

**appointment** | **Producer**  
**checklist** | Individual

CKLIST



Ameritas Life Insurance Corp. (ALIC), Ameritas Life Insurance Corp. of New York (ALICNY)

To: Field Relations / Fax: 513-595-2800

From: \_\_\_\_\_ Producer Name: \_\_\_\_\_

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

The forms below are for the sale of Fixed Life products for Ameritas Life Insurance Corp.

**Section I: Individual Producer**

- Producer Application (Form ULC 229)
- Applicant Authorization to Obtain Consumer Report (Form ULC 5)
- Producer Contract (Form ULC 293)
- State Appointment Form (Form ULC 45)
- Credit Card Authorization (Form ULC 93) for all nonresident state appointments or send check payable to 'Ameritas'
- Market Conduct Form (Form ULC 16 Page 5 only)
- Direct Deposit (Form ULC 228)
- W-9 Request for Taxpayer ID Number
- Proof of E&O Coverage

**Optional**

- Designation of Beneficiary (Form ULC 21)
- Producer Annualization Authorization (Form ULC 230)

**Complete the following if ONLY selling Disability Income products OR Life and Disability Income in the state of New York:**

- Expense Allowance Form (Form ULC 300)
- Hierarchy Worksheet (to be completed by Agency/Manager)

**Section II: To Be Completed by Agency/Manager**

Producer Commission Schedule Rank: \_\_\_\_\_ (HO Use)

Producer Reports To: Name: \_\_\_\_\_ Number: \_\_\_\_\_  
(format: AG000xxxxx-xx)

**Commissions payable:**

- As earned
- Annualization/Placed Advance (Producer Annualization Authorization form required.)  
(check one)
  - 50%
  - 75%

# Producer Application

Ameritas Life Insurance Corp., Ameritas Life Insurance Corp. of New York



Legal Name: (Last, First, Middle)			Preferred Name:		
Social Security Number:		Date of Birth:		Professional Designations: (CLU, ChFC, other)	
Fax Number:			Cell Phone Number:		
Residence Address: Street		City:	State:	ZIP:	Residence Telephone:
Business Address: Street		City:	State:	ZIP:	Business Telephone:
Your Email Address:			Website Address:		

Where is mail to be delivered?  Business  Residence

Are you currently or have you ever been a registered representative or a registered investment advisor? If yes, with whom? \_\_\_\_\_

## Bonding, Securities and Insurance Questions

If the answer to any of the following questions is "Yes," you must submit a detailed explanation of each issue/obligation, including documented repayment terms.

1. Do you now owe any money to another insurance company or have you ever discontinued selling for another insurance company when you were indebted to the company? . . . . .  Yes  No
2. Have you ever been a party to a bankruptcy or receivership proceeding involving your personal or business debts? . . . . .  Yes  No
3. Have you had or are you currently involved in any personal or business tax liens, suits, judgments, collections or charged off debt? . . . . .  Yes  No
4. Has any insurance company ever terminated any agency, agent or broker contract with you for any reason other than insufficient sales? . . . . .  Yes  No
5. Have you ever had any charges or complaints filed against you by any state insurance department or other entity? . . . . .  Yes  No
6. Has any person ever complained to an insurance department or other agency about your conduct as an agent? . . . . .  Yes  No
7. Has your insurance license ever been suspended or revoked or have you ever been denied a license? . . . . .  Yes  No
8. Have you ever been charged with or convicted of a felony? . . . . .  Yes  No
9. Have you been charged with or convicted of a misdemeanor in the past 5 years? . . . . .  Yes  No
10. Are you now bonded to handle money belonging to others? . . . . .  Yes  No  
If yes, with whom? \_\_\_\_\_
11. Has a bonding company ever denied, paid out on, revoked or refused to bond you? . . . . .  Yes  No
12. Do you have professional liability or errors and omissions insurance? . . . . .  Yes  No  
If yes, enter insurer's name and amount of coverage: \_\_\_\_\_

**I verify that my answers to these questions are true and complete to the best of my knowledge.**

\_\_\_\_\_  
Signature of Agent

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

# Disclosure and Authorization to Obtain Consumer Report

DISCLOSE

## A Consumer Report Will Be Obtained

**For use with the following: Ameritas Life Insurance Corp., Ameritas Life Insurance Corp. of New York, and Ameritas Investment Corp., collectively referred to as "the Company".**



I understand that the Company will utilize the services of an investigative consumer reporting agency to obtain a consumer credit report/ investigative consumer report as part of the procedure for processing my application for appointment as a field representative with the Company.

The nature and scope of the investigation sought is as follows: to provide applicable information concerning my credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living.

I understand I have the right to visually inspect the files concerning me maintained by an investigative consumer credit reporting agency during normal business hours and upon reasonable notice. The inspection can be done in person if I appear in person and furnish proper identification; I am entitled to a copy of the file for a fee not to exceed the actual costs of duplication. I am entitled to be accompanied by one person of my choosing, who shall furnish reasonable identification. The inspection can also be done via certified mail if I make a written request, with proper identification, for copies to be sent to a specified address. I can also request a summary of the information to be provided by telephone if I make a written request, with proper identification for telephone disclosure, and the toll charge, if any, for the telephone call is prepaid by or directly charged to me. I further understand that the investigative consumer credit reporting agency shall provide trained personnel to explain to me any of the information furnished to me; I shall receive from the investigative consumer reporting agency a written explanation of any coded information contained in files maintained on me. Examples of proper forms of identification are valid driver's license, social security account number, military identification card and government issued IDs.

I also understand that before I am denied appointment based, in whole or part, on information obtained in the report, I will be provided a copy of the report and a description in writing of my rights under the Federal Fair Credit Reporting Act.

This consent will not affect my ability to question or dispute the accuracy of any information contained in my credit report. I understand if I disagree with the accuracy of any information in the report, I must notify the Company within five business days of the report that I am challenging information in the report. The Company will not make a final decision on my status until after I have had a reasonable opportunity to address the information contained in the report.

## Application Authorization to Obtain Consumer Report and Other Information

I, the undersigned Applicant, do hereby consent to this investigation and authorize the Company to procure a consumer report and investigative consumer report on my background as stated above from a consumer agency and/or investigative consumer reporting agency, which will be used in whole or in part as a factor in establishing my eligibility for appointment as a field representative with the Company.

Further, I authorize the Company to retrieve and review any and all regulatory and criminal records submitted on my behalf, including records maintained on the Central Registration Depository ("CRD") system by prior employers (broker/dealers and registered investment advisors).

This authorization shall remain on file and serve as an ongoing authorization for you to obtain such records about me.

I also acknowledge that I have received the summary of my rights under the Fair Credit Reporting Act. Further, I acknowledge that I have received and read the "Disclosure That A Consumer Report Will Be Obtained" above and I am providing my authorization herein voluntarily.

I understand that as part of the Company's procedure for processing my application and/or evaluating me for contract and licensing purposes, a routine inquiry may be made whereby information is obtained through personal interviews and background checks with third parties, including, but not limited to, family members, employers, business associates, financial sources, landlords, public agencies, friends, neighbors, or others with whom I am acquainted. This inquiry includes information as to my character, business reputation and financial stability, whichever may be applicable. It may include obtaining information covering up to: the last seven years regarding my credit background, lawsuits, judgments, paid tax liens, unlawful detainer actions, failure to pay spousal or child support, accounts placed for collection, and criminal conviction records consistent with federal and state law; and the last ten years regarding bankruptcies. I have the right to make a written request within a reasonable period of time for a complete and accurate disclosure of additional information concerning the nature and scope of the inquiry. My signature below operates to release from all liability and responsibility those parties supplying information to the Company and I authorize the Company to use this information where its legal interest and/or obligations are involved. Further, I acknowledge that I have no objection to the Company investigating any of these facts and agree to indemnify and hold the Company harmless against any liability which may result in conducting such investigation.

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

Applicant Name (printed) \_\_\_\_\_ Social Security No. \_\_\_\_\_

**FOR CALIFORNIA, MINNESOTA AND OKLAHOMA LICENSED AGENTS ONLY:** I have the right to request a copy of my consumer credit report from the consumer credit reporting agency by checking the box icon below.

I wish to receive a copy of the consumer credit report. (Check box only if you wish to receive a copy.)

I further understand that I shall receive a copy of any investigative consumer credit report obtained by the Company, and information on who issued the report and how to contact them, either at the time of any meeting or interview between the Company and me or within seven days of the date the Company receives the report, whichever is earlier.

Para informacion en espanol, visite [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20006

## A summary of your rights under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies, including credit bureaus and speciality agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) or write to:**

Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552-0003.

### You may have additional rights under Maine's FCRA, Me. Rev. Stat. Ann. 10, Sec 1311 et seq.

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your "file disclosure"). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
  - a person has taken adverse action against you because of information in your credit report;
  - you are the victim of identity theft and place a fraud alert in your file;
  - your file contains inaccurate information as a result of fraud;
  - you are on public assistance;
  - you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from each nationwide specialty consumer reporting agencies. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete, or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).
- **You may limit "prescreened" offers of credit and insurance you get based on information in your credit report.** Unsolicited "prescreened" offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt out with the nationwide credit bureaus at 1-888-567-8688.
- **You may seek damages from violators.** If a consumer reporting agency, or, in some instances, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may sue them in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

States may enforce the FRCA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:

Type of Business	Contact
1. a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates.	a. Bureau of Consumer Financial Protection 1700 G Street NW Washington, DC 20006
b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the Bureau:	b. Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 (877)382-4357
2. To the extent not included in item 1 above:	
a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks	a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050
b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act	b. Federal Reserve Consumer Help Center PO Box 1200 Minneapolis, MN 55480
c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations.	c. FDIC Consumer Repsonse Center 1100 Walnut Street, Box #11 Kansas City, MO 64106
d. Federal credit unions	d. National Credit Union Administration Office of Consumer Protection (OCP) Division of Consumer Compliance and Outreach (DCCO) 1775 Duke Street Alexandria, VA 22314
3. Air carriers	Asst. General Counsel for Aviation Enforcement & Proceedings Department of Transportation 400 Seventh Street SW Washington, DC 20590
4. Creditors subject to Surface Transportation Board	Office of Proceedings, Surface Transportation Board Department of Transportation 1925 K Street NW Washington, DC 20423
5. Creditors subject to Packers and Stockyards Act	Nearest Packers and Stockyards Administration area supervisor
6. Small business investment companies	Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, SW, 8th Floor Washington, DC 20416
7. Brokers and Dealers	Securities and Exchange Commission 100 F St NE Washington, DC 20549
8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations	Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090
9. Retailers, finance companies, and all other creditors not listed above	FTC Regional Office for foreign in which the creditor operates or Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 (877)382-4357

# contract



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## Producer

**For use with Producers of the following:**

Ameritas Life Insurance Corp.

Ameritas Life Insurance Corp. of New York

# Producer Contract

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## Parties to the Contract

**This Contract is between the below named party, herein called the Producer, and the following companies:**

Ameritas Life Insurance Corp. (“Ameritas Life”) with respect to Ameritas Life products; Ameritas Life Insurance Corp. of New York (“Ameritas Life of NY”) with respect to Ameritas Life of NY products.

The words “Company”, “we”, “our” and “us” refer to Ameritas Life with respect to Ameritas Life products and Ameritas Life of NY with respect to Ameritas Life of NY products. You understand and agree that you are an agent of Ameritas Life, not Ameritas Life of NY, when you are selling Ameritas products; that you are an agent of Ameritas Life of NY, not Ameritas Life, when you are selling Ameritas Life of NY products.

## Duties

You agree to do the following while this Contract remains in effect:

- Solicit applications for our policies;
- Maintain proper records and accounts of business transacted under this Contract, including but not limited to, records of all written sales proposals made, applications taken, money collected, policies issued and delivered, and all service to policyowners on our behalf. All such records shall be made available to us with or without prior notice, during business hours;
- Act as trustee for our monies and promptly send us all you receive on our behalf in accordance with our policies and procedures;
- Secure and pay for, and provide to us adequate proof of, any licenses, securities registration, bond, and errors and omissions insurance coverage as may be required by us or the states where you are authorized to solicit insurance and/or securities;
- Promptly send us notice of any legal document served upon you for actions brought against us;
- Promptly and accurately respond to all Company requests, correspondence and investigations;
- Ensure that policies are promptly delivered in accordance with their terms of the policy. No policy shall be delivered after the expiration of the delivery period specified by us unless you have received our prior approval. You will not deliver any insurance policy unless the proposed insured is, at the time of delivery, in the same health and insurable condition as represented in the policy application. You will promptly return to us all policies not delivered to the owner within the prescribed time period;
- Abide by all laws and regulations governing the sale and solicitation of insurance;
- Abide by all applicable federal and state privacy laws and regulations.
- Conduct yourself so as not to adversely affect the business reputation or good standing of either yourself or us;
- Abide by federal anti-money laundering laws and all Company policies and procedures relating thereto.

## Conduct & Relationship

Nothing in this Contract shall be construed to create the relationship of employee and employer between you and us. You will be acting as an independent contractor only, and not as an employee, partner or associate of the Company. You will be responsible for all expenses incurred while carrying out the terms of this Contract.

You shall be free to exercise your own judgment as to the persons from whom you will solicit insurance, the time and place of supervision of your associates and brokers assigned to and supervised by you. The Company shall have no direction or control over your time and physical activities.

You agree to be governed by this Contract and to observe and comply with the rules and regulations now in effect, or as amended as set forth by the Company, including but not limited to those rules and regulations described in manuals and bulletins we may issue, as well as those issued by state insurance departments. You further agree to be bound by any Compensation Supplements or Schedules that may be published by us and is hereby incorporated herein by reference, as well as by any conditions in any Addenda to the Contract which we may agree to.

You hereby agree as follows:

- Upon termination of the Contract for whatever reason, you will not contact any of our policyholders, directly or indirectly, to solicit the replacement of our policies with the policies of another company. This agreement shall apply for a period of one (1) year subsequent to the date of the termination of the Contract and includes the activities of either yourself, or any other firm, person, business entity, or association with whom you are affiliated. Such agreement by you is, however, specifically limited to the

primary geographical area in which you or your Producers solicited business while associated with us. Furthermore, you specifically acknowledge that we have a continuing proprietary interest in all of our policies, and that the purpose of this agreement is to prevent interference with such interest.

## Appointments

You may request appointment of properly licensed individuals or business entities as (“Downline Producers”) to solicit applications for our policies within your hierarchy (“Hierarchy”). Downline Producers must enter into a written contract with us on forms we provide, and will be assigned to your Hierarchy pursuant to our policies.

We retain the right to approve, reject or terminate any appointment you may request without any liability to us. You expressly indemnify and hold us harmless for any liability arising from any agreement between you and any Downline Producers.

## Limits of Authority

**You are not authorized to do the following:**

- Act on our behalf in any manner other than as stated in this Contract;
- Collect renewal premiums;
- Incur any indebtedness or liability not authorized in writing by the Company;
- Waive or extend the time for payment of any premium;
- Withhold any of our monies or property;
- Rebate commissions;
- Commingle our funds, including gross premiums on business produced by you personally or your Downline Producers, with any other funds;
- Accept premium payments in any form other than electronic funds transfer (EFT) or the policyowner's check made payable to the issuing Company;
- Endorse checks or other types of negotiable instruments on our behalf;
- Bind us to insure beyond what is stated in our Conditional Receipt, Temporary Insurance Agreement or policy of insurance;
- Deliver policies where the first premium has not been paid or the Insured is not in good health;
- Advertise our policies or name without our written permission;
- Alter, modify, waive, or change any of the terms, rates, or conditions of any of our advertisements, promotional materials, receipts, policies, contracts, or illustrations;
- Misrepresent or omit important facts in any application or supplemental material;
- Solicit or otherwise participate, contrary to Company policy, in any type of stranger-owned or investor-owned life insurance or in any other type of life settlement or viatical transaction that involves a policy issued by a Company.

## Commission & Vesting

The Company shall pay to the Producer, as full commission for services rendered under this Contract, the following Commission:

- a) *Producer Schedule of Commission:* Commission shall be paid to you as set forth in the Producer Schedule of Commission, and any supplements or amendments thereto, on issued and paid policies solicited by you or your Downline Producers while this Contract is in force. First Year and Renewal commission is vested provided that you are not terminated For Cause, as further defined herein. Service Fees and Trail commission are not vested.
- b) *Bonus Commission:* Bonus Commission shall be paid to you while this Contract is in force as set forth in any Bonus Commission schedule, and any supplements or amendments thereto, on any issued and paid policies solicited by your or your Downline Producers while this Contract is in force. Bonus Commission is not vested.
- c) *Other Commission:* The Company shall pay to you any other commission on issued and paid policies or submitted applications for policies solicited by you or your Downline Producers, pursuant to any applicable commission schedule (and any supplements or amendments thereto) that you and the Company have agreed, in writing, to incorporate into this Contract while it is in force. Any First Year or Renewal commission is vested provided that you are not terminated For Cause as further defined herein. Any Service Fees or Trail commission are not vested.

We will pay you commission for any sale of our products in accordance with the above-referenced schedules and supplements, but will reduce such commission by any amount paid by us to any Downline Producers

within your Hierarchy on such sale. We may amend, modify or supplement these at any time without notice by publishing same in writing or on our website. Any such change will apply only to policies solicited after the effective date of such change.

The term "vested" is defined as your right to receive compensation after the Voluntary termination of the Contract. If any compensation is not vested or non-vested, then you forfeit your right to receive the compensation once the Contract is terminated for whatever reason. After the termination of this Contract, we may assign you policies for servicing under a subsequent Contract, and you may earn non-vested compensation for such servicing pursuant to that Contract's terms and conditions.

We reserve the right to pay reduced commission on a policy which, at the time of issue, causes us extra expense or results in an additional premium for the insured due to: reinsurance; age of the insured; risk classification; size of the policy; or any other factor. We also reserve the right to pay reduced commission if a new policy is issued and an existing policy on the same life is terminated; lapses within six months prior to the date of the application for the new policy; or within twelve months after the issue date of the new policy.

We reserve the right to suspend your right to receive commission under this Contract should we suspect that you are engaged in any activity that could lead to the termination of this Contract pursuant to its "For Cause" termination provision. Such suspension shall be effective upon written notification specifying the basis and duration of the suspension. The suspension shall not exceed sixty (60) days from the date of the notification. In the event the Contract is not terminated "For Cause" following the suspension, then you shall be entitled to any commission to which you were entitled but did not receive during the suspension. In the event it is later determined that grounds exist to consider the termination as "For Cause," then it shall be retroactively effective as of the date of your original termination and your right to any vested commission shall cease as of that original date. We may seek reimbursement for any vested commission paid to you after the Contract's termination should it be later determined that such termination was For Cause.

**To individuals we appoint pursuant to your request:**

We will pay commissions directly to your Downline Producers. We will incur no liability to any individual appointed at your request for commissions or other commission in excess of those appearing in the applicable commission schedule.

**Lien for debts:**

You shall be liable to repay us any commission paid to you: (a) on premiums we have refunded; (b) pursuant to any Schedule or Supplement incorporated herein or any Annualization Authorization agreement between you and us; (c) on the replacement of an existing policy contrary to our published Replacement Guidelines; or (d) in error, or otherwise in conflict with the terms of the Contract. You furthermore unconditionally guarantee the repayment of any unpaid debt owed to us by any Downline Producers within your Hierarchy, including those debts arising under any Annualization Authorization agreement between us and such Downline Producers, without us having to first exhaust any remedy against the Downline Producers.

Any such debt shall be due and payable immediately. You affirmatively acknowledge and agree that any debt arising under this section may be satisfied by the Company's withholding of any future commission or expense reimbursement payable under this or any other contract between you and us, including any non-qualified deferred commission contract or arrangement. You hereby assign, transfer, and set over to us any commission, expense reimbursements, or monies that from time to time may become due to you from us under this Contract to secure any debt to us. You additionally agree to repay on demand any disbursements we make for any claims against you, and any costs or attorney fees we incur associated with those claims, as a result of transactions arising out of this Contract.

You authorize us to report to consumer reporting agencies and other credit organizations all information concerning any debts not repaid in full by you. You acknowledge that such information may be provided to any insurance company with which you may seek appointment in the future.

**Policy years:**

A policy year consists of 12 months, beginning on the effective date of the policy.

**Change, conversion, replacement, reinstatement:**

If a policy is changed, converted, replaced, or reinstated, the amount of your commission payment will depend on current published procedures.

## General Provisions

We reserve the right to:

- reject applications;
- limit the amount or type of policies offered;
- require higher premiums than applied for;
- withdraw or alter existing policy forms;
- introduce new policies or procedures;
- establish agencies and/or appoint representatives within the city and/or state in which you are licensed.

### **Background Check:**

The validity of this Contract is contingent upon a completed background check, the results of which are satisfactory to us.

### **Indemnification:**

You agree to indemnify and hold the Company harmless for any and all expenses, costs, causes of action and/or damages resulting from any unauthorized act or omission by you, your agents or your representatives.

### **Assignment:**

You may not assign any of your rights under this Contract without our written consent. We will not be responsible for, nor guarantee the validity or sufficiency of any assignment.

### **No waiver of provisions:**

Our failure to enforce any provision of this Contract does not constitute a waiver of that provision. In the event we do waive a provision, no precedent will be set and we may enforce that same provision in the future.

### **Right to payment:**

We have the right to suspend payment under the provisions of this Contract if you with-hold property belonging to us after we have requested it from you. Property, for the purposes of this provision, will include but not be limited to, rate manuals, computer hardware and software, and printed materials bearing our name or any trademark that we own.

### **Amendments:**

No modification or amendment to this Contract by you will be valid without our prior written consent.

### **Governing law:**

This Contract will be governed by the laws of the State of Nebraska and the venue for any dispute arising under this Contract or Schedule, amendment, modification or Supplement shall be, in our sole discretion, the state or federal courts of Nebraska or Ohio.

### **Records:**

We reserve the right to review, at any time during normal business hours, your records and accounts of business.

### **Confidentiality:**

You will treat all matters relating to our business as confidential information, and not divulge any information in any way to persons other than ourselves during or after the term of this Contract. You acknowledge that you may receive nonpublic personal information, whether financial information or health information from customers and/or consumers of the Company, and hereby agree that you will not further disseminate such information for any purposes not arising from and necessary to the performance of your obligations under this Contract; that you will restrict access to such information to those who are performing work under this Contract and take steps and measures to assure that such information remains confidential; and that you will comply with the privacy and security requirements of the Gramm-Leach-Bliley Act, the Health Insurance Portability and Accountability Act, the Fair Credit Reporting Act, and all other applicable federal and state laws and regulations respecting the privacy and security of customer/ consumer personal information.

### **Advertising:**

All advertisements, circulars and other material relating to our business, which are intended for publication or distribution to the public by you, must be submitted to and receive written approval from us before being used.

### **Notices:**

Unless otherwise specified, any notices required under this Contract shall be in writing or in electronic format.

## Contract Termination

### **Voluntary:**

Notwithstanding any other provision in this Contract, either party can terminate this Contract by giving the other party advance written notice.

### **Automatic:**

This Contract will automatically terminate in the event of:

- assignment (other than as provided for under the assignment section) for the benefit of creditors;
- your dissolution;
- your bankruptcy.

Termination by reason of this section shall be deemed to have occurred as of the date of the event causing such termination. Unless otherwise provided herein, we may continue to rely on this Contract as it existed before such event until we receive formal written notice thereof.

### **For Cause:**

All your rights under this Contract, including the right to any further payment of any type of compensation, either during, or after the termination of this Contract, shall automatically and completely cease if any of the following occur any time:

- (1) You engage in any act of fraud, misconduct, or misrepresentation related to any actions taken by you under this Contract;
- (2) You fail to promptly return upon demand our policy lists, records, and other property as set forth in this Contract;
- (3) You systematically induce or attempt to induce policyholders to surrender our policies or to discontinue premium payments on any policies with us whether or not there has been compliance with any applicable governmental regulations concerning replacement;
- (4) You commit any of the following acts:
  - a. breach the terms of this Contract;
  - b. knowingly violate our rules and regulations; or
  - c. violate any applicable insurance or securities or any other laws or regulations in the states in which you conduct business; or
  - d. violate any federal securities law or any Financial Industry Regulatory Authority rules; or
- (5) You fail to promptly and accurately respond to any correspondence, inquiry or investigation directed to you by the Company.

Upon termination of this Contract, you agree to return any equipment, supplies, printed materials or other property, including but not limited to, policyholder lists and policyholder records, we furnished you. By agreeing to this term, you acknowledge that any policyholder lists or records in your possession are our property, and that the Company has a continuing proprietary interest in the lists and records relating to its policyholder.

Should you be terminated For Cause, you will be liable to us for any loss or damage, including attorney fees and costs, to which we may have been or will be subjected by virtue of such acts allowing termination. For purposes of determining whether this contract has been breached For Cause, the acts of all your employees shall be deemed your acts.

## Signatures

By signing below, you accept an appointment as our Producer, effective

\_\_\_\_\_ subject to the terms of this Contract.

Electronic, scanned or faxed signatures are acceptable and are deemed to be original, binding signatures for purposes of this Contract.

### ■ If individual Contractee

\_\_\_\_\_  
Printed Name of Producer

→

\_\_\_\_\_  
Producing Producer

\_\_\_\_\_  
Date

### ■ If business entity Contractee

\_\_\_\_\_  
Printed Name of Business Entity

\_\_\_\_\_  
Printed Name and Title of Producer Representative

→

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### ■ Personal Guaranty of Business Entity Contractee's Performance

By affixing my signature below, I personally guarantee the Producer's full performance under this Contract, including the repayment of any debt that may arise thereunder, without the Company having to first exhaust any remedy against the Producer. I consent to the Company's retention of any and all compensation earned and payable to me under any contractual agreement between me and the Company in order to satisfy it, including any non-qualified deferred compensation contract or arrangement.

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

→

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### ■ On behalf of the following:

Ameritas Life Insurance Corp.

Ameritas Life Insurance Corp. of New York

By:

  
\_\_\_\_\_

Sandra Crum

2nd Vice President, Field Relations

# State Appointment Form

Please complete the attached form for each state in which you wish to be appointed.

Ameritas Life Insurance Corp., Ameritas Life Insurance Corp. of New York



- All payees in the writing agent's upline hierarchy must be appointed to receive compensation on variable products in all states and non-variable products in the states of CA, MA, NM, NY, PA & SC.
- Non-Resident State Appointment Fees are the Producer's responsibility.
- Enter the Fee Due for each state in which you wish to be appointed in.
- Submit this form with your contracting paperwork, along with a check OR Credit Card Authorization (Form ULC 93) for the TOTAL FEES DUE.

Producer Name (please print or type):	Agent #:
---------------------------------------	----------

State	Appointment Fees		Appointment Fees Due PER COMPANY		TOTAL DUE PER STATE
	Resident Fee PER COMPANY	Non-Resident Fee PER COMPANY	Ameritas Life	Ameritas Life of New York	
Alabama	\$40	\$40			
Alaska	\$0	\$0			
Arizona	\$0	\$0			
Arkansas	\$0	\$0			
California	\$29 Life + \$29 Disability + \$29 Var	\$29 Life + \$29 Disability + \$29 Var			
Colorado	\$0	\$0			
Connecticut	\$20	\$20			
Delaware	\$25 Ind / \$0 Corp	\$25 Ind / \$0 Corp			
DC	\$25	\$25 Ind			
Florida	\$60 Ind / \$0 Corp	\$66 Ind / \$0 Corp			
Georgia	\$10 Ind / \$0 Corp	\$10 Ind / \$0 Corp			
Hawaii	\$0	\$0			
Idaho	\$0	\$0			
Illinois	\$0	\$0			
Indiana	\$0	\$0			
Iowa	\$8 Ind / \$0 Corp	\$8 Ind/\$0 Corp			
Kansas	\$5	\$5			
Kentucky	\$40 Ind / \$100 Corp	\$50 Ind / \$120 Corp			
Louisiana	\$20 Life + \$20 Var	\$20 Life + \$20 Var			
Maine	\$30 Ind / \$0 Corp	\$70 Ind / \$0 Corp			
Maryland	\$0	\$0			
Massachusetts	\$75	\$75			
Michigan	\$5	\$5			
Minnesota	\$30 Ind / \$0 Corp	\$30 Ind / \$0 Corp			
Mississippi	\$25 Ind / \$0 Corp	\$25 Ind / \$0 Corp			
Missouri	\$0	\$0			
Montana	\$0	\$0			
Nebraska	\$8 Ind / \$0 Corp	\$8 Ind / \$0 Corp			
Nevada	\$15	\$15			
New Hampshire	\$25	\$25			
New Jersey	\$25	\$25			
New Mexico	\$20 Life + \$20 Var / \$0 Corp	\$20 Life + \$20 Var/\$0 Corp			
New York	\$0	\$0			
North Carolina	Ind - \$10 Life + \$10 Disability + \$10 Var / \$0 Corp	Ind - \$10 Life + \$10 Disability + \$10 Var / \$0 Corp			
North Dakota	\$10	\$10			
Ohio	\$15 Life + \$15 Disability + \$15 Var	\$15 Life + \$15 Disability + \$15 Var			
Oklahoma	\$30	\$30			
Oregon	\$0	\$0			
Pennsylvania	\$15	\$15			
Rhode Island	\$30	\$30			
South Carolina	\$0	\$0			
South Dakota	\$10 Ind / \$0 Corp	\$20 Ind / \$0 Corp			
Tennessee	\$15 Ind / \$0 Corp	\$15 Ind / \$0 Corp			
Texas	\$10	\$10			
Utah	\$0	\$0			
Vermont	\$60 Life + \$60 Var / \$0 Corp	\$60 Life + \$60 Var / \$0 Corp			
Virginia	\$10	\$10			
Washington	\$20	\$20			
West Virginia	\$25 Ind / \$0 Corp	\$25 Ind / \$0 Corp			
Wisconsin	\$16 Ind / \$0 Corp	\$40 Ind / \$0 Corp			
Wyoming	\$15	\$15			
*Make check payable to Ameritas	<b>TOTAL FEES DUE</b>				\$



# guide to market conduct

## For financial professionals associated with:

Ameritas Life Insurance Corp.

Ameritas Life Insurance Corp. of New York

Ameritas Investment Corp.

Acacia Life Insurance Company

The Union Central Life Insurance Company

# table of contents

## introduction

Message from JoAnn Martin and Tim Stonehocker . . . . . 3

## compliance with market conduct guidelines

Questions and Approvals . . . . . 5

Instructions . . . . . 5

## industry response to market conduct standards

The Principles of Ethical Market Conduct. . . . . 7

## the Ameritas commitment to ethics

The Ameritas principles. . . . . 7

Mutual Obligations . . . . . 8

## required business practices . . . . . 8

### compliance procedures in action

Contract, Licensing and Registration . . . . . 8

Contracting, Appointment and Maintenance Standards . . . . . 9

Training and Education . . . . . 9

Errors and Omissions Liability Insurance . . . . . 9

Tax and Legal Implications . . . . . 10

Conflicts of Interest . . . . . 10

Handling Funds . . . . . 10

Anti Money Laundering (AML) . . . . . 10

Charging Fees . . . . . 11

Privacy . . . . . 11

Security Breaches . . . . . 11

Do Not Call . . . . . 11

Anti-SPAM . . . . . 11

Fair Competition . . . . . 11

Compliance Requirements for Marketing Materials . . . . . 12

Social Media . . . . . 14

Registered Representative's Marketing Materials . . . . . 14

Handling Client Complaints . . . . . 15

## sales process for the individual market

Needs-Based Sales . . . . . 15

Stranger Owned Life Insurance ("STOLI")/  
Investor Owned Life Insurance ("IOLI") . . . . . 15

Life Settlements . . . . . 15

Replacements . . . . . 15

Field Underwriting and Insurability . . . . . 16

Sales Illustrations and Literature . . . . . 16

Completing Applications and Other Company Forms . . . . . 17

Policy Delivery . . . . . 17

Service at Time of Claim . . . . . 17

## sales process for the guaranteed standard

### issue (gsi) and retirement plan markets

Underwriting Authority . . . . . 18

Disclosure Requirements . . . . . 18

Sales Literature . . . . . 18

Sales Practices . . . . . 18

## we're in the business of fulfilling life

At Ameritas, fulfilling life is what we do daily. We continuously strive to help our customers enjoy life at its very best by reducing uncertainty, helping grow assets and protecting what is most cherished.

Backed by a foundation of financial strength, we offer a competitive array of insurance, retirement and investment products. And we service them in a highly welcoming, ethical and professional manner that builds lasting trust and enduring relationships. We're here to help customers put worry behind and the future ahead and help enable a life that's rich in family, happiness, health and financial security. When lives are fulfilled, our mission is fulfilled.

**We are Ameritas:** proud to say we're in the business of fulfilling life.

**NOTE:** This guide will periodically be revised. Agents and their staff should retain this and future editions and updates as a tool for continued reference. Agents are responsible for obtaining and utilizing the most current version of this guide which may be found on Producer Workbench and supersedes any earlier version of this guide.

## introduction

### Message from JoAnn Martin and Tim Stonehocker

To Ameritas Financial Professionals and Associates:

At Ameritas, fulfilling life is what we do daily. This means helping our customers enjoy life at its very best – by reducing uncertainty, helping grow assets and protecting what is most cherished.

As a mutual organization, we always put our customers first. Backed with financial strength, we offer best-in-class insurance, retirement and investment products. And service them in a highly welcoming, ethical and professional manner that builds lasting trust and enduring relationships.

The Guide to Market Conduct is for financial professionals and associates representing Ameritas – Ameritas Life Insurance Corp., Ameritas Life Insurance Corp. of New York, Acacia Life Insurance Company, The Union Central Life Insurance Company and affiliated companies. This guide explores the issues surrounding ethical practices in the insurance and financial services industry. It will help you better understand the standards of the Ameritas market conduct and how your role with policyholders and customers goes beyond the minimum requirements established by law.

Follow the guidelines set forth in this guide each and every day. By doing so, we will continue to build trusted relationships through the promises we keep.

Sincerely,



JoAnn Martin  
President and Chief Executive Officer



Tim Stonehocker  
Executive Vice President – Individual, AIC and Retirement Plans



## compliance with market conduct guidelines

Ameritas takes seriously our commitment to the principles and guidelines presented in this publication. Should you become aware of a violation of one or more of the principles, guidelines or policies presented in this guide, it is your responsibility to report the violation to the home office. Reports, preferably in writing, are to be made to the corporate compliance officer for Ameritas. All reports will be handled in the strictest confidence and will be investigated.

Failure to comply with the requirements and responsibilities outlined in this guide or violation of any law will be subject to appropriate, case-specific disciplinary or development action. Also, please be aware that the acts or omissions described in this booklet do not constitute an exclusive list of the reasons for termination for cause.

### Questions and Approvals

Questions on the topics and issues in this guide may be directed to the corporate compliance officer for Ameritas. Whenever a situation requires interpretation and/or approval under these guidelines, you should keep a record of the interpretation or approval in your files.

### Instructions

It is understood and agreed that no employment rights are created by executing the undersigned document. When viewing the electronic version of the guide, please print a copy from Producer Workbench and complete the section below. Completed forms for home office employees should be sent to human resources. Field personnel and producers should forward completed forms to field administration.

I, \_\_\_\_\_, have read and fully understand this Guide to Market Conduct. I agree to follow, uphold, support and promote these rules of professional ethical behavior.

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title

#### For Field Associates Only:

\_\_\_\_\_  
Agency and Location

\_\_\_\_\_  
Agency Number

\_\_\_\_\_  
Agent Number



## industry response to market conduct standards

Guidelines concerning market conduct and ethical sales practices are not new to our industry. As early as the 1970s, The National Association of Insurance Commissioners (NAIC) adopted model regulations regarding unfair trade practices, and marketing and sales activities. At that time, the NAIC encouraged states to make these regulations into law.

Like many other industry organizations, the NAIC sought to institute uniform laws and regulations governing the sales of insurance products and services. Additionally, it was interested in better educating consumers about what to expect from a professional insurance advisor.

Since that time, the National Association of Insurance and Financial Advisors (NAIFA) and the American Council of Life Insurance (ACLI) have implemented a number of initiatives. The Life Insurance Foundation for Education (LIFE) was formed by ACLI and NAIFA, along with several other life insurance organizations. LIFE has developed national magazine advertising that includes stories about real people and how our products have positively impacted their lives.

Additionally, Ameritas promotes ethical conduct in the sale of life insurance and annuity products by subscribing to six principles of ethical market conduct and establishing a compliance program to achieve them.

### The Principles of Ethical Market Conduct

1. To conduct business according to high standards of honesty and fairness and to render that service to its customers which, in the same circumstances, it would apply to 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 which 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.

## the Ameritas commitment to ethics

At Ameritas, along with our subsidiaries and affiliates, we believe our Company principles represent the most important definition of who we are. It is in these statements that our uniqueness and our values are evident. But if they are to have meaning, they must be lived, not merely repeated. It is in applying our principles that our work adds meaning and value to our clients, and that we are able to contribute to our industry and society at large.

### The Ameritas Principles

**Working from clear and identifiable values.** Ameritas has long operated from solid values involving personal integrity, professional standards, and a strong work ethic. These values have served us well in delivering on our commitments and promises. The partnership between our financial professionals and headquarter associates mirrors the relationship that exists between our representatives and clients. Trust is a living concept; it needs to be nurtured daily. We have the courage to live by our values and the commitment to do what is right all the time, not just when someone is watching.

**Meeting the requirements of the law.** All states and state insurance departments have laws and regulations affecting our business activities. These generally relate to sales practices, including prohibitions against unfair sales practices and certain requirements in connection with advertising, sales solicitations, and replacement sales. Financial professionals and headquarter associates are both responsible for knowing and following all applicable insurance and investment laws, as well as all Company procedures.

**Meeting clients' needs.** We subscribe to the ethical standards of our industry, in spirit as well as in practice. Our objective is to put our clients first. We want to understand their problems, aspirations, hopes and fears. It is in knowing and actively listening to our clients that we can better understand what they want and need, can better evaluate their alternatives, and can ultimately deliver real value.

**Managing with a long-term view.** The thinking and decision-making for Ameritas seeks to assure quality services for individuals, independent of trends, the latest products or a roller-coaster economy. We work hard to earn our clients' trust every day.

**Developing long-term relationships.** Ameritas seeks long-term relationships with our agency managers, agents, retirement plans, brokers, other field partners and home office associates just as they seek lifelong relationships with clients. This means that all parties must know, understand, appreciate and serve one another. Constancy and trust in our relationships, guided by the long-term view rather than the short-term gain, will ensure a rich legacy for our future.

**Delivering responsive and accessible support.** Our reputation for quality service to customers, managers and producers, both before and after the sale, will continue to be a top priority. This is essential to the development of long-term relationships among home office associates, field partners and customers.

## Mutual Obligations

At Ameritas, we seek to practice these principles day in and day out, year in and year out, among home office and field associates. That means having a shared sense of obligation when it comes to maintaining our clients' trust and operating with personal and professional integrity. This is what we mean when we describe the Ameritas-representative relationship as a partnership: both parties working toward the common good of the client, our mutual success and together living up to our principles.

As a representative of Ameritas, you hold a high position of responsibility and trust. The clients trust you to act in their best interests. Ameritas trusts you to act with honesty and integrity in all your business dealings.

As you conduct business on behalf of Ameritas, a good rule is to ask "Am I doing the right thing? If the situation were reversed, would I do what I am recommending for my client?" These questions are the heart of ethical market conduct.

## required business practices

Following are practices you must observe to help maintain high ethical standards. Using these guidelines will help ensure that you are offering clients professional and ethical service.

- Adhere to Ameritas values.
- Provide products, service and advice that are in the client's best interest.
- Use clear, easily understood terms that are not misleading or ambiguous.
- Avoid false, deceptive, misleading or disparaging statements about competitors, products or companies.
- Use only illustrations/proposals furnished or approved by the home office.
- Send all advertising material, including internet advertising, through the home office for review prior to use.
- Maintain clients' confidential information according to the privacy policy of Ameritas.
- Ensure that policyholder requests are processed as soon as reasonably possible.
- Maintain a log of all communication with clients to document your level of service.
- Conduct business activities in a professional manner.
- Promptly report all complaints to the home office.
- Promptly, honestly and accurately respond to all inquiries, correspondence and investigations from the home office.
- Render ongoing counsel and service.
- Continue education throughout your professional life.
- Obey all laws and regulations governing business and professional activities.
- Avoid activities which detract from the integrity and professionalism of your position.
- Avoid even the appearance of conflicts of interest.
- Never sign or initial the name of another person, such as an applicant, insured, policyowner, beneficiary, assignee or otherwise, whether or not such person consents.
- Never sign as a witness to any person's signature on any application or other document relating to business with Ameritas, unless the signature is actually performed in your presence.

**NOTE:** Field partners and home office associates who are Financial Institution Regulatory Authority (FINRA) registered representatives of Ameritas Investment Corp. (AIC) have additional responsibilities and guidelines. These are detailed in the respective Policy & Procedures manual.

## compliance procedures in action

### Contract, Licensing and Registration

Ameritas is dedicated to providing clients with superior products and service for a wide range of financial needs. Therefore, to represent us we seek and develop individuals who are knowledgeable, skilled, ethical and highly motivated to fulfill client needs. As a field partner, your first responsibility before soliciting business is to be properly appointed and/or contracted with Ameritas, its subsidiaries and affiliates. In addition, you must have a license issued by the state where you intend to solicit. And you must:

- Solicit sales of insurance and other financial products only in states where you are appropriately licensed, appointed and/or registered.
- Conduct yourself in compliance with all licensing laws.
- Obtain a confirmed, effective date of appointment before soliciting business for Ameritas.

In addition to the above, if you are involved in the sale of variable life insurance, variable annuity products and/or other securities products, you must:

- Hold an appropriate FINRA registration and state securities registration.
- Pass any and all appropriate examinations for every state in which your sales efforts are directed, originated or accepted.
- Be licensed and appointed in the state of solicitation and in the owner's resident state (even if that owner moves to another state for subsequent solicitations and/or subsequent payments for annuity products).
- Be a registered representative of an approved broker/dealer. The approved broker/dealer must also be licensed and appointed in the state of solicitation and in the owner's resident state.
- If you have private administrative staff, you must ensure that they either limit their activities to clerical and administrative functions or have the appropriate licensing and registration as well. However, for secretarial and clerical functions, you must be registered as a "Non-registered Finger Print" person. Please contact the Registration and Licensing Department to initiate the Fingerprinting process.

The terms and conditions of your authority to act on behalf of Ameritas are stated in your contract, which you should read carefully. These, along with the rules and regulations published from time to time by Ameritas, set out the parameters of your relationship with Ameritas.

Agents are responsible for renewing their licenses, including completing all continuing education requirements, and ensuring that the licensing department receives a copy of the renewed license prior to any expiration date.

Agents must immediately inform the licensing department of any license suspension, revocation or any other state disciplinary action against them. When requested by the licensing department, agents are required to provide copies of any licensing forms or associated documents sent to or received from the state insurance department.

## Contracting, Appointment and Maintenance Standards

Determining whether candidates are contracted and appointed is within the sole discretion of Ameritas. The licensing department, in consultation with other departments as necessary, will investigate and consider, using the factors set forth below, the overall merit of candidates and determine whether they are of sufficiently good character and reputation to be appointed as agents for Ameritas. Ameritas reserves the right to refuse to accept candidates for any reason. The licensing department may refer the results of an investigation to the compliance department and/or distribution for further deliberations.

### Hiring and Maintenance Standards

Factors that may be considered when determining whether or not to approve or terminate an appointment include, but are not limited to, the following:

1. Licensed: Candidates must be properly licensed in the state(s) where he/she will conduct business.
2. Work history: Past work history including the number of times the candidate has changed companies or employers, past violations of company or employer policies or procedures and disciplinary actions.
3. Financial history: Personal and professional financial standing and experience, including a proven ability to manage finances. The candidate's history regarding bankruptcy, bondability, debt owed to an insurance company or government regulatory body, outstanding liens or judgments and credit history.
4. Criminal history: Involvement with the criminal justice system.
5. Civil litigation: The extent and nature of a candidate's involvement in past, pending or current litigation.
6. Regulatory action or sanction: Any action or sanctions by a state insurance department or other regulatory entities.
7. Customer complaint history: In the event a candidate has experience in selling insurance, the number and type(s) of customer complaints against the candidate.
8. SEC or FINRA complaint and disciplinary history: In the event a candidate has experience in selling variable products or other securities, the number and type of complaints to or disciplinary actions by the Securities and Exchange Commission (SEC) or a securities self-regulatory organization, including, but not limited to, the Financial Industry Regulatory Authority (FINRA).
9. Lack of Candor: Whether a candidate has omitted relevant information or provided any false or misleading information on the application for appointment or any supporting documentation.
10. Prior company termination: Previous refusal for contract processing, declined for appointment or termination for any reason.

Federal law 18 USC §§ 1033(e)(1)(A) and (B) prohibits a Company from appointing any individual who has been convicted of any felony involving dishonesty or breach of trust, without the specific written consent of the appropriate insurance regulatory officials. Ameritas reserves the discretion to refuse to appoint candidates who have been involved with the criminal justice system in any way. Individuals convicted of felonies described in this paragraph may be appointed only with the prior approval of both distribution and the compliance department and with the specific written

consent of the applicable insurance regulatory officials. In addition, all appointed agents are required to immediately report to the compliance department their conviction of any felony to ensure continued compliance with the law.

## Training and Education

As a field partner, you have the responsibility to meet all requirements regarding licensing and continuing education mandated by the states in which you do business and other regulatory bodies. This standard provides you with additional education that will help enhance your career in an ethical manner. However, it will only minimally meet the educational requirements you will need to remain current in the laws and practices you need to know to properly service customers.

As a home office associate, you have the responsibility to meet ethical requirements for the work that you complete each day. The same degree of continuing education is necessary for you to conduct yourself in an up-to-date and ethical manner.

As financial services professional, you must remain knowledgeable and properly skilled to guide clients correctly when addressing their financial concerns. Ameritas recommends various tools and techniques that provide you with information you need, whether you are new to the business or a veteran in our industry. You are responsible for knowing and understanding the various features and operation of the products and services offered by Ameritas. Ameritas regularly updates its product information and makes such updated information available to its distributors on Producer Workbench. Ameritas requires that agents obtain, review and follow the product information available from Ameritas.

As a Company, we endorse various industry designation programs. These curricula will also allow you to meet many of your continuing education requirements. A CLU, ChFC, LUTCF, CFP or one of the other industry designations approved by Ameritas may be listed after your name to add credibility to your commitment to professionalism.

Ameritas offers home office training programs, schools and seminars that are designed to educate you on product, sales techniques, market conduct issues and the many changes in the laws that affect the financial services industry.

Ameritas supports the use of various market conduct study materials. They are available upon request to both home office and field associates.

It is important that you take advantage of the opportunities Ameritas presents each year that will serve to enhance your knowledge, skills and professionalism. The state required minimums will only take you so far. Let us help you get to where you want and need to be in the financial services industry.

## Errors and Omissions Liability Insurance

To protect yourself against claims involving your professional services, it is a good business practice to maintain professional liability insurance. If you are an agent or manager contracted with, or appointed to solicit the sale of life insurance for Ameritas, you must obtain professional liability insurance in order to maintain your contract with us.

You may obtain this coverage on your own, or if eligible, elect to participate in the errors and omissions insurance program

sponsored by Ameritas. If you obtain coverage on your own you must, on an ongoing basis, provide evidence of current coverage with a carrier in good standing and the coverage must specifically apply to the sale and service of life insurance and annuity products. Moreover, you must maintain coverage in sufficient limits to comply with existing requirements of your approved insurance companies and broker/dealer.

You should promptly report any claim made against you to your carrier. This includes, but is not limited to, any lawsuit, any threat of lawsuit or regulatory action that is brought against you. In addition, you should notify your carrier if you become aware of any wrongful act or allegations of a wrongful act; even if you feel that the claim is unjustified.

## Tax and Legal Implications

Your sales proposals may have tax or legal implications for the buyer. Or the sale may be motivated by the client's desire to minimize current or future income taxes, gift taxes or estate taxes. In these cases, you should advise clients to seek the advice of a tax professional, such as a tax attorney or accountant, to review the tax and legal implications of any contemplated transaction. Neither Ameritas field partners nor employees are authorized to provide legal or tax advice to prospective or current policy or contract holders.

## Conflicts of Interest

As an Ameritas field partner, you have a responsibility to act in the best interest of clients. Therefore, you must appropriately account for any property or money you receive. You must also avoid any real or perceived conflict of interest between acting in the best interest of the client and your personal interests. As a result, without Ameritas prior approval you may not:

- Lend money or securities to clients.
- Borrow money or securities from clients.
- Make unauthorized transactions.
- Use client funds inappropriately.

If you are the producer of record or have earned a commission on the sale of a life insurance policy or annuity contract issued by Ameritas, you may not, at the time of issue or at any later date, be any of the following:

- An owner or payer of the policy or contract.
- A beneficiary or assignee of the policy or contract.
- A trustee of a trust that is an owner, assignee or beneficiary of the policy or contract.
- A partner, principal, shareholder, officer or director of an entity that is an owner or beneficiary of the policy or contract.

The only exceptions to this are insurance policies or annuities purchased by you or members of your family for individual needs.

Real or perceived conflicts of interest, as noted above, may add liability you would not otherwise have. Moreover, such activities may extend beyond the level of professional services that are generally covered under errors and omissions insurance. In addition, you should not purchase, assign, transfer, escrow or otherwise deal in a commercial transaction with insurance policies. Again, the only exceptions involve insurance policies or annuities purchased by you or members of your family for your individual needs where an insurable interest exists.

You should also avoid any activity or relationship that may interfere, or give the appearance of interfering, with your ability to effectively perform your role as an Ameritas producer. If an activity, interest or relationship is incompatible with the best interests of Ameritas it presents a conflict of interest.

## Handling Funds

Funds collected on behalf of Ameritas are received in trust and must be submitted to Ameritas immediately. Co-mingling of funds is prohibited. All checks must be made payable to the appropriate company. We do not accept checks drawn on agents' or agencies' bank accounts (unless used for their own policies or those of their immediate family). You must not accept checks from clients that are made payable to "cash" or to your order and you must not accept cash.

(See your broker/dealers' supervising manual for instructions on handling security-related funds).

As a producer for Ameritas, you are prohibited from advancing or financing premiums. You are also prohibited from rebating.

## Anti Money Laundering (AML)

It is the policy of Ameritas to prohibit and actively prevent money laundering as well as any activity that facilitates money laundering or the funding of terrorist or criminal activities. Money laundering is generally defined as engaging in acts designed to conceal or disguise the true origins or constitute legitimate assets. Our AML policies, procedures and internal controls are designed to ensure compliance with all applicable regulations and rules and will be reviewed and updated on a regular basis to ensure appropriate policies, procedures and internal controls are in place to account for both changes in regulations and changes in our business. For additional information please log on to Producer Workbench and search "Anti-Money Laundering."

### Customer Identification and Verification

Prior to opening an account, the agent must collect the following information for all accounts for any person, entity or organization that is opening a new account and whose name is on the account: (1) legal name, (2) date of birth for individual or date of inception for trust, (3) valid and current street address, (4) an identification number (social security number, tax identification number or equivalent for non-U.S. person) and (5) an unexpired driver's license, passport or other form of government issued identification and including documentation for non-natural entities. In addition to the above mentioned requirements, non U.S. citizens must also present a copy of their green card.

An agent opening an account for a non-natural entity must submit documents showing the existence of the entity, such as certified Articles of Incorporation, a government-issued business license, a partnership agreement or the full copy of the trust instrument. For additional information log on to Producer Workbench and search "Anti-Money Laundering."

Anti Money Laundering procedures require all field associates to undergo periodic AML training. By signing the Guide to Market Conduct you are attesting to knowing and understating that periodic AML training is required and certifying that you are within the guidelines of these requirements or you will contact the compliance department to make arrangements to complete the training.

## Charging Fees

If you perform separate fee-based financial planning or consulting it is important that you comply with appropriate registration requirements, including registration as a Registered Investment Advisor or Investment Advisory Representative. You must keep such business separate from your insurance business with Ameritas and make certain clients understand your role in each instance. For example, you should identify separate company names for each purpose and use separate stationery. Before soliciting any insurance sales, you must inform clients that you will receive a commission for the sale of the product. Any financial planning fees must be based on a written agreement or schedule between you and the client before the services are performed.

Unless you are appropriately registered to perform financial planning, you may not charge a separate fee to a client for services performed in the sale of an insurance policy, annuity contract, or AIC investment product. For instance, you cannot charge a client a fee for assessing his or her financial needs. And in no case should you charge a separate fee for such services as preparing an illustration, assisting in completing an application, delivering a policy, completing paperwork for a death claim or obtaining a license to complete a sale.

## Privacy

### Privacy – Security Protection

All agents and agencies are required to establish physical, technical and administrative safeguards designed to protect customers' Nonpublic Personal Information (NPI) and meet the requirements of all states in which they are licensed. These safeguards should include implementing strong passwords for accessing electronic information, locking paper documents, securely shredding documents containing customer information and encrypting all mobile devices that store or maintain NPI as well as any NPI that is transmitted wirelessly or accessed via public networks. Nonpublic personal information includes all information about a customer that is not public, such as first and last name combined with Social Security Number, Driver's License Number (state-issued identification card), Financial Account Numbers, medical information and Credit or Debit Card Numbers.

Each agent and agency must establish a security plan with regard to all electronic devices and storage systems that maintain nonpublic personal information, including, but not limited to: Laptops, PCs, servers, tablets, smart phones, USB flash drives and external hard drives, CDs/Disks, tape backups and storage cabinets/paper files. It is also important to remember that agency staff should only have access to the personal information needed to execute their roles and that terminated employee's access to such information and company IDs are immediately revoked and disabled. Agents are obligated to become familiar with and adhere to the privacy policy of Ameritas which can be found on Producer Workbench by searching "Privacy Policy."

## Security Breaches

Anytime Non Public Information (NPI) is lost, stolen, hacked or unaccounted for, the compliance department must be contacted immediately. The Ameritas privacy officer will evaluate the situation and help determine whether or not a security breach has actually occurred and the appropriate steps to take. The privacy officer will assist in helping to contain and resolve any security breach as well as providing guidance regarding the necessary steps required to help prevent a breach from occurring again.

## Do Not Call

In compliance with federal and state Do Not Call (DNC) requirements, Ameritas has established a DNC program that prohibits agents from making sales calls to any telephone number that has been placed on the National DNC Registry, state DNC lists or the Ameritas DNC list and requires agents to abide by Federal Trade Commission rules. Agents are obligated to become familiar with and adhere to the Ameritas DNC policy which can be found on Producer Workbench by searching "Do Not Call."

## Anti-SPAM

Compliance with state and federal Anti-SPAM regulations is required of all agents and agencies as well as, but not limited to, all internal and external marketing and sales associates. Agents choosing to communicate by email must become familiar with the email and Anti-SPAM policies of Ameritas as well as the different types of email communication as described below:

Business Relationship-Transaction emails are non-soliciting in nature and are sent for the purposes of communicating with any client or applicant regarding a product or service they have purchased or are in the process of purchasing.

Marketing emails are any email that is not a Business Relationship-Transactional email, that a receiver has not requested, nor consented to receive of which the primary purpose is the commercial advertisement or promotion of the Ameritas Company or any of their products or services, including a link or direction to website(s) with information about the Ameritas Company and/or any of their products or services.

The anti-SPAM policy for Ameritas may be found at Producer Workbench by searching "Email Compliance."

## Fair Competition

The insurance industry is comprised of many fine companies working toward a common goal – to best serve the client's needs. In order to uphold the integrity of our profession, it is critical that Ameritas and our agents engage in fair competition at all times. Therefore, the professional manner in which you conduct business, as well as the positive attitude you display during the sales process, will reflect well on the industry as a whole.

Fair competition refers to competition based on the elements of price, quality and service subject to federal and state antitrust laws and state insurance laws and regulations. Focusing on fair competition helps assure that you will:

- Make fair and balanced comparisons between Ameritas products and those of our competitors.
- Identify certain negative practices which should be eliminated, such as inappropriate replacement.
- Avoid making false or misleading statements about competitors and refrain from criticizing them or their products.
- Display a positive attitude toward the products you are marketing and the industry in which you work.

Bear in mind, it is both unethical and illegal to mislead a client by making dishonest, false or fraudulent statements about a product you are marketing or that of a competitor. Some unfair competition practices have been specifically identified and addressed in federal antitrust and trade practices law and regulation and in some states the NAIC model Unfair Trade Practices Act (as adopted in those several states), such as:

- Unreasonable restraint of trade.
- Making false/fraudulent or misleading statements.
- Criticizing or misrepresenting other companies' ratings.
- Redistributing articles prepared by sources outside Ameritas.
- Repeating rumors or stating as fact unofficial reports.

As a service to ourselves, our customers and our industry, Ameritas stands firm in its commitment to prohibit our agents and our employees involved in the sales process from making false, misleading, inappropriate or derogatory statements about a competitor, its representatives or its products. Violations of this policy will result in sanctions as outlined under the section entitled "Compliance With Market Conduct Guidelines."

## Compliance Requirements for Marketing Materials

Ameritas is committed to providing accurate and consistent sales information to our prospective clients that will assist them with making appropriate buying decisions. Advertising and/or sales material refers to materials designed to create public interest in Ameritas, its annuity, life, disability, group or other insurance products or its distributors, or to encourage the public to purchase, increase, modify, reinstate, borrow from, surrender, replace or retain a policy. The definition of advertising and/or sales material is expansive and includes items agents may not think of as advertising and/or sales material. It is important to remember that advertising and/or sales material includes items created by third parties such as industry organizations. Agents questioning whether something is advertising and/or sales material based on this definition, should submit it to the home office for approval prior to use. Once an item has been approved no changes may be made to it without resubmitting the item for approval.

Consumer materials will be written using a needs-based approach that presents the product fairly and equitably with a sound basis in fact. To assure that this commitment is met, an agent must use the following guidelines when developing any sales or presentation material that may be seen by a client or prospective client. All such material that is developed by an agent must be submitted to the home office for market conduct and legal review prior to use.

## Identity of Insurer, Product and/or Agent

The full name of the licensed issuing company must appear in the sales piece to prominently identify the insurer when referring to Ameritas or a specific product.

The product being presented must be clearly identified as life insurance, disability insurance or an annuity at the beginning of the material. The policy type (universal life, term, etc.) and formal name and form number of the product must be clearly identified the first time a specific product is mentioned.

Terms or figures used to describe policy benefits must not differ from those used in the contract.

Prospecting letters and business cards must clearly identify the agent as a life insurance agent and identifying Ameritas Life Insurance Corp. If no reference to insurance is found in the agency name, the wording "Licensed Insurance Professional" must be included under the agent's name at the signature line. If "insurance" appears in the name of the agency, "Sales Associate" is acceptable.

The terms "financial planner," "investment advisor," "financial counseling" and "financial consultant" must not be used by an insurance agent without the proper licenses and registrations. Individuals licensed as a Registered Investment Advisor (RIA) or Investment Advisory Representative (IAR) under a corporate registered advisor such as Ameritas Investment Corp. (AIC) may use the term "financial planner" if compensation is actually unrelated to sales and is not a commission.

## Accuracy and Truthfulness

The sales piece must not contain untrue, deceptive or misleading statements based on information included or omitted. It must clearly identify the product as an insurance product if that is what it is. The sales piece, as a whole, must not lead a person of reasonable intelligence to any false conclusions. The sales piece must not exaggerate or offer more than will be received. Absolute words such as; **all, never, best**, must not be used. The sales piece must be written using adjectives and superlatives that do not exaggerate the product's features.

Avoid	Preferred
Outstanding	Respected
Unique	Favorable
Highest Quality	High quality
Lucrative	Exciting opportunities
Liberal	Do not use—open to individual interpretation
Low premiums	Competitive premiums
Solutions	Strategies (solutions can be used if context is not too promissory)
Financial planning/planner	Financial counseling
Financial recommendations	Financial options
Financial consultant	Registered representative/insurance agent/licensed insurance professional/sales associate

Limitations associated with the product must be disclosed as clearly as the benefits. The terms **just, only, free, no cost, no extra cost** must not be used to refer to benefits included in the contract or to minimize limitations in the contract.

The following words or similar terms must not be used in a capacity that could lead a prospective client or client to believe something other than an insurance or annuity product is being sold:

- Investment
- Interest Savings Plan
- Profit
- Supplemental Pension Plan
- Deferred Compensation Plan
- Private Pension Plan
- Deposit Profit Sharing
- Interest
- Supplemental Retirement Plan
- Private Financing or Banking

### **Nonguaranteed Policy Elements**

Nonguaranteed policy elements include current interest rates, assumed interest rates, dividends, cash values, death benefits or other policy benefits not contractually guaranteed. There must be no implication that non-guaranteed elements are guaranteed. If nonguaranteed elements are illustrated, guaranteed elements must be shown with equal prominence and must contain the following disclosure: Guarantees are based on the claims paying ability of the issuing insurance company. References to nonguaranteed elements must disclose that they are not guaranteed.

Dividends must not be referred to as **tax free**.

Interest rates illustrated must not be higher than the current rate unless the higher rate has been publicly declared with an effective date for new issues not more than three months subsequent. Guaranteed rates must be shown with equal prominence. If the rates illustrated in the advertising piece are higher than the current rate, they must be reviewed for reasonableness of the rate illustrated and the rationale discussed with the home office at the time of market conduct review.

In a sales piece or sales presentation, if illustrations are discussed, or the sales piece is an illustration, there must be disclosure stating that a proposal is not valid without an attached illustration.

Any sales piece or presentation regarding an Equity Indexed product must clearly reflect that ownership of the investments remains with Ameritas and that potential for higher credited interest rates is linked to a portion of index growth. Clients are not invested directly in the market. Reference to the participation rate must also be included.

A sales presentation or piece must not create a special group where none exists. Notice of an endorsement by an association is acceptable, provided an association discount applies to the product or service advertised.

### **Premiums**

A premium should not be referred to as anything other than a premium. Terms such as **deposit, contribution and investment** must not be used. If a policy has nonlevel premiums, premium changes must be prominently described. If any sample premiums are included in a sales presentation or sales piece, all pertinent information such as rate class, age, sex, etc. must be included.

Any reference to an abbreviated — quick pay or short pay — premium plan in which dividends or policy values are used to pay future premiums must be accompanied by a statement that

i) dividends are not guaranteed; ii) premiums must be paid for a policy to remain in force; iii) at some undetermined point in the future, the dividends may be sufficient to pay all or a portion of the policy premium; and iv) if policy loans are taken or cash values are withdrawn, the date at which dividends are sufficient to pay premiums will change. Never use the term **vanishing premium** in any advertisement or illustration.

A sales presentation or piece must not represent that premiums paid for life insurance can be withdrawn under the terms of the policy contract.

If the materials present an endowment policy, it must not be represented as profit or return on premiums paid.

### **Comparisons, Ratings and Competition References**

Any reference to the company's rating must describe the scope and extent of the rating and must include language reflecting specifics regarding the consistently high ratings of Ameritas. Refer to the rating agency material concerning Ameritas for information regarding rating, number of rating levels possible and scope of rating (financial, claims paying ability, etc.).

All statistical information must be recent and relevant. The source and date must be identified.

References to the competition must be factual and must not directly or indirectly disparage another company or insurance agent in any way, particularly its financial condition or practices, services or methods of marketing. Comparisons to competitors' products must be fair and complete.

There must be no reference to Guaranty Associations.

### **Other Considerations**

Endorsements or testimonials must not be used without written approval within one year of use from the person or organization providing such endorsement or testimonial. If that person or organization is an employee of, or has a financial interest in, Ameritas or receives any benefit for providing an endorsement or testimonial this relationship or benefit must be prominently disclosed. Individuals who are Registered Investment Advisors or Investment Advisory Representatives are prohibited from using testimonials.

Any use of copyright material requires written permission of the owner of the copyright.

Tax and investment features must not be emphasized nor insurance features minimized in any advertising materials.

Nothing of value may be offered as an inducement to listen to a sales presentation or complete an application.

Advertising material must not offer a free consultation without the wording "with no obligation."

Agency prospecting letters must include identification of the insurer they are soliciting for. If a product is mentioned, the specific product name and form number must be included.

In addition to market conduct review, all materials relating to a registered product must have been reviewed by the FINRA compliance officer for Ameritas and, if required, submitted to FINRA prior to use.

## Social Media

The use of social media sites including, but not limited to, Facebook, MySpace, LinkedIn and Twitter are considered advertising and must be approved prior to use through the Advertisement Review process. If deciding to use social media, the following Best Practices guidelines should be adhered to:

- Cite your credentials and provide background experience.
- Invite 'Ameritas Compliance' to be one of your contacts when on LinkedIn.
- If choosing to reference Ameritas Life Insurance Corp. on the site, your site must be pre-approved – this includes the page layout. All disclosures must be submitted to the compliance department for review and approval before you begin using these social media sites for your business.
- Contain a statement that third-party posts do not necessarily reflect your views.
- Respect client confidentiality – not everyone may want to be visible on your 'friend' or 'contact' list.
- Avoid giving advice or mentioning specific products – advice, recommendations and strategies should be avoided because suitability must first be determined. The content on social media sites is viewable by all and no one strategy or product is suitable for all contacts.
- Avoid being specific – all post should be general in nature and not provide details of products or an individual's financial situation. Do not provide 'blanket' or personal recommendations.
- Avoid utilizing chat rooms – utilizing chat rooms can be construed as a public appearance.
- Avoid having conversation threads – conversational threads of more than 2-3 should be avoided. Instead, take it offline and reach out to the person on an individual level.
- Avoid linking to another site unless you are sure of the source – linking to another site or source can be deemed as being attributable to you by implying that you have endorsed or approved its content.
- Unless you have written authority, you should not use clients' testimonials.

**NOTE:** AIC registered representatives must comply with AIC's rules on using social networking sites.

## Registered Representative's Marketing Materials

Securities-related marketing material must adhere to the guidelines and interpretations of the Financial Industry Regulatory Authority (FINRA) as set forth in FINRA Conduct Rule 2210. FINRA's guidelines cover all aspects of communication with the public. Foremost among these rules is the requirement that all communications with the public be approved by a principal of the broker/dealer prior to use. Registered representatives must take care to ensure that they obtain proper approval from their compliance department before using any marketing material.

By reviewing all marketing material prior to use, the compliance department may be able to catch and correct potential problems before marketing material is seen by the public. The guidelines presented below are intended to assist registered representatives in preparing marketing material which is in compliance.

## General Standards Applicable to all Marketing Materials

- All securities-related marketing material must be fair and balanced and must disclose all pertinent facts regarding an investment.
- The inherent risk of an investment must be explained.
- Exaggerated, unwarranted or misleading statements or claims must not be used.
- Promissory language must not be used.
- SEC standardized returns must be used any time past performance is shown.
- The name of the broker/dealer through which a registered representative offers securities must be prominently disclosed using the following language:

*Securities offered solely through Ameritas Investment Corp. (AIC), member FINRA, SIPC.*

If an agency name is used in the same piece as the above disclosure, the following language must also be added:

*AIC and (agency name) are not affiliated. Additional products and services maybe available through (RR Name) or (Agency Name) that are not offered by AIC.*

Specific standards/guidelines for commonly-used marketing materials are described below.

### Retail Communications

The following are examples of, but not limited to, marketing materials which are subject to FINRA's standards regarding communications with the public: advertisements in newspapers, magazines or other mass-distributed media, ads in bulletins or programs (i.e., high school football programs, church bulletins), ads in the yellow pages, agency brochures, websites and social media pages.

In addition to complying with the general standards listed above, all communications with the public must:

- Contain the name, street address and phone number of the registered representative.
- Specifically identify which products and/or services are offered through the broker/dealer.

Depending on the content of the material, AIC may be required to file it with FINRA's Advertising Department for approval. Such filings can delay the approval process.

### Correspondence

Registered representative's one-on-one correspondence with clients or potential clients that contains a solicitation or recommendation is subject to prior approval by AIC. Registered representatives must send copies of all client correspondence to their appropriate broker/dealer prior to use. The general standards for marketing material presented above apply to all client correspondence.

### Business Cards and Letterhead

All business cards and letterhead must be approved by AIC before use and must identify the broker/dealer using the disclosure detailed above. It is acceptable for the broker/dealer disclosure to appear on the back of business cards.

## Electronic Communication

Electronic communication is subject to the same requirements as traditional, written forms of communication. For example, securities-related email to a client is considered correspondence and is subject to the same approval requirements as written correspondence. Websites, including social media, which advertise insurance and/or deal with securities are considered advertising and are subject to the requirements detailed above. For current regulations on email and other electronic communications, search Producer Workbench for "Email Compliance."

Individuals registered with AIC may only use their AIC approved email address when communicating with securities clients or prospects.

## Handling Client Complaints

As a Company, we want our clients to be satisfied with the products and services they receive. Therefore, we have an obligation, both legally and ethically, to provide a fair and expeditious handling of client complaints and inquiries. In the event you, as a field partner or home office employee, are advised by a policy or contract holder of a complaint or inquiry, you are expected to advise the client that Ameritas has a procedure for reviewing and responding to the complaint.

You should encourage the client to contact the compliance department in writing and setting forth the facts surrounding the complaint. All complaints should be forwarded to the compliance department within three calendar days. The complaint or inquiry will be reviewed in accordance with the Ameritas procedures for complaint and inquiry resolution.

## sales process for the individual market

### Needs-Based Sales

As a field partner, when you market life and disability insurance and accumulation products, your recommendations must be based on the needs and/or financial objectives of the customer for such products. A fact-finding process will help you determine what these needs are and which objectives are foremost. You must provide needs-based recommendations, truthful and accurate descriptions of products and services, keep abreast of changes and admit what you do not know. In keeping with insurance laws and regulations in most states, you must begin the initial interview by stating that you are acting in the capacity of a field partner representing the licensed insurance company you are soliciting for.

We are in the business of providing products and services to fulfill our customers' needs and objectives. Doing so not only increases the likelihood they will purchase the appropriate products, but also the likelihood that the products will remain in force. The persistency of business is so important to you, the policyowner and Ameritas that particular efforts should be made to keep clients satisfied through regular contact, prompt service and personalized attention.

## Stranger Owned Life Insurance ("STOLI")/ Investor Owned Life Insurance ("IOLI")

STOLI/IOLI transactions involve the purchase of a life insurance policy with the intent to sell that policy, or an interest in it, to a group of investors. The Ameritas Company prohibits participating in, brokering or facilitating these types of transactions.

STOLI/IOLI schemes vary in shape and form. A typical example of STOLI/IOLI involves "non-recourse premium financing," sometimes advertised as "free" insurance, in which outside investors induce consumers to buy insurance with cash incentives and promises to fund the premiums during the two-year contestability period. After the contestability period, the policy is often sold on the secondary market or transferred to the investor(s) so that the consumer can pay off or walk away from the debt. In some deals, consumers are required to commit to selling their policy once the contestability period has passed.

STOLI/IOLI schemes pose a threat to the tax favored status of life insurance and may violate state insurable interest requirements if the transaction is for the purpose of speculation and is a mere cover for a wagering transaction. While there are generally no restrictions on a person's right to insure him or herself against all losses from any peril, contracts under the guise of insurance which are actually nothing more than wagers are illegal.

For further details, see the Ameritas policy on STOLI on Producer Workbench by searching for "Stranger Owned Life Insurance."

## Life Settlements

In contrast to STOLI/IOLI, a life settlement involves the sale of an existing life insurance policy by a relatively healthy senior. "Existing policy" means that it was not purchased with an intent or pre-disposition to settle. Several situations can create a legitimate need for a life settlement: the policyowner owns multiple life insurance policies and wishes to eliminate one; the beneficiary for whom the policy was originally purchased is now deceased; or the policyowner is not satisfied with the performance of the existing policy. Involvement in a life settlement transaction is not without risk, as is evidenced by plethora of recent lawsuits, including the lawsuit filed by Larry King, the renowned talk show host, against his broker.

For further details, see the Ameritas policy on Life Settlements on Producer Workbench by searching for "Life Settlements."

## Replacements

We are required to maintain a system of supervision and control to insure compliance with laws and regulations governing the replacement of life insurance and annuities. We also are committed to following the highest ethical and moral standards when conducting business.

The objective of this policy is to set forth the position of Ameritas with regards to accepting replacement business. Replacements are appropriate only if:

1. They are suitable and are driven by the client's best interests; and
2. They are completed in accordance with applicable laws and regulations. As a Producer for Ameritas you should be familiar with the Replacement Laws and Regulations in the states where you do business. You can access this information on Producer Workbench.

You should be familiar with the definition of replacement. "Replacement" means a transaction in which a new life insurance policy or annuity contract is to be purchased, and it is known or should be known to the proposing field partner, that as a result of the transaction, an existing life insurance policy or annuity contract has been in the previous 6 months or is to be in the next 13 months:

- Lapsed, forfeited, surrendered or partially surrendered, assigned to the replacing insurer or otherwise terminated;
- Converted to reduced paid-up insurance, continued as extended term insurance or otherwise reduced in value by the use of nonforfeiture benefits or other policy values;
- Amended so as to effect either a reduction in benefits or in the term for which coverage would otherwise remain in force or for which benefits would be paid;
- Reissued with any reduction in cash value; or
- Used in a financed purchase. "Financed purchase" means the purchase of a new policy involving the actual or intended use of funds obtained by the withdrawal or surrender of, or by borrowing from values of an existing policy to pay all or part of any premium due on the new policy. For purposes of a regulatory review of an individual transaction only if a withdrawal, surrender or borrowing involving the policy values of an existing policy is used to pay premiums on a new policy owned by the same policyholder and issued by the same company within 6 months before or 13 months after the effective date of the new policy, it will be deemed prima facie evidence of the policyholder's intent to finance the purchase of the new policy with existing policy values.

As stated above, all replacement business must be in the clients' best interests. In general when you and your client are considering replacing an existing product the following guidelines must be followed:

- The recommendation should be supported by a thorough need based review.
- All required replacement forms must be completed.
- The new product should clearly meet the client's personal and financial goals, and this should be evident to the client.
- The benefits of the new product should clearly outweigh the costs and consequences of replacing the existing product.
- The benefits and drawbacks of the proposed transaction should be thoroughly discussed with the client.
- Disclosure of the replacement must be made to the client and all Company and state legal requirements must be complied with.
- All Company procedures, including "Internal Exchange Guidelines for Life Products," must be observed.

In some states, replacement definitions and requirements are more stringent than the above. You should be familiar with these requirements if you do business in one of these states.

## Field Underwriting and Insurability

Life insurance and disability insurance policies are issued only after a determination of insurability based on personal, financial and medical information about the proposed insured. Some of this information is also needed to issue accumulation products. You will develop much of the required information through field underwriting, a necessary part of the sales process. It is your duty to report all such information accurately and in a timely

fashion. Ordinarily, reporting is done by means of the application submitted to the home office. However, you should report any additional information bearing on the situation in a cover letter.

Similarly, if you learn of any adverse information after the application has been submitted and before the policy or contract is placed or delivered, or during the contestability period, you are required to report it. Further, you should not deliver a life or disability insurance policy if the proposed client's insurability has changed since the application was taken. In that situation, you should contact the home office for instructions.

With respect to life insurance, there must be an insurable interest and the recommendation must be affordable given your client's financial situation. An insurable interest exists when the beneficiary has an economic interest in the continuation of the proposed insured's life. Where family members are dependents of the insured the presence of an insurable interest is usually evident. In business insurance situations there sometimes is a need for a more elaborate explanation. Whenever there is an unusual beneficiary arrangement or one in which there may appear to be a question as to insurable interest, an explanation should accompany the application.

## Sales Illustrations and Literature

### Sales Illustrations

Beginning with the initial approach to the potential client and continuing throughout the sales process, you will most likely use sales literature and sales illustrations. Ameritas has adopted the National Association of Insurance Commissioners (NAIC) Model Regulation for Life Insurance Illustrations. It describes an illustration as any presentation with nonguaranteed elements shown over a period of years. The purpose is "to provide rules for life insurance policy illustrations that will protect consumers and foster consumer education."

The Regulation states: When using an illustration in the sale of a life insurance policy, an insurer or its producers or other authorized representatives will not:

- Represent the policy as anything other than a life insurance policy.
- Use or describe nonguaranteed elements in a manner that is misleading or has the capacity or tendency to mislead.
- State or imply that the payment or amount of nonguaranteed elements is guaranteed.
- Use an illustration that does not comply with the requirement of this regulation.
- Use an illustration that at any policy duration depicts policy performance more favorable to the policyowner than that produced by the illustrated scale of the insurer whose policy is being illustrated.
- Provide an applicant with an incomplete illustration or one that is not in the correct numerical order; reordering is not acceptable.
- Represent in any way that premium payments will not be required for each year of the policy in order to maintain the illustrated death benefits unless that is a fact.
- Use the term "vanish" or "vanishing premium" or a similar term that implies the policy becomes paid up to describe a plan for using dividends to pay a portion of future premiums.
- Except for policies that can never develop nonforfeiture values, use an illustration that is "lapse-supported."
- Use an illustration that is not "self-supported."

You should use the sales illustrations provided, using only company-distributed product software, to appropriately explain the numerical features of Ameritas products. Use only the current version of such software as determined on Producer Workbench.

When presenting illustrations, you must present them in full with no omissions. You are required to submit a signed sales illustration that matches the policy or contract issued. If the illustration presented during underwriting changes, you are required to obtain an amended version consistent with the policy issued and return the accurate and signed revised illustration to Ameritas. You may only use sales illustrations, in addition to those produced using company-provided software, after prior approval by the home office.

### Sales Literature

When discussing Ameritas products with a client, you may use only company-approved sales literature. Brochures and other printed materials prepared in the home office and bearing the company form numbers should be used appropriately to describe Ameritas products and services. Use only the current edition of such materials as determined on Producer Workbench. Do not use "for agents use only" or "for broker/dealer use only" sales materials with customers.

There may be times, however, when you will want to develop your own sales literature for a specific marketing purpose. This is acceptable, provided you understand that sales literature prepared in the field, as well as any communication with clients or potential clients for the purpose of inducing or tending to induce such persons to purchase, amend, lapse, forfeit, change or surrender insurance or accumulation products, may be used only after prior approval by Ameritas. Stationery and other papers bearing Ameritas identification may not be used to communicate with clients for the purpose of marketing or servicing products of companies other than Ameritas. The purpose of these procedures is to ensure that all communications materials not created in the home office conform to state insurance regulations and Ameritas guidelines, to the benefit of the field force, clients and company. For more specific details regarding submission and approval of marketing materials, please refer to Producer Workbench.

**NOTE:** With regard to securities products, registered representatives of AIC must also send any advertisement, mailer, letter, article, brochure, seminar material, invitation or any other type of marketing material dealing with securities products or the potential marketing of securities products to their respective broker/dealer compliance department for approval. All such materials require approval of a supervising principal prior to their use. For further information regarding securities sales materials, refer to Producer Workbench.

## Completing Applications and Other Company Forms

When taking an application for insurance and accumulation products, you provide essential information to Ameritas as a part of the underwriting process and in setting up records for proper administration and service. It is important that you personally ask all questions of the proposed insured (and applicant or annuitant, if other than the insured) and record all answers accurately and completely on the application prior to its being signed. Applications and other company forms may never be signed by the applicant or the insured in blank. All information must be completed in full prior to obtaining an applicant's or insured's signature. Only the

proposed insured (and applicant or annuitant, if other than the insured) may sign applications, including any supplementary forms. The person signing must initial any changes. Changes may not be made by anyone else, even with the signer's permission. "White-out" or erasures should never be made after the application or other forms are signed. It is important that you follow all instructions on the application or other form.

## Policy Delivery

Prompt and proper delivery of the policy or contract is important from both a good business and a legal standpoint. Policies should be delivered personally. You should not keep a policy (other than your policy or a policy of a member of your immediate family) for a period longer than is necessary for review, analysis and delivery. As we seek to serve our clients, we know that their understanding of the features, benefits and terms of the products they purchase goes a long way toward satisfaction. Much of this understanding can be achieved during a well constructed and attentive delivery interview.

Depending on the contract, insurance and annuity products contain a provision which allows purchasers to return them for a complete refund within a certain time frame referred to as the **free look period** following policy delivery. Since the free look period does not begin to run until delivery, it is important that you deliver the contract promptly. It is also important that there is evidence that the policy has been delivered. For that reason, you must secure the client's signature on the delivery receipt and promptly return it to the home office.

As noted above, you should not deliver an insurance policy if the proposed insured's insurability has changed after the date of the application. Even if the initial premium has been collected and a Conditional Receipt provided, you must hold the policy and contact the home office underwriting department immediately in the event of a change in insurability.

## Service at Time of Claim

One of the most important benefits of a long-term relationship between you and a client is prompt, trustworthy claim service. A field partner who knows the client's financial circumstances and personal interests can be of invaluable assistance at the time of death or disability. While in some instances it is appropriate for the home office Claims Department to deal directly with the client or beneficiary, you should make every effort to render service personally when appropriate.

Claims must be handled as quickly as possible. This is not only good business practice, but is also legally required. It is your duty, as a field partner, to report to the home office immediately that an event that will lead to a claim has occurred. The law considers that when an agent has been notified of such an event, Ameritas has also been notified. Any delay in reporting will inhibit the ability of all parties to be served properly.

## sales process for the guaranteed standard issue (gsi) and retirement plan markets

### Underwriting Authority

Field partners, who market Ameritas guaranteed standard issue, whether employer-paid and/or voluntary, must obtain proposals from the GSI 'wholesaler' supporting their territory. The GSI wholesaler will work with the Home Office GSI administrative and support staff to provide accurate and timely proposals and provide additional sales and marketing support on an 'as needed' sales scenario.

The GSI wholesalers will work and consult with the GSI administrative, underwriting and support staff and act as the liaison with the agents on their specific cases. Agents cannot obligate Ameritas, and the proposal will be released to the GSI wholesaler and the agent/agency once it is reviewed and approved for release and any external approvals from reinsurance are in place.

Applications for Retirement Plans Group Annuity products provide critical information in setting up records for proper administration and service. You should ask all questions of the applicant and record them accurately. Disclosure must be complete.

### Disclosure Requirements

In addition to Retirement Plans' Application and Issue guidelines, the Employee Retirement Income Security Act of 1974 (ERISA) requires full disclosure of a product's charges, fees and commissions. Group Annuity products fall under the full disclosure requirement. You must disclose this information prior to the issuance of any Group Annuity or Pension Life product. You may obtain disclosure materials through the home office or any regional group pension office. The submission of incomplete or incorrect disclosure will result in the home office obtaining signed disclosures directly from the client prior to the issuance of a Group Annuity or Pension Life contract or declining the application.

### Sales Literature

As with the sale of individual products, representatives may use only company-approved sales and promotional literature. You should take care to use up-to-date editions of all brochures, advertisements and sales materials produced by the home office by checking Producer Workbench or the Retirement Plans website. Additionally, you may use only company-approved software, again taking care to use the most current versions by checking Producer Workbench or the Retirement Plans website.

You must receive home office approval prior to using brochures, related sales literature, advertisements and communications with clients or potential clients. Stationery or related materials are not approved for any use other than representing the solicitation, sales, service or issuance of Ameritas products.

## Sales Practices

Sales representatives who market Guaranteed Standard Issue (GSI) or Retirement Plans products:

- Acknowledge and agree to abide by Ameritas rules and state laws and regulations governing the sale of products and conduct involved in the selling process.
- Agree to promptly remit to Ameritas all monies collected or received on behalf of the client for initial administrative and takeover services. Premium checks or client deposits are to be remitted directly to Ameritas by the client in accordance with Ameritas policy for such transactions.
- Understand that keeping accurate records of all transactions on behalf of Ameritas is required. Books of accounts, documents, vouchers, letters and any other material connected with the business are the property of Ameritas and subject to audit.
- Agree to act in an ethical, dignified, positive and professional manner, and to not misrepresent or omit important facts in any application of insurance or supplemental material.

**NOTE:** Field partners who are also registered representatives may not sell a second company's group variable product; unless a selling agreement is in place between that field partner's broker/dealer and the second company's broker/dealer.





**Ameritas Life Insurance Corp.**

5900 O Street  
Lincoln, Nebraska 68510  
402-467-1122  
Toll Free: 800-745-1112

**Ameritas Life Insurance Corp. of New York**

1350 Broadway, Suite 2201  
New York, NY 10018  
877-280-6110

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Securities and advisory services are offered through Ameritas Investment Corp., member FINRA/SIPC.

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Ameritas Life Insurance Corp., Ameritas Life Insurance Corp. of New York

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

Social Security or TIN Number: \_\_\_\_\_ Phone No: \_\_\_\_\_

**Email: IDCcontracting@ameritas.com**

I authorize the Ameritas (hereinafter the Company) to electronically deposit my "PAYCHECK" directly into the financial institution(s) of my choice as specified below. It is my understanding that my earnings advice will electronically post to Producer Workbench or Employee Self Service and that my funds will be available for use on payday. I also authorize the Company to withdraw electronically from my account(s) any sum credited in error.

This authorization will remain in effect until the Company receives written notice of its revocation and has adequate time to process the appropriate transactions.

The undersigned hereby agrees that all entries initiated hereunder are to be governed in all respects by the Operating Rules of the National Automated Clearing House Association as amended by the Rules of the Mid-America Payment Exchange, as now or hereafter in effect, and agrees to be bound thereby.

I understand that the Company is providing this without charge, and that the Company will not be held liable for any claims or damages arising, directly or indirectly, from this deposit arrangement.

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

**\* (A voided check or statement containing pertinent banking information, such as bank transit number and bank account number must be attached to this request.)**

**ACCOUNT TYPE:** (c) Checking (s) Savings

**DEPOSIT ACCOUNT**

Bank Name \_\_\_\_\_

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

Bank Transit Number \_\_\_\_\_

<b>PAYROLL USE ONLY:</b>	Prepared by: _____	Date: _____	Input by: _____	Date: _____	Verified by: _____	Date: _____
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# Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	<b>5</b> Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code	
	<b>7</b> List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>									
				-			-		
<b>or</b>									
<b>Employer identification number</b>									
				-					

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**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 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

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. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**Note.** If you are a U.S. person and 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.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following persons must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 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 payee 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 to Form W-9 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, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, 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,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

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 *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## 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

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. 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 line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

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

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

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**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-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, 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 SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). 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 apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and 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.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

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

**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

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

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<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 and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the 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.) Also see *Special rules for partnerships* on page 2.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**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.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

# Designation of Beneficiary

To receive vested commissions and/or vested overrides

Ameritas Life Insurance Corp., Ameritas Life Insurance Corp. of New York



Producer Name \_\_\_\_\_

The undersigned Producer hereby revokes any previous beneficiary designations with respect to any vested compensation payable at the death of the Producer designated above. Instead, any such vested compensation shall be paid to the beneficiary designated below pursuant to the terms of the Producer's agent contract with the Company.

## Primary Beneficiary

\_\_\_\_\_  
(Full Name) (Relationship to Producer)

\_\_\_\_\_  
(Address)

## Contingent Beneficiary

\_\_\_\_\_  
(Full Name) (Relationship to Producer)

\_\_\_\_\_  
(Address)

## Producer's Estate

If none of the above named beneficiaries are living at the death of the Producer, then the vested compensation will be paid to the Producer's estate.

Signed at \_\_\_\_\_ Date \_\_\_\_\_  
(City & State)

Witness \_\_\_\_\_ Producer \_\_\_\_\_  
(Required)

RECORDED BY HOME OFFICE \_\_\_\_\_ By \_\_\_\_\_  
(Date)

# Producer Annualization Authorization

Ameritas Life Insurance Corp. (ALIC), Ameritas Life Insurance Corp. of New York (ALICNY)



Producer Name: \_\_\_\_\_ Producer Number: \_\_\_\_\_

## Eligible Products

This Producer Annualization Authorization Agreement ("Agreement") shall apply to any product of Ameritas Life Insurance Corp. or Ameritas Life Insurance Corp. of New York (collectively, "Ameritas") designated by Ameritas ("Eligible Product") in its Annualization Policy which is published on Producer Workbench and incorporated herein by reference. The Eligible Products may be changed from time-to-time by Ameritas in its sole discretion.

## Eligible Compensation

This Agreement shall apply to any first-year compensation designated by Ameritas in its Annualization Policy and payable under the terms of the Producer contract between the producer named below ("Producer") and Ameritas ("Contract"). This Agreement is subject to the Contract's terms and conditions.

## Request for Annualization of Eligible Compensation

The Producer hereby requests that (choose one):

50 percent or  75 percent

of the equivalent of the first 12 months of any Eligible Compensation ("Annualized Comp") be paid in advance ("Annualized") on any Eligible Product sold by the Producer. Annualized Comp shall be calculated on the basis that the Eligible Product's annual premium, which is defined as the Eligible Product's scheduled premium multiplied by the premium mode ("Annualized Premium"). Annualized Comp shall be limited to maximum amounts of the Producer's outstanding Unearned Compensation, defined below, which are contained within the Annualization Policy and set by Ameritas in its sole discretion.

## Chargeback of Annualized Comp

Pursuant to the Contract's "Lien for debts" provision, the Producer agrees to repay any Annualized Comp to Ameritas in the following circumstances ("Chargeback"):

- (1) The total premium paid on an Eligible Product effective within the first 12 months of its issuance ("Paid Premium") is less than its Annualized Premium; or
- (2) An Eligible Product's premium mode is changed from a mode that is eligible for Annualized Comp under the Annualization Policy to a mode that is not eligible for Annualized Comp.

Upon a Chargeback of Annualized Comp under these sections (1) or (2), Annualized Comp shall be repaid in an amount equal to the extent Annualized Comp exceeds the compensation that would have otherwise been paid to the Producer had the Eligible Product not been Annualized ("Unearned Compensation").

## Withholding of Compensation

Pursuant to the Contract's "Lien for debts" provision, the Producer hereby consents to Ameritas' retention of any and all future compensation payable to the Producer under the Contract, or any other future contract between the Producer and Ameritas, in order to satisfy any Chargeback arising under this Agreement.

## Producer Guaranty

The Producer's obligation to repay any Chargeback under this Agreement shall be subject to any personal guaranty of the Producer contained within the Contract. The Producer shall be fully liable to any other Producer for any sums paid by such Producer to Ameritas for debts incurred hereunder.

## Termination

Ameritas, which hereby acknowledges its acceptance of the Producer's request for Annualized Comp, may terminate this Agreement at any time without notice. Additionally, the Producer may terminate this Agreement by notifying Ameritas in writing.

## Acknowledgement

Ameritas and the Producer acknowledge their concurrence to the terms of the Agreement effective on the date last acknowledged below:

■ **PRODUCER (if individual):**

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

→

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

■ **PRODUCER (if business entity):**

\_\_\_\_\_  
Printed Name of Business Entity

\_\_\_\_\_  
Printed Name and Title of Contractee Representative

→

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

■ **Agreed on behalf of Ameritas:**

Ameritas Life Insurance Corp.

Ameritas Life Insurance Corp. of New York

By:



Sandra Crum

2nd Vice President, Field Relations

# Credit Card Authorization

Ameritas Life Insurance Corp., Ameritas Investment Corp.



Rep Code: \_\_\_\_\_

This shall authorize Ameritas Holding Company\* to charge:

- Appointment Fee . . . . . \$ \_\_\_\_\_
- Debit Balance / Due Company . . . . . \$ \_\_\_\_\_
- E&O Premium . . . . . \$ \_\_\_\_\_
- Exam Fee . . . . . \$ \_\_\_\_\_
- Registration Fee . . . . . \$ \_\_\_\_\_
- Renewal Fee . . . . . \$ \_\_\_\_\_

on my credit card as indicated below. **Please check the appropriate box above and indicate the dollar amount to be charged.**

## Credit Card Authorization *(please print or type legibly)*

Visa     MasterCard

Name on Card

Card Number

    -     -     

Exp. Date (month/year)

 / 

Agent Number

Phone Number

Address

City

State

 

ZIP

\_\_\_\_\_  
Name (print or type)

**X**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\* Ameritas Life Insurance Corp. and Ameritas Investment Corp. are subsidiaries of the Ameritas Holding Company, which hereby acts as collection agent for purposes of the above referenced credit card usage. Your credit card statement will reflect Ameritas Holding Company as the merchant collecting upon your card for the reasons described above.

### Please return to:

Field Relations  
P.O. Box 81889  
Lincoln, NE 68501-1889  
Fax: 402-467-7337