CARRIER: **WEST COAST LIFE**PACKET CURRENT AS OF: 02-16-05

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.

# E&O Insurance is Required by West Coast Life. Please Furnish Proof of E&O Coverage With Completed Contracting.

E&O Insurance is

Required by
West Coast Life
Please Furnish Proof of E&O
Coverage With Completed
Contracting

# **Contracting Guidelines:**

- Errors and Omissions coverage MANDATORY
- Commission Direct Deposit MANDATORY
- Dual contracting allowed 2 Maximum
- Facsimile copies of contracting accepted. DO NOT follow-up with originals
- No first time license sponsoring

A new National Association of Insurance Commissioners (NAIC) regulation requires that every agent/BGA must hold a valid license in any state where a life application is solicited and in any state where commissions, including override commissions, are paid.

Here are the state's responses from our initial survey. This list is based on a preliminary survey and may change at a later date. For an official regulatory opinion, contact the appropriate State Insurance Department.

# States that do not require the upline to be licensed:

AK, AZ, CO, CT, DE, HI, ID, IL, IN, IA, KS, ME, MD, MI, MN, NE, NV, NJ, NC, OH, OR, SC, SD, TX, VT, WY

States that require all parties to be licensed in states where application is sold, including BGA & override commissions:

AL, AR, CA, DC, FL, GA, KY, LA, MA, MS, MO, MT, NH, NM, NY, ND, OK, PA, RI, UT, VA, WA, WV, WI.

Corporate Contracts - The principal will only need to sign the Independent Agent's Agreement. One agent number will be assigned under the corporation name. If there are multiple principals (partners), the other partner should sign a Solicitor Agreement.

**Dual Appointments** – The agent is currently allowed 2 active agent numbers. The compensation level of the second agent number must remain the same for a period of six months from the effective date of the second contract. At that time, they are eligible for an increase in compensation, upon written request from the BGA.

**Dual Appointments and Transfers** – We require a complete contracting packet. This enables us to update our records and determine proper mailing address and determine if E & O and licenses are current.

**Restricted States** – Agent may submit contracting along with first piece of business with the exception of the following states. For the states listed below, a confirmation of appointment is required from the state <u>prior</u> to soliciting business in these states.

\*Georgia \*\*North Carolina \*\*\* Pennsylvania Utah Washington

# **PLEASE NOTE:**

\*Georgia - Appointment effective date is the date the appointment is sent to the state.

\*\*North Carolina - Appointment effective date is the date the appointment is sent to the state.

\*\*\*Pennsylvania – Appointment effective date is the date the appointment is sent to the state.

### Mississippi

- Residents Agents that are residents of MS reporting to a resident BGA of MS can be appointed.
- Non-Residents Agents that are not residents of MS cannot request appointments for MS.

Massachusetts - We appoint directly to the state. Must appoint within 15 days of date of the application.

- Broker Submit a copy of his/her broker license
- Agent/Producer Submit a copy of license
- Non-resident MA requires original letter of certification.

Montana – Agents may solicit business on behalf of an insurer in Montana (without first being appointed by that insurer) as long as the insurer notifies the Commissioner of the agent's appointment within 15 days from the date the agency contract is executed.

**New Mexico** - Agents may solicit business on behalf of an insurer in New Mexico (without first being appointed by that insurer) as long as the insurer notifies the Commissioner of the agent's appointment within 15 days from (i) the date the agency contract is executed or (ii) the first insurance application is submitted by the agent.

Appointment processed electronically overnight: AK, AL, AR, CA, CT, DC, GA, HI, IA, ID, KY, KS, LA, MD, MI, MN, MO, MT, NC, ND, NE, NH, NJ, NM, NV, OH, OK, OR, PA, SD, TN, TX, UT, VA, WI, WV & WY.

# WEST COAST LIFE INSURANCE COMPANY CONTRACTING INSTRUCTIONS

# 1. Contract Information Sheet (W7933)

Complete individual agent name or corporation name, the BGA Name, BGA Agent override# (which is the number we give you when you are setup as a BGA), Branch Code (this will be a numeric/alpha code that groups your down line), Next Level Agent is recruiter, if other than BGA. Enter agent contract level.

# 2. Business Background Questionnaire (W7897)

Be sure to completely fill out form in it's entirety to include:

- Social Security Number and/if applicable corporate tax I.D. numbers
- Indicate whether your contract is to be executed in the name of an Individual, Corporation or Partnership. If Corporation or Partnership what is your title?
- Birth Date
- If you want mail routed to your office first, please put your address in the Mailing Address Section located in the upper right hand section.

# 3. Independent Agent's Agreement (W7964)

Be sure to sign the signature page and do not <u>PRINT</u>. Once we have executed your contract, you will receive a copy in the mail.

- **DO NOT** fill in the dates on the signature page.
- Corporate, Partnership contracts must be signed by a principal.

# 4. Professional Liability Insurance

Enclose a current copy of your E & O declaration page. If the E & O does not have your name as the certificate holder we will require a letter from the certificate holder stating that you are covered under their E & O. If your E & O coverage has expired and if you have recently applied for E & O coverage and have not received your declaration page, we will accept a copy of the enrollment form, a copy of the check that was sent for payment and a copy of your expired declaration page. We will give a 30 grace period. If declaration page is not received within 30 days, your contract will be terminated.

# 5. Licenses

Enclose a copy of your **CURRENT** resident licenses and all other "sensitive" state licenses. (See list of sensitive states) Be sure to include the appropriate appointment forms for GA &MA. All other non-resident licenses can be submitted with agents first piece of business.

# 6. Internal Revenue Services W-9 Request for Taxpayer ID (W-9)

Be sure to complete with name or corporation name, address, city, state, zip, social security number and/or tax I.D. If corporate contract, the W-9 must contain the signing officer's social security number as well as the corporate tax I.D. The corporate W-9 it must be signed by the principal signing the contracts.

Assignment of Commissions (W7965C 01-03) If commissions are assigned, please obtain signature of
Assignor. Also, check the box to indicate whether this applies to all policies placed in past and
future or business as of the date of the assignment.

**Note:** Effective Tax year 2001, earnings on commissions will be reported to the Internal Revenue Service for the party (Assignor) who signed the Agreement on which commissions are being paid. A notation will be made on the 1099 form indicating that commissions were assigned.

Release of Assignment To "terminate" assignment of commissions, we require written request signed and dated by Assignee. The person assigning his commissions CANNOT revoke the Assignment Form. The written request should state whether or not the termination includes renewals. If the termination does not include renewals, we will terminate current agent number and issue a new agent number to be used for all future business. If a release of assignment is not attainable, you may request the contract to be terminated and request a new agent number.

# 8. Solicitors Appointment Request & Agreement of Conditions

We require the signature of both the Solicitor (referred to as the Agent) and the Agency Principals signature. The Solicitor must hold a valid state license and current E & O. The Agency Principal must hold a current Independent Agent Agreement.

# **Notice to California agents only:**

As part of the application process and as permitted by California law, West Coast Life Insurance Company may conduct a background check on you. In the state of California, such a background check is considered an Investigative Consumer Report. This disclosure is to notify you that we may procure such an Investigative Consumer Report on you and that the report may include information on your character, general reputation, personal characteristics and mode of living. The investigative consumer reporting agency named below supplies these reports:

Business Information Group, Inc. P.O. Box 130 Southampton, PA 18966 800 260-1680

City \_

Under Section 1786.22 of the California Investigative Consumer Reporting Agencies Act, you have a right to view all files and information maintained by the investigative consumer reporting agency relating to this report, provided that proper identification is supplied. This information may be viewed in person, supplied by mail, or provided by telephone.

Business Information Group will provide properly trained personnel to explain your file to you, and provide a written explanation of any coded information in the report. If files are viewed in person, an additional person of your choice may accompany you, provided that proper identification is supplied.

I request to receive a free copy of the Investigative Consumer Report by checking this box. If requested, this report will be provided to you within three days of West Coast Life Insurance Company's receipt of this form. Fill in the following information only if you are requesting a copy of the Investigative Consumer Report.

(PLEASE PRINT CLEARLY)

Agent Name

(Middle Initial) (Last Name)

Social Security Number

Address

State Zip



	CONTRACT IN	NFORMATION S	SHEET
Agent Name: (As on license)	First Name	Middle Initial	Last Name
(if cor	porate contract, give corpora	ate name and your title)	
BGA Name: <u>CPS</u>	Ins. Svc.	BGA A	gent #: <u>C428/</u>
Branch Code:	Agent Contract Lev	vel:	Next Level Agent #:
	7) W9 Tax ID for 8) Solicitor Agre Commissions –	rmation Sheet Questionnaire 4E signature p ssions (copy of police ses Direct Deposit rm eement or Assi If applicable	eage y's face page) (authorization/voided check)
	Home (	Office Use Only	
Investigative Reports: Equifax	S.I.G.		
West Coast Life Agent Numbe	ers:		
Contract Effective Date:			
Agent Code:	Contra	act mailed on:	
LIFECOMM:	Appt processed/Confirmed	d: State Date	·

# West Coast Life Insurance Company INDEPENDENT AGENT'S AGREEMENT

The Company hereby appoints the Agent to represent the Company in those states and areas in which the Agent is properly licensed for procuring applications for life and health insurance and annuities.

It is the Agent's responsibility to comply with all statutory laws, rules, regulations, and company guidelines in the sale of these insurance products. It is the Agent's responsibility to maintain any books and records required under any federal, state, or company rule, regulation, or policy. It is also the Agent's responsibility to maintain and obtain any licenses and appointments required for the sale of these products.

# AGENT-COMPANY RELATIONSHIP

The Company and the Agent mutually agree that this Independent Agent's Agreement is best served when the Agent is an independent contractor for all purposes. As an independent contractor, the Agent has the right to exercise independent judgment as to time, place and manner of soliciting insurance applications, servicing policyholders and otherwise carrying out the provisions of the Agreement. Furthermore, the Agent will pay all expenses in connection with his or her agency and has no authority to incur any indebtedness on behalf of the Company.

The Agent will maintain his or her own professional liability insurance (errors and omissions coverage) policy.

### AGENT'S AUTHORITY

The Agent has no authority on behalf of the Company to bind risks of any kind or to make, modify or discharge contracts or to extend the time for paying any premiums. Furthermore, the Agent has no authority to make statements or representations on behalf of the Company which might alter or waive any of the Company's rights or to name any extra premiums or charges on any risk not listed in the Company's rate book.

Inasmuch as the insurance business is subject to changing laws, regulations and conditions, it is understood and agreed that the Company will prescribe rules, regulations, prices and terms under which it will insure risks. The Company retains the right to change, alter or amend the rules, regulations, prices and terms, including the right to limit, restrict or discontinue entirely the acceptance of applications on any policy, coverage or any line of insurance, at any time it deems advisable to do so without prior notice or consent of the Agent. Any such change, alteration, amendment or limitation shall become effective on the date specified by the Company.

### COMPENSATION

The Company agrees to pay and the Agent agrees to accept the compensation provided in the attached schedule subject to the terms and conditions set forth in this schedule. The schedule and the general conditions included therein are incorporated by reference and are made a part of this Agreement. The Company maintains the unilateral right to alter or change this schedule by giving the Agent prior written notice which shall clearly set forth the effective date of these changes.

The Company is hereby granted a first lien upon the commissions and other sums which may become due under this Agreement or any other Agreement the Agent may have with the Company. If the Company, for any reason, refunds any premiums on any policy written by the Agent, or any policy for the which the agent received compensation, or on any policy written by agents assigned or recruited to the Company by the Agent, whether legally required to refund or not, the Company has the right to deduct, set off or request repayment of the previously paid commissions.

In order to qualify for commissions, as detailed in the schedule of commissions and general conditions, the Agent must have an active Independent Agent's Agreement. The Agent is not entitled to any commissions after the Agent's Agreement has been terminated except as provided in the vesting section.

Net Paid Annualized Life Production - Total annualized commissionable life premium issued and paid during any period of time, net of any charge backs or adjustments for lapses, paid not takens, cancellations, and other policy terminations. Net annualized life production excludes premium paid on business which replaces existing policies of the Company or its affiliates or subsidiaries, and excludes single premium life, annuities, non-individual ordinary life policies of any kind, or business written on the life of, or owned by, the Agent or members of the Agent's family.

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In addition, if a decrease in face amount occurs on a Universal Life policy at any time in the 12 months following an increase, a charge back will occur and any amount added to net annualized life production because of the increase will be deducted in determining the current net annualized life production.

Commissionable Premium - For Universal Life policies, commissionable premium is the largest premium on which the Company will pay commissions at first year commission rates. For all other life policies, commissionable premium is the premium payable on the policy during the first policy year. Commissionable premiums are determined by the Company and published separately.

Annualized Premium - For Universal Life policies, annualized premium is the lesser of the commissionable premium or the periodic premium which the owner of the policy intends to pay multiplied by the number of periods in one year. For all other life policies, annualized premium is the commissionable premium multiplied by the number of periods in one year.

# COMMISSIONS

Commissions paid to the Agent are based upon the applicable commission rates for the policy year in question applied to premiums received by the Company.

Any additional policies written as a result of a guaranteed insurability option or its equivalent will create commission for the Agent only if the Agent is active at the time the additional policy is written.

Commissions will not be allowed on premiums paid by automatic premium loan and on premium waived by operation of a premium waiver provision. If conversion is exercised during a disability waiver period, commissions shall be limited to renewals only.

The Company has the right to withhold payment due the Agent until the amount is more than \$100.00. The Company has the right to change this minimum at any time for all commissions payable and will notify the Agent by stating the new minimum on the Agent's commission statement.

The Agent will receive no further compensation of any kind on a policy which has lapsed for three (3) months or longer. Commissions shall be allowed to the reinstating Agent on policies reinstated after lapse for non-payment of premiums based on the type of policy, timing of the reinstatement and the personal involvement of the Agent.

If a claim to a commission is disputed by another agent, the decision of the Company will be binding and conclusive.

If the Company returns a premium on a policy, the Agent will repay the Company on demand the amount of commission or advance received on the premium returned. Such amount can be recovered from future commission earnings.

The Company has the right to establish and change its rules for payment of commissions on policies that are replaced by or converted to new policies. Those written rules are hereby incorporated by reference.

# VESTING

Upon cancellation of this Agreement, the Agent will be fully and immediately vested in the commission provided in the Schedule of Commissions included herein for policy years two through ten. However, if in any calendar year after the cancellation of this Agreement, the total amount payable under this and any prior Agreement falls below \$100.00, no further commission will be payable under this Agreement or any prior Agreement and the Company will have no further obligations under these Agreements.

If the Agent (1) withholds funds, (2) embezzles funds, or (3) fails to comply with the insurance laws and regulations (either of the Company or of states in which the Agent operates), this Agreement will be canceled immediately and all rights to any future commissions will be forfeited.

If the Agent becomes totally and permanently disabled during the continuance of this contract, any commissions payable under this contract will continue to be paid subject to the \$100.00 minimum explained above.

If the Agent's death is the cause of termination, the vested commissions will be paid to the Agent's estate subject to the \$100.00 minimum explained above.

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### COMMISSION PAYMENT SPECIFICATIONS

Intra company replacements – As a general rule, the Company will not pay new first year commission on policies intended to replace either Protective Life Insurance Company policies or Empire General Insurance Company policies.

Internal replacements – As a general rule, the Company will not pay new first year commission on policies intended to replace an existing West Coast Life policy that has been inforce for less than two years.

**Persistency** - An Agent must maintain 80% 25-month persistency. If the Agent has not yet established a 25-month persistency, the Agent must maintain 90% 13-month persistency. The 13-month and 25-month persistency measure by *volume (face amount)* and *premium* will be used by the Company. This will be calculated in accordance with the Company's current rules.

**Term Conversions** - When a term policy is converted to a permanent plan of insurance, the Agent will receive first year commissions on no more than the commissionable premium less the term conversion credit regardless of how much premium is actually collected.

Face Amount Increases - For increases in face amount on Universal Life policies, the Company will pay first year commission, based on the commission rate applicable at the time of original issue, on the increased portion of the commissionable premium paid within the commissionable period following the increase. Revised commissionable premiums will be computed as if the policy were being issued on the effective date of the face amount increase.

In the event of a decrease in the face amount at any time during the twelve months following an increase, no further first year commissions will be payable. Face amount increases will receive first year commissions only to the extent that they exceed any prior increase both in face amount and commissionable premium.

Rider and Supplementary Benefit Rates - These rates are the same as those applied to the policy to which they are attached, except as may be specified in the Schedule of Commissions.

Temporary Flat Extra Ratings - These ratings are non-commissionable.

Conversion - Conversion during a period of disability waiver shall be limited only to a Non-par Whole Life policy form.

# INDEBTEDNESS

Any and all cash advances or other payments, including annualized commissions, made to the Agent by the Company, will create a debtor-creditor relationship. As security, the Company has a first lien upon any commissions or other amounts payable to the Agent under this or any other Agreement between the Company or any of its subsidiaries or affiliates and the Agent. The Company may at any time deduct from any commissions or other amounts payable to the Agent any debts owed to the Company by the Agent, or any debts owed to the Company arising out of business written by any agent which resulted in compensation to the Agent. The Agent will be responsible for all legal fees, court costs and collection fees incurred by the Company in the process of collecting any indebtedness.

The Company reserves the right to chargeback the Agent for any costs associated with medical testing of a proposed insured ordered at the Agent or BGAs request in instances where the Company does not receive a formal application on the proposed insured.

# AGREEMENT CANCELLATION

This agreement shall continue for an unspecified term during the mutual pleasure of the Agent and the Company until either party elects to cancel this Agreement for any reason. Cancellation shall become effective upon the mailing of the written notice of cancellation to the other party at the last known business address. This Agreement will cancel automatically upon the death of the Agent.

### ASSIGNMENTS

The Agent shall make no assignments of any rights or interest under this Agreement, including benefits or compensation, without the written consent of an officer of the Company. Any changes in the Agent's authority are permitted only when they appear in writing signed by an officer of the Company.

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# ADVERTISING

The Agent agrees not to conduct any advertising whatsoever, including, without limitation, television, radio, print, media, internet, computer or electronic demonstrations or illustrations involving the Company, its name or products without obtaining prior written approval of the Company.

# INSURANCE MARKETPLACE STANDARDS ASSOCIATION (IMSA) MARKET CONDUCT PRINCIPLES

West Coast Life Insurance Company has committed itself to upholding the Insurance Marketplace Standards Association (IMSA) Market Conduct Principles:

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

I have read, have understood and agree to follow the IMSA Principles and Code and West Coast Life Insurance Company's Ethical Market Conduct Guide.

# POLICY ADMINISTRATION

The Company requires the premiums submitted to the Agent be received in a fiduciary capacity and remitted immediately to the Company in gross. Net remissions of premiums are strictly forbidden. The Company will pay compensation as soon as possible and will assume the administrative handling of billings, changes and related duties.

West Coast Life Insurance Company has caused this Agreement to be signed and the Agent acknowledges his or her voluntary consent by signing below.

This Agreement, when executed, will become effective on		
In witness whereof, the parties have executed this Agreement	t thisday of	<u>,20 .</u>
Agent Signature		<del></del>
Mark S. Rush, Senior Vice President Marketing WEST COAST LIFE INSURANCE COMPANY		
Supplements to this Contract include:		
1) Form No	3) Form No	
2) Form No	4) Form No	



S	OLICITORS	INFORMATION SI	HEET
Agent Name:(As on license)	First Name	Middle Initial	Last Name
Solicitor For:	Agency Name		
			nt #:
Branch Code:	_		
1) 3 2) 1 3) 3 4) 1 5) 6	Solicitors Ir Background Signed W79 Errors & On Current lice	oformation Sheet of Questionnaire of Solicitors Agree of Solicitors Agree of Solicitors of policy's of Solicitors of policy's	face page)
	Home	e Office Use Only	
Investigative Reports; Equifax	B.I.	G	
West Coast Life Agent Numbers:			
Contract Effective Date:			
Agent Code:	Ag	reement mailed on:	<del></del>

State - \_\_\_\_\_ Date - \_\_\_\_

LIFECOMM: \_\_\_\_\_ Appt processed/Confirmed: State - \_\_\_\_ Date - \_\_\_\_

# West Coast Life Insurance Company SOLICITOR'S APPOINTMENT REQUEST & AGREEMENT OF CONDITIONS

West Coast Life Insurance Company, (herein referred to as Company) is hereby requested to make application to
the Department of Insurance of the State of for the issuance of a life insurance
agent's license and/or appointment authorizing (herein
referred to as Agent) to solicit applications on behalf of the Company.
I hereby agree that your consent to the issuance of such license and/or appointment is subject to, and I hereby agree to be bound by, each and all of the following conditions:
I shall be an Agent # assigned to the jurisdiction of (Agent or Agency)
(Agent or Agency)
The Company has no obligation to me for commissions, expense allowances or any form of compensation whatsoever in connection with the services performed and expenses incurred by me in the solicitation of applications for insurance issued by the Company. It is expressly understood that I am under direct contract with my General Agent who has personally agreed to compensate me for such services.
Earnings on commissions will be reported to the IRS for the Agency who signed the Independent Agent's Agreement on which commissions are being paid.
I have no employment contract with the Company, and I am not, and I shall refrain from holding myself out as an employee, partner, joint venturer, or associate of the Company.
I shall comply with the rules, regulations and rate books of the Company, the laws of the states I am licensed in, and the regulations of the Department of Insurance relating to my activities in the solicitation of insurance.
I shall not alter, modify, waive or change any of the terms, rates or conditions of any advertisements, receipts, policies or contracts of the Company in any respect.
I shall promptly remit to the Company any and all monies or securities received by me on behalf of the Company as full or partial payment of first year or renewal premiums, or any other item whatsoever.
I shall not obligate the Company nor incur expense on its behalf in any manner whatsoever.
The Company may without liability to me whatsoever, upon request of my General Agent, or upon its own initiative, cancel my appointment at any time.
The foregoing applicant is hereby recommended for appointment as an Agent assigned to my agency, subject to the terms of my Independent Agent's Agreement with the Company and this request.
Agency Principal Signature
This Agreement, when executed, will become effective on,
The parties have executed this Agreement thisday,
Agent Signature Bernard L. Robins, JD, CLU, Executive Vice President

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Name	
☐ Writing Agent ☐ Company Officer ☐	Both (If applicable)
Social Security Number	Company Tax I.D. Number
Residence Address	Mailing Address 9 Corporate Pork DR
City	City IRVine, CA
State Zip	State CA Zip 9260Ce
Residence Telephone ( )	
Birthdate:Spouse Name	· /
Email AddressI	
I	ICENSES/DESIGNATIONS
STATES WHICH YOU PLAN TO SOLICE	1: (Submit a copy of a current license for each state indicated below)
Resident License #:	State:
List all states in which you plan to solicit:	
BUSIN	ls: CLU, ChFC, CFC, MDRT, NQA, Other:
Yes No	NESS/PERSONAL EXPERIENCE
Yes No Have you ever, or do	VESS/PERSONAL EXPERIENCE  you currently represent West Coast Life Insurance Company?
Yes No Have you ever, or do y Has any insurance cor for lack of production	NESS/PERSONAL EXPERIENCE  you currently represent West Coast Life Insurance Company?  mpany or securities broker-dealer ever terminated your contract other than?
Yes No Have you ever, or do y Has any insurance cor for lack of production Do you have E & O co	you currently represent West Coast Life Insurance Company? mpany or securities broker-dealer ever terminated your contract other than? overage?
Yes No Have you ever, or do y Has any insurance cor for lack of production Do you have E & O co Have you ever had a co	you currently represent West Coast Life Insurance Company? mpany or securities broker-dealer ever terminated your contract other than? overage? claim filed against your E & O insurance coverage?
Yes No  Have you ever, or do y Has any insurance cor for lack of production Do you have E & O co Have you ever had a co Have you ever been b Have you ever had any	you currently represent West Coast Life Insurance Company? mpany or securities broker-dealer ever terminated your contract other than? overage? claim filed against your E & O insurance coverage? ankrupt or insolvent, either personally or in business? y liens or judgments, either personally or in business?
Yes No  Have you ever, or do y Has any insurance cor for lack of production Do you have E & O c Have you ever had a c Have you ever been b Have you ever had an Have you ever been in Have you ever had an	you currently represent West Coast Life Insurance Company? mpany or securities broker-dealer ever terminated your contract other than? overage? claim filed against your E & O insurance coverage? ankrupt or insolvent, either personally or in business? y liens or judgments, either personally or in business? investigated by any state insurance department or government agency? insurance license denied or revoked by a state or province?
Yes No  Have you ever, or do you have E & O con Have you ever had a con Have you ever had an Have you ever had an Has a bonding comparison.	you currently represent West Coast Life Insurance Company? mpany or securities broker-dealer ever terminated your contract other than? overage? claim filed against your E & O insurance coverage? ankrupt or insolvent, either personally or in business? y liens or judgments, either personally or in business? nvestigated by any state insurance department or government agency? insurance license denied or revoked by a state or province? ny denied, paid out on, or revoked a bond for you?
Yes No  Have you ever, or do you have E & O con have you ever had a con have you ever had an have you ever been con have you ever been been been been have you ever had an have you ever ha	you currently represent West Coast Life Insurance Company? npany or securities broker-dealer ever terminated your contract other than? overage? claim filed against your E & O insurance coverage? ankrupt or insolvent, either personally or in business? y liens or judgments, either personally or in business? nvestigated by any state insurance department or government agency? insurance license denied or revoked by a state or province? ny denied, paid out on, or revoked a bond for you? onvicted or plead guilty or no contest to a crime other than a misdemeanor?
Yes No  Have you ever, or do you have E & O con have you ever had a con have you ever had any have you ever been on have you ever been on have you now the subjection.	you currently represent West Coast Life Insurance Company? mpany or securities broker-dealer ever terminated your contract other than? overage? claim filed against your E & O insurance coverage? ankrupt or insolvent, either personally or in business? y liens or judgments, either personally or in business? nvestigated by any state insurance department or government agency? insurance license denied or revoked by a state or province? ny denied, paid out on, or revoked a bond for you? onvicted or plead guilty or no contest to a crime other than a misdemeanor? n probation? ect of any complaint, investigation or proceeding that could result in a
Yes No  Have you ever, or do you have E & O construction  Do you have E & O construction  Have you ever had a construction  Have you ever had any have you ever been on have you now the subjectives any of the you have you have you have you have you have you ever been on have you now the subjectives any of the you have you	you currently represent West Coast Life Insurance Company? mpany or securities broker-dealer ever terminated your contract other than? overage? claim filed against your E & O insurance coverage? ankrupt or insolvent, either personally or in business? y liens or judgments, either personally or in business? nvestigated by any state insurance department or government agency? insurance license denied or revoked by a state or province? ny denied, paid out on, or revoked a bond for you? onvicted or plead guilty or no contest to a crime other than a misdemeanor? n probation?
Yes No  Have you ever, or do you have E & O con for lack of production Do you have E & O con Have you ever had a con Have you ever had an Have you ever been on	you currently represent West Coast Life Insurance Company? mpany or securities broker-dealer ever terminated your contract other than? overage? claim filed against your E & O insurance coverage? ankrupt or insolvent, either personally or in business? y liens or judgments, either personally or in business? nvestigated by any state insurance department or government agency? insurance license denied or revoked by a state or province? ny denied, paid out on, or revoked a bond for you? onvicted or plead guilty or no contest to a crime other than a misdemeanor? n probation? ect of any complaint, investigation or proceeding that could result in a f the above questions? se provide complete explanation on separate paper and attach. est of my knowledge. I understand that in compliance with the Federal Fair the et sequellae), an investigative consumer report may be requested from a nation concerning my character, general characteristics, mode of living, and plication. Subsequent investigative reports may be requested to update your
Yes No  Have you ever, or do you have E & O consider the following of the statements are correct to the because of the statements made in this applied in the same ded.  Have you ever been or the you now the subject or the same ded.  Have you ever been or the you ever been or the you now the subject or the same ded.  Have you ever had an the you ever been in the you ever been or the you ever	you currently represent West Coast Life Insurance Company? mpany or securities broker-dealer ever terminated your contract other than? overage? claim filed against your E & O insurance coverage? ankrupt or insolvent, either personally or in business? y liens or judgments, either personally or in business? nvestigated by any state insurance department or government agency? insurance license denied or revoked by a state or province? ny denied, paid out on, or revoked a bond for you? onvicted or plead guilty or no contest to a crime other than a misdemeanor? n probation? ect of any complaint, investigation or proceeding that could result in a f the above questions?

# Form **W-9**(Rev. January 2003)

Department of the Treasury Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

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

page 2.	Name		
5	Business name, if different from above		
Print or type Specific Instructions	Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ►		Exempt from backup withholding
Print o c Instri	Address (number, street, and apt. or suite no.)	Requester's name and	address (optional)
n pecific	City, state, and ZIP code		
See S	List account number(s) here (optional)		
Par	Taxpayer Identification Number (TIN)		
Howe page	your TIN in the appropriate box. For individuals, this is your social security number (SSN). ever, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction. 3. For other entities, it is your employer identification number (EIN). If you do not have a number of the page 3.	ons on	or
Note: to en	If the account is in more than one name, see the chart on page 4 for guidelines on whose ter.	number Employer	identification number
Par	t II Certification		
	And the second of the second o		·

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.)

to rect int. (See the instructions of	r page 4.)	
Signature of		
U.S. person ►	Date ▶	
	Signature of	Signature of

# 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);
- 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:

- 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;
  - 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 1	Generally, exempt recipients  1 through 7 <sup>2</sup>	

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

# 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. 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.

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.

<sup>&</sup>lt;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.

# West Coast Life Ins Co - Instructions for Use of ASSIGNMENT OF COMMISSIONS FORM

NOTE: Effective Tax year 2001, earnings on commissions will be reported to the Internal Revenue Service for the party (Assignor) who signed the Agreement on which commissions are being paid. A notation will be made on the 1099 form indicating that commissions were assigned.

# **DEFINITIONS**

Company: West Coast Life Ins Co

Assignor: Person or entity electing to assign commission earnings
 Assignee: Person or entity to whom commission earnings are assigned

# WHEN DO YOU NEED AN ASSIGNMENT OF COMMISSIONS FORM?

- An agent signs an Independent Agent's Agreement. The contract is in his name and he wants to
  assign the commission earnings and contract benefits over to another party, either an individual or
  a corporate entity. WCL needs a copy of the Assignee's insurance license and the applicable
  State Insurance Regulation must allow the assignment of the commission earnings.
- If the contract name is a corporate entity and the State Insurance Regulation allows for a corporate entity to be the contract-holder and receive commission earnings, and the entity is properly licensed as such, and the signor of the Independent Agent's Agreement is an officer of the corporate entity, THEN NO Assignment of Commission form is required.
- Use of W-9 Form WCL requires a completed W-9 Form from each person or entity that executes an Independent Agent's Agreement.

# INSTRUCTIONS FOR COMPLETING ASSIGNMENT OF COMMISSIONS FORM

- A separate Assignment form must be completed for each Independent Agent's Agreement executed.
- All parties to the Agreement must sign the form.
- No Assignment shall become effective until executed by West Coast Life.
- Assignee must have valid life insurance license as applicable per State Insurance regulations.

To "terminate" assignment of commissions, we require written request signed and dated by Assignee. The person assigning his commissions CANNOT revoke the Assignment Form. The written request should state whether or not the termination includes renewals. If the termination does not include renewals, we will terminate current agent number and issue a new agent number to be used for all future business.

# West Coast Life Insurance Company ASSIGNMENT OF COMMISSIONS

I,(Assignor), for valuable consideration which I
acknowledge to be sufficient, hereby assign and transfer to
(Assignee), any and all first year and renewal commissions now due me or hereafter to become due under the
terms and provisions of the Independent Agent's Agreement entered into between me and WEST COAST LIFE
INSURANCE COMPANY dated and all supplements and amendments, if
any, for agent #
Payment of said commission to the Assignee shall discharge WEST COAST LIFE INSURANCE COMPANY
from all liability to the Assignor for the payment of such commissions to the same extent as if payment had been
made directly to the Assignor.
It is expressly agreed and understood that this Assignment is made subject to the rights of WEST COAST LIFE
INSURANCE COMPANY, whether under the terms of the above indicated Independent Agent's Agreement or
otherwise, to deduct from said commission due the Assignor any and all indebtedness now due or which may
become due WEST COAST LIFE INSURANCE COMPANY from the Assignor, and is also subject to prior
assignment of interest in the commissions herein assigned.
This assignment applies to (check one):
☐ All policies placed by me in the past and all policies placed by me in the future.
☐ All policies placed by me as of the date this Assignment is executed.
NOTE: Earnings on commissions will be reported to the Internal Revenue Service for the party (Assignor)
who signed the Agreement on which commissions are being paid. A notation will be made on the 1099
form indicating that commissions were assigned.
Signature of Assignor Date
WEST COAST LIFE INSURANCE COMPANY acknowledges receipt of this Assignment of Commissions, but does not assume responsibility for the validity or legality thereof.
Bernard L. Robins, JD, CLU, Executive Vice President WEST COAST LIFE INSURANCE COMPANY  Date

W7965C (01/03)

# West Coast Life Ins Co - Instructions for Use of ASSIGNMENT OF COMMISSIONS FORM

NOTE: Effective Tax year 2001, earnings on commissions will be reported to the Internal Revenue Service for the party (Assignor) who signed the Agreement on which commissions are being paid. A notation will be made on the 1099 form indicating that commissions were assigned.

# **DEFINITIONS**

Company: West Coast Life Ins Co

• Assignor: Person or entity electing to assign commission earnings

Assignee: Person or entity to whom commission earnings are assigned

# WHEN DO YOU NEED AN ASSIGNMENT OF COMMISSIONS FORM?

- An agent signs an Independent Agent's Agreement. The contract is in his name and he wants to
  assign the commission earnings and contract benefits over to another party, either an individual or
  a corporate entity. WCL needs a copy of the Assignee's insurance license and the applicable
  State Insurance Regulation must allow the assignment of the commission earnings.
- If the contract name is a corporate entity and the State Insurance Regulation allows for a corporate entity to be the contract-holder and receive commission earnings, and the entity is properly licensed as such, and the signor of the Independent Agent's Agreement is an officer of the corporate entity, THEN NO Assignment of Commission form is required.
- Use of W-9 Form WCL requires a completed W-9 Form from each person or entity that executes an Independent Agent's Agreement.

# INSTRUCTIONS FOR COMPLETING ASSIGNMENT OF COMMISSIONS FORM

- A separate Assignment form must be completed for each Independent Agent's Agreement executed
- All parties to the Agreement must sign the form.
- No Assignment shall become effective until executed by West Coast Life.
- Assignee must have valid life insurance license as applicable per State Insurance regulations.

To "terminate" assignment of commissions, we require written request signed and dated by Assignee. The person assigning his commissions CANNOT revoke the Assignment Form. The written request should state whether or not the termination includes renewals. If the termination does not include renewals, we will terminate current agent number and issue a new agent number to be used for all future business.

# Schedule of Commissions West Coast Life Insurance Company

COMMISSION PERCENTAGES			
	First Year	Renewal	Service Fee
Universal Life Plans	1	2 <b>-1</b> 0	11+
Single Life			
LifeTime Gold 120	80	4	1 (11-20 years)
LifeTime Advantage 100	80	4	1 .
J		•	·
	First Year	Renewal	Service Fee
Survivorship Life	1	2 -10	11+
Golden Legacy Protector IV	<i>7</i> 5	2	
Colder Begacy 1 Tolector 17	75	2.	<b></b>
Single Life Term Plans		<u> </u>	
Golden G10	65		
Solucii Gio	00		
Golden G15	<i>7</i> 0		
Golden G20	80		ANIA
Golden G25	<i>7</i> 5		_
Golden G30	<i>7</i> 5	·	-
C-11 X/00	00		
Golden V20	80		<u></u>
Golden V30	75		
Survivorship Life Term Plans			
Golden Legacy Term – 10 Year	70		·
Golden Legacy Term - 20 Year	80		
G 11 Y			
Golden Legacy Term - 30 Year	80		<u></u>



# **COMMISSION DIRECT DEPOSIT**

With West Coast Life's Commission Direct Deposit, your commission earnings will be deposited directly into your checking account.

Please complete this form and mail or fax it along with your **VOID CHECK** to the following address:

Margit Larot
West Coast Life Insurance Company
Commission Service Department
PO Box 193892
San Francisco, CA 94119-3892

OR

Fax: (205) 268-1601

# **Commission Direct Deposit Authorization**

	<b>1</b> • · · · · · · · · · · · · · · · · · ·	
I authorize West Coast Life Insurance Companbelow.	y to initiate entries to my (our	) account listed
Financial Institution Name	Account Number	
Your Signature	Agent Number	Date

This authority will remain in effect until West Coast Life Insurance Company has received written notification from me that I wish to discontinue participation in the Commission Direct Deposit program.

DON'T FORGET TO ATTACH A VOID CHECK. YOUR REQUEST CANNOT BE PROCESSED WITHOUT IT.



# ONLINE COMMISSION REQUEST FORM

You may view your West Coast Life commission statements online!

Please complete this form and mail or fax it to the following address:

Margit Larot
West Coast Life Insurance Company
Commission Service Department
PO Box 193892
San Francisco, CA 94119-3892

OR

Fax: (205) 268-1601

Your user id and password	will be sent to the email provided below.	(Fields with * are required)
*SSN or Tax ID:		
*Agent #:	*BGA (if not a BGA):	·
Agency Name:		
*Principal Agent Name: _		
*Street Address:		<del></del>
*City:	*State:	*Zip:
*Email:		-
*Phone#:	*Fax#:	
Office Contact Person:		

# 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	<del></del>		•
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 correspond	ience (check one):		
[] email [] fax [] mail			•
Business Phone	Home Phone		
Social Security #			
Insurance License Number			
Designations: CLU CPCU ChFC RHU	CFP LUTC CIC (circl	e 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 [			
If NASD registered, what is the name of	your broker dealer?		
Page 1	••	•	•
titte Turneyter wlongs word and sign on	them side tttt		·

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