		
IM50		
IM55		
IM60		
IM65		
IM70		
IM75		
IM80 →		
IM85		
IM90		
IM95		
IM100		
IM105		
I110A		
I115B		
I120B		
IPOA		
IM750	CPS Insurance Services	E5600



## 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](http://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 <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	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
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

<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 "doing business as" 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.



# 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.

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CPS INSURANCE SERVICES / CA LIC.# 0571612  
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