



Contracting Checklist for Americo

Please submit the following information and documents to **SMIG** when licensing with Americo:

- Completed and Signed Agent/Agency Application
- Completed and Signed Authorization for Disclosure of Agent Information
- Completed and Signed Guaranty Agreement
- Completed and Signed Commission Advance Addendum
- Completed and Signed Agent Agreement
- Completed and Signed EFT Direct Deposit form with Voided Check (required)
- Completed and Signed W-9
- Please submit all state licenses for the states you wish to be appointed

STATE LICENSING FEES MAY APPLY!!!

Send the above information to SMIG:

By Email: contracts@smig-inc.com

By Fax: 314-685-8013

By Mail: Senior Marketing Insurance Group
712 N 2nd St, Suite 310
Saint Louis, MO, 63102

The licensing process cannot begin until all of the above items have been received!!! If you have any questions, please call us at: 1-866-345-0109.



Contracting Checklist

Detailed below are all requirements that must be received in our office for the contracting process to begin.

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<input type="checkbox"/> Agent/Agency Application	Please list your legal name as shown on your resident license when completing all paperwork. Be sure to sign and date the Americo Agent/Agency Application once you've completed the form. Do not fill out the AGENCY section for an individual appointment. • <u>Agency/Corporation Appointment</u> - Please fill out the "Licensed Agency Member" section of the application as well as the AGENCY section. Do not forget to include the Tax ID# for a corporation.
<input type="checkbox"/> Insurance License(s)	Include resident license and non-resident licenses under which you will be soliciting business. Please be sure that your insurance licenses are current and remember to submit renewal copies. • <u>Agency/Corporation Appointment</u> - Please be sure to provide corporate insurance licenses (if applicable).
<input type="checkbox"/> Appointment Fees (Resident and Non Resident)	For your convenience, Americo does not require you to submit up-front payment for non-resident appointment fees. These charges will be deducted directly from your commissions upon our acceptance of the contract or once the first piece of business has been submitted in a given non-resident state, depending on the state's regulations. <u>Americo will pay resident appointment fees.</u> <u>Please note that Florida has a county appointment requirement.</u> If you are a non-resident agent planning to physically solicit in any Florida county, you must identify the counties on your agent application. A list of counties is shown for your convenience. Americo will pay this county fee.
<input type="checkbox"/> E&O Certificate	Americo requires E&O coverage of at least \$1 million dollars. Please provide us with a copy of your current E&O certificate. <u>Policies will not be issued until this requirement is met.</u>
<input type="checkbox"/> Anti-Money Laundering (AML) Training Certification	All agents who write cash value products (including universal life, whole life, and annuities) must complete Anti Money Laundering (AML) training through LIMRA. You may access the certification course at https://aml.limra.com 24 hours after your contract is submitted to Americo. Once you have completed the LIMRA AML course, a completion notice will be returned to Americo within 24 hours.
<input type="checkbox"/> Direct Deposit/EFT	If you prefer to have your commissions directly deposited via electronic funds transfer (EFT) into your checking/savings account, please provide us with a voided check or deposit slip. If the routing and account numbers are not printed on your deposit slip, please have your bank prepare this information on their letterhead. <u>If the name on the checking account differs from the name on your insurance license, an Assignment of Commissions form is required.</u> Note: If not on direct deposit, you will only receive a commission check once a month. Commissions paid via EFT will be paid out daily, unless weekly or monthly is specified.
<input type="checkbox"/> Assignment of Commissions (Optional)	To be completed if commissions are to be assigned, or if the name on the direct deposit account does not match the name on your insurance license. Please ensure form is signed by Agent and Assignee (a copy of their license must also be included). (Form # 02-049-1)
<input type="checkbox"/> Commission Advance Addendum (Optional)	Complete if requesting Advance Commissions. (Form # 02-050-1)

Upon acceptance by Americo of your Agent/Agency Application, you will receive a Welcome Letter indicating your agent number. This letter should be filed with your Agent Agreement/contract as it represents Americo's acceptance of your contract.



Americo Financial Life and Annuity Insurance Company

Home Office: Dallas Texas
Administrative Office: PO BOX 410288, Kansas City, MO 64141-0288

AGENT/AGENCY APPLICATION

INDIVIDUAL OR LICENSED AGENCY MEMBER (Please print in black ink or type)

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Form with fields: Name Last, First, Middle Initial, Social Security Number, Birth Date, Gender (M/F), Resident Address, Mailing Address, City, State, ZIP, County, Home Phone, Business Phone, E-Mail Address, Fax Number.

Would you be interested in bi-lingual Spanish marketing materials? Yes No

AGENCY - Each licensed member must complete an application.

Form with fields: Agency Name, Corporate Tax ID#, Corporation, Partnership, Sole Proprietorship, LLC.

All corporations, partnerships, and LLC's must provide the name of ALL owners and officers. Use separate sheet if needed.

Table with 2 columns: Name, Title. Two rows for listing owners/officers.

BACKGROUND Yes No

Background questions: Are you indebted to any Insurance Company/Agency/Manager? Have you ever filed bankruptcy? Do you have any outstanding judgments or liens? Are you currently charged with or have you ever been convicted* of a crime... Have you ever been refused a bond? Have you ever had a license refused/suspended/revoked... Have you had any complaints filed against you...

If additional space is needed to explain "yes" answers, please use a separate sheet and sign and date it.

*Convicted includes a guilty verdict, withdrawn plea, probation, nolo contendere plea, suspended sentences, or fines. You may exclude traffic citations and juvenile offenses.

E&O COVERAGE

Please provide the following information along with a copy of your current Errors & Omissions (E&O) coverage certificate. By signing this application, you acknowledge that you are responsible for maintaining, and agree to maintain, E&O liability coverage of not less than \$1 million during the term of this Agent Agreement and for a period of one year after the Agreement is terminated.

Form with fields: Carrier Name, Policy Number, Expiration Date.

Authorization for Disclosure of Agent Information

I, _____, do herein authorize Americo Financial Life and Annuity Insurance Company to disclose any
(Name of Agent) Dalvin K Parker
and all information received as a result of its background search of me for agent appointment purposes to _____.
(Name of IMO)

Dated at _____ on _____
(City and State) (Month/Day/Year)

Agent's Name (Printed) Date

← Sign here

Agent's Signature



Americo Financial Life and Annuity Insurance Company
 1055 Broadway, Kansas City, MO 64105
 Fax 1-800-395-9238

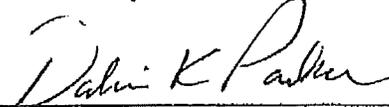
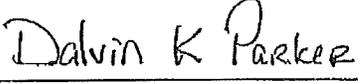
GUARANTY AGREEMENT

For: Name	Social Security Number
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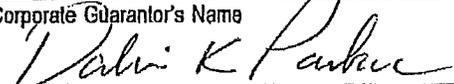
In order to induce Amerigo Financial Life and Annuity Insurance Company (Amerigo) to enter into an agent relationship with the above named life insurance agent recruited by me, or for my agency, and on whose production I will receive an override commissions, I, as guarantor, hereby personally and unconditionally guarantee the performance of all the terms, covenants, agreements, understandings and obligations assumed by said agent in his or her Agent Application and any Agent Agreement with Amerigo, including but not limited to, the payment of any and all sums due Amerigo thereunder for any reason whatsoever.

This guarantee applies to the above named regarding his or her Agent Application and Agent Agreement or any amendment or modification of such agreements with Amerigo from and after the date hereof. I waive notice of default by said Agent and agree that Amerigo need not pursue or exhaust any other remedies prior to invoking the benefits of this guaranty. This guaranty shall remain in force notwithstanding the institution of any action by said Agent under the U.S. Bankruptcy Code, and state insolvency laws, or any reorganization of an Agent.

This Guaranty is executed by me this _____ day of _____, 20 _____.

	
Individual Guarantor's Signature	Type or Print Name of Guarantor

Dalvin K Parker

Corporate Guarantor's Name	
	
Corporate Guarantor's Authorized Signature	Title of Corporate Guarantor

3800 Hwy 45 N
 Meridian MS 39301

Guarantor's Address

LICENSES

A copy of your current resident license must be attached. If you plan to write outside of your resident state, please attach your non-resident license(s) as well. Non-resident appointment fees will be deducted directly from your commissions upon our acceptance of the contract or once the first piece of business has been submitted, depending on the state's appointment regulations.

If you hold a non-resident license in Florida and plan to physically solicit in any Florida county, you must indicate those counties below, as an appointment is required. Americo will pay the fee for the county appointment.

Dade	Duval	Hillsborough	Pinellas	Polk	Palm Bch	Orange	Volusia	Escambia	Broward
Leon	Marion	Manatee	Sarasota	Seminole	Lee	Brevard	St Johns	Gadsden	Pulnam
Columbia	Hardee	Suwanee	Indian River	Santa Rosa	De Soto	Madison	Walton	Taylor	
Alachua	Lake	Bay	St. Lucie	Jackson	Osceola	Highlands	Pasco		

AUTHORIZATION FOR ELECTRONIC FUNDS TRANSFER (DIRECT DEPOSIT)

Please complete all information. Commissions are sent daily, weekly, or monthly through Electronic Funds Transfer into your bank account. Commission statements may be obtained on Agent Cafe, the Company's on-line agent resource. Electronic Funds Transfers are paid out daily, unless weekly or monthly is specified.

I hereby authorize the Company to pay my commissions by depositing my commissions through Electronic Funds Transfer. This authority is to remain in full force and effect until the Company has received written notification from me of its termination, allowing the Company enough time to act on it. If the account holder's name differs from the name on the insurance license an Assignment of Commissions form (# 02-049-1) must be completed and returned to the Company.

Account Holder's Name (please print)

Account No.

Financial Institution's Telephone Number
()

Agent's preferred pay frequency:

- Daily
 Weekly
 Monthly

Please include one of the following with Agent's Application:

- Voided check for checking account (or)
 Deposit slip for savings account (or)
- must indicate account number
 - note that routing number on the deposit slip is not the bank routing number needed to transmit a deposit, please confirm routing number with your bank and write above
 - verify that the numbers are the same as on your account as these sometimes differ
- Bank routing and account numbers on financial institutions letterhead.

Tape voided check or deposit slip here.

REPRESENTATIONS AND AGREEMENTS

- I can solicit business only in states where I am licensed.
- I will not solicit business in states that prohibit solicitation prior to my appointment.
- As a general rule, it is not acceptable for me to make a solicitation anywhere other than in the resident state of the applicant.
- Premium checks will be payable to and sent directly to the Company. No premium checks will be deposited to a personal or business account. Money orders will not be accepted for initial premium.
- I will represent all policies according to their applicable provisions, including any illustration of values and benefits. Full disclosure will be made regarding all policy features and conditions relevant to the receipt of benefits.
- I hereby continually authorize the Company to independently verify the information set forth in this Agent Application and to contact people or institutions regarding my character, general reputation and background, which may include credit reports and a criminal background check.
- I hereby continually authorize the Company to disclose any and all information received as a result of its background search of me to my sponsoring Agency or Independent Marketing Organization.
- I will abide by all rules and regulations of the Company, which may be subject to change at any time.
- I understand that I must complete Anti-Money Laundering Training on the LIMRA web site and I also understand that Americo requires me to renew my certification every 2 years. Policies falling under the Anti-Money Laundering Training requirements will not be issued unless the initial and renewal training requirements have been fully met.
- If I am convicted of or plead guilty to any felony involving dishonesty or breach of trust, or any offense under Title 18 U.S. Code Sec. 1033, or am required to file under any sex offender registration law of any state, I will immediately report it to the Company.

AGENT'S DECLARATION AND AUTHORIZATION

- I hereby certify that my answers to the questions herein are true.
- It is also understood that I will be responsible for any and all commission chargebacks to my account and to the accounts of any other agents on whose production I receive a commission override. Should litigation be necessary to collect any debit balance, reasonable attorney fees and collection costs plus interest at the highest rate allowable by state law may also be awarded to the Company.
- I am fully aware and understand that as a licensed insurance agent it is my responsibility to completely understand the products and companies I represent and to properly solicit these products to consumers in accordance with insurance solicitation laws and consumer protection laws within the state(s) where I hold a resident and/or non-resident license.

I understand and agree to the terms of that document known as the Agent Agreement with Americo Life, Inc. Affiliates, (form No. SMC-010100 (05/09), which is incorporated into and made a part hereof by this reference, and agree that all obligations imposed thereunder shall survive the termination of such Agent Agreement.



Agent's Signature (Required)

Date (Required)

Agent's Name (Printed)

Dale K Parker

Recruiting Agent's Signature

Recruiting Agent Code

Request for Taxpayer Identification Number and Certification

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

Print or type
 See Specific Instructions on page 2.

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

Part I Taxpayer Identification Number (TIN)

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

Social security number								
or								
Employer identification number								

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

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the Instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶
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Purpose of Form

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

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

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

In 3 above, 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.

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

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the 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 withholding on your share of partnership income.

The person who gives 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 is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

COMMISSION ADVANCE ADDENDUM FOR: _____
Agent's Name (please print)

This ADDENDUM supplements and is part of the AGENT AGREEMENT (AGREEMENT) between you and Americo Financial Life and Annuity Insurance Company, Great Southern Life Insurance Company, and The Ohio State Life Insurance Company, (individually and collectively, the Company, we, us, or our) pursuant to which you or your agents solicit applications for our insurance, annuities, riders and other contracts (policies).

1. ADVANCE COMMISSION REQUEST

You hereby request us to make advances of first-year commissions to be earned under the AGREEMENT ("advance commissions"). As consideration for our payment to you of advance commissions subject to the terms and conditions of this ADDENDUM, you (a) represent to us that any advances hereunder are solely for business purposes, and (b) agree to the terms and conditions of the ADDENDUM.

2. COMPANY'S RIGHTS

The Company reserves the right to:

- A. determine the amount of any advance commissions payable to you,
- B. decline an advance commission to you at our sole discretion,
- C. establish a maximum amount of advance commissions that may be outstanding at any time,
- D. with written notice to you, or your recruiting agency or your Independent Marketing Organization, assess a service charge at a rate to be determined, not to exceed 10% per annum, on the outstanding balance in your commission account, for providing annualization of commissions,
- E. establish a 12-month repayment plan for indebtedness resulting from commission advances with interest charged on the outstanding balance at a rate to be determined, not to exceed 8% per annum, and
- F. upon termination of the Agreement of this Addendum, to demand immediate repayment of any outstanding commission advances which have been paid to you.

3. ADVANCES ON FIRST YEAR LIFE AND ANNUITY PREMIUMS

For purposes of this ADDENDUM, advance commissions for Life and Annuity products may be up to 75 percent of the expected first-year commissions of an insurance contract for which the premiums are to be paid to us during the first policy year, reduced by a service charge, if any, in accordance with Paragraph 2D. The advance commissions will be calculated in accordance with the following guidelines, subject to the Company's rights in Paragraph 2:

- A. Maximum advance commission on a policy is two thousand five hundred dollars (\$2,500).
- B. Any unearned advance commissions on a policy will be charged back and offset against any monies payable to you, under the following conditions:
 - 1. If any policy is returned to the Company as "Not Taken", or the initial premium is not paid within 150 days of the advance commission date.
 - 2. If after a policy's initial premium is paid, subsequent premium is not received within 150 days of the previous premium payment.
 - 3. If any policies that advance commissions have been paid on terminates for any reason.
 - 4. At the end of the tenth month after the advance date, if there are any unearned advance commissions remaining.
- C. Advance commissions will not be made on controlled business. "Controlled business" means policies insuring or owned by you, your immediate family (spouses, children or stepchildren, parents or stepparents, siblings, or your spouse's parents or stepparents, grandparents), any agent of ours, or partner, corporate director, officer, employee, or any family member thereof. You must give written notice of any controlled business along with any application for such business.

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AGENT AGREEMENT WITH AMERICO LIFE, INC. AFFILIATES

SMC-010100 (05/09)

1. COMPANY-REPRESENTATIVE RELATIONSHIP

Each of Americo Financial Life and Annuity Insurance Company, Great Southern Life Insurance Company, The Ohio State Life Insurance Company, and any other companies as may be designated from time to time, (individually and collectively, the Company, we, us or our) appoints you as its agent/broker (Agent, you or your) to represent us in connection with our life insurance, annuities, riders and other contracts (our policies), in accordance with this AGREEMENT. You may be appointed by any of the Companies upon acceptance by an authorized representative of the companies. Americo Financial Life and Annuity Insurance Company, The College Life Insurance Company of America, Great Southern Life Insurance Company, and The Ohio State Life Insurance Company, however, are separate companies. Your right to do business in any state is contingent upon your being licensed and actually appointed by the Company in that state. You are deemed to have a separate contract enforceable by and against each of the Companies by whom you are appointed. Reference to "the Company" herein means the applicable appointing company(s). This Agreement supersedes any prior contracts or agreements between you and any of the Companies named above.

2. AGENT RIGHTS AND RESPONSIBILITIES

- a. **INDEPENDENCE.** As an independent contractor, you are free to exercise your discretion and judgment as to time, place, and means of performing all acts hereunder. Nothing in this AGREEMENT is intended to create a relationship of employer and employee between you and us.
- b. **TERRITORY.** You have no exclusive territories. Your territory is any state in which both you and the Company are authorized to do business.
- c. **AUTHORITY.** We authorize you, subject to the provisions of this AGREEMENT:
 - 1. to solicit applications for policies described in the SCHEDULE OF COMMISSIONS and promptly to forward the applications to us for our consideration,
 - 2. to collect the full initial premium in a form payable directly to the company for policies to be issued and promptly to submit all premium collected to the Company,
 - 3. to deliver policies in accordance with any delivery requirements of the Company on a timely basis, and
 - 4. to make reasonable efforts to maintain the Company's policies in force and to provide reasonable assistance to the Company's policyholders.
- d. **COMMISSIONS.**
 - 1. **Agent's Commissions.** We will pay you, as full compensation for all services rendered and expenses incurred by you, first year and renewal commissions, at the rates provided and subject to the terms and conditions contained in the SCHEDULE OF COMMISSIONS, provided to you from time to time. The SCHEDULE OF COMMISSIONS may be changed, effective upon mailing written notice to you by the Company, and any subsequent applications solicited by you shall be affected by such change. These commissions will accrue on premiums paid in cash to us for policies issued from applications procured by you while this AGREEMENT is in effect. Any compensation payable will be subject to the minimum amounts in place from time to time by the Company.
 - 2. **General Agent's (agents with hierarchy) Commissions.** The Company will directly pay commissions to your agents according to the applicable Agreement and SCHEDULE OF COMMISSIONS. By making such payments, the Company will discharge our obligations to you and your agents to the extent of such payments. To the extent commissions vest under this AGREEMENT and the Agent Agreements of your agents, there will be no reversion to you of commissions due your agents. All override commissions due you on policies sold by your agents prior to the date of termination will become non-vested if your AGREEMENT is terminated for cause. Commissions will continue to be paid until the total commissions earned annually amount to less than \$500.00, at which point no further commissions will be due or payable. Any compensation payable will be subject to the minimum amounts in place from time to time by the Company.
- e. **LICENSING.** You are responsible for all initial licensing fees and all applicable license renewal fees. We will pay the fee for your initial resident appointment. You will bear the cost of any nonresident appointment fees.
- f. **OTHER EXPENSES.** The Company will provide you with application forms, medical examination forms and the various papers necessary to write and service policies. You will be responsible for all other business expenses.
- g. **ADVERTISING AND SALES PROMOTION.** We will furnish to you all advertising materials, circulars and other Company printed sales matter. We will consider your suggestions for specialized solicitation material, but none may be used without our prior written approval. You will, at all times, comply with applicable state laws and regulations.
- h. **REGULAR STATEMENTS.** On a prompt and timely basis, we will make available to you statements of your earnings, commission advances, charges and reductions or repayments of indebtedness, in written or electronic format at the company's discretion. The Company must be notified in writing of any disputed amounts or transactions within ninety (90) days of the transaction date. No amounts or transactions may be disputed more than ninety (90) days after the transaction date.

- i. **GENERAL AGENT RIGHTS AND RESPONSIBILITIES.** If a General Agent, you have the following additional rights and responsibilities to:
 1. solicit applications for policies described in the SCHEDULE OF COMMISSIONS through your agents appointed with our approval,
 2. recruit agents to solicit applications for policies,
 3. exercise proper supervision to assure the faithful performance by your agents of their Agent Agreements,
 4. provide training and support to your agents, and
 5. repay in full amounts owed the Company by your agents upon demand by the Company. You are responsible for collecting from your agents.
- j. **MONEY LAUNDERING.** We are in compliance with United States laws concerning fraud and money laundering. We expect you to be aware of those laws relating to money laundering, and to comply with them as well. Such laws include, but are not limited to, the International Money Laundering Abatement and Anti-Terrorism Financing Act of 2001 (Title III of the USA PATRIOT Act). We expect you to adhere to the Company's Anti-Money Laundering (AML) guidelines; gather the necessary information needed to confirm the identity of applicants for the Company's products; complete the AML training required by the Company and immediately report suspected AML-related activity to the Company's AML officer.

3. COMPANY RIGHTS AND RESPONSIBILITIES

- a. **RESERVATION OF AUTHORITY.** The Company reserves and retains the exclusive authority to, and your authority does not permit you to:
 1. make, alter or discharge any contract to which the Company is a party,
 2. waive or modify any terms, rates, conditions or limitations of any policy,
 3. approve evidence of insurability, or bind or commit the Company on any risk, or in any manner except as outlined in the Conditional Receipt,
 4. deliver any policy where the health of the proposed insured at the time of the delivery is other than as stated in the application for insurance,
 5. collect any premiums after the initial premium without prior written approval from the Company,
 6. extend the time for any premium payment, or reinstate any lapsed policy,
 7. adjust or settle any claim, unless specifically directed by the Company,
 8. solicit applications in any state or jurisdiction without a valid insurance license for such solicitation,
 9. enter into any legal proceedings pertaining to the Company's business, except as noted in paragraph 4.e., or 4.l.3,
 10. exercise any authority on our behalf, other than as authorized by paragraph 2.,
 11. publish or circulate any advertisements, sales literature, illustrations or other printed materials referring to the Company or its products or officers without the company's prior written consent, and
 12. incur any expenses in our name, without prior written approval.
 13. approve or disapprove any of your agents. The Company's approval will be evidenced by our entering into an Agent Agreement with each of your agents.
 14. terminate any of your agents, according to the applicable provisions of their Agent Agreements,
 15. assess you for your agents' unpaid charges, fees and other amounts as specified in our Agent Agreement and our rules and regulations, and
 16. demand repayment of any indebtedness to the Company by you or your agents at any time.
- b. **RESERVATION OF RIGHTS.** With reasonable notice to you, we specifically reserve the right to:
 1. discontinue or withdraw any policy from any state,
 2. modify or amend any policy or its premium rates,
 3. determine maximum and minimum limits on any policy,
 4. modify or change the conditions or terms under which any policy may be offered,
 5. implement and modify any rules and regulations of the Company,
 6. cease doing business in any state or geographically defined area,
 7. modify any SCHEDULE OF COMMISSIONS and,
 8. make periodic revisions to this AGREEMENT and addendum or addenda thereto.
- c. **SECURED OBLIGATIONS.** In order to secure the full and prompt payment of any and all indebtedness due from you or your agents to us or guaranteed by you, the Company will have a security interest and first lien on any monies due at any time under the SCHEDULE OF COMMISSIONS or any applicable addendum. In addition to any statutory or other legal basis, the Company will have the right of offset and, at any time, may deduct from any monies, or other rights due you, such indebtedness together with interest at the maximum rate allowed by the law of your state and any attorneys' fees and collection costs incurred by us. Any compensation due to you from any of our companies listed in Paragraph 1 above is subject to a similar security interest and may be offset against any indebtedness owed by you to any of our companies listed in Paragraph 1.
- d. **INDEBTEDNESS.** In accordance with the terms of this AGREEMENT, you are responsible for the indebtedness of your agents. Upon termination of this AGREEMENT for any reason, the entire amount of all monies due from you, and any and all of your agents, will be immediately due and payable on demand, and you are responsible for assuring that the debt is repaid in full. This does not waive the Company's right to request payment on demand of any indebtedness, at any time, that is due and payable to the Company.

- e. **RULES AND REGULATIONS.** The Company has the right to make and modify rules and regulations governing the issuance of its policies, the administration of this AGREEMENT and such other matters as the Company deems appropriate to further define the responsibilities and obligations of the parties. We will promptly provide you with such rules and regulations and any modifications.
- f. **MATERIALS AND RECORDS.** All materials and their content which we provide you such as programs, manuals, tapes, guidelines, diskettes or any other information pertaining to our products, will remain our sole and exclusive property, and will be used only in the solicitation of applications for Company policies and may not be used for any other purpose without our prior written approval. Upon termination of this AGREEMENT, you will return to the Company, at the Company's expense, all unused materials bearing the Company's name or logo, including, but not limited to, forms, letterhead, and business cards.
- g. **ASSIGNMENT.** No assignment of this AGREEMENT or of any compensation due or to become due will be valid unless approved in advance in writing by the Company. Any assignment will be subject to the first lien and right of offset of the Company under paragraph 3.c., above.
- h. **AUDIT.** Your accounts, ledgers, correspondence and other records pertaining to this AGREEMENT shall, at all times, be open to inspection and audit by authorized representatives of the Company or any of its reinsurers, regardless of any termination of this AGREEMENT.

4. RIGHTS AND RESPONSIBILITIES OF BOTH PARTIES

- a. **RECORDS.** Both parties will keep proper records, as necessary, relating to the business transacted under this AGREEMENT. Both parties reserve the right, during regular business hours, to review and make copies of these records. Upon request, both parties will account for all business materials relating to the other party's business.
- b. **CONDUCT OF BUSINESS.** Both parties will conduct their activities as authorized and contemplated by this AGREEMENT in accordance with applicable laws and regulations. Both parties agree to treat each other on a fair and equitable basis in all dealings.
- c. **SUPERVISION.** You will supervise your employees and agents who solicit and process applications for our insurance policies as provided in this AGREEMENT and will cause them to comply with all rules, regulations, and obligations imposed on you. The Company agrees to treat them as fairly and equitably as we treat you.
- d. **INDEMNIFICATION.** Each party is responsible to the other for its acts or omissions and the acts or omissions of its employees and agents. Each party will indemnify and hold the other harmless from any loss or expenses (including attorneys' fees and collection costs) resulting from any acts or omissions of its employees or agents. This shall include any monetary fines or forfeitures, and associated administrative costs, imposed by any federal or state regulatory body by way of administrative order or consent order or decree. Since the Company may be entering into Agent Agreements with your agents, you are responsible for and will indemnify the Company for any acts or omissions of your agents to the same extent as for your personal acts. The company reserves the right to withhold any amounts due from you under this paragraph from commissions payable to you.
- e. **COOPERATION.** Both parties will fully cooperate with each other in any state or federal regulatory investigations or proceedings, any matters of litigation, or any matters pertaining to policyholders, customers, claimants, or agents of the Company, to the extent that they are related to matters pertaining to this AGREEMENT.
- f. **SERVICE.** Both parties will provide prompt and professional service to our policyholders. By accepting compensation for the policies sold, you acknowledge that the actual policies sold and in force are the property of the Company. As such, you will not take any actions that suggest to, or encourage the policyholder to, surrender, lapse, or replace the policy or to cease premium payments. Any such activity gives us the right to terminate this AGREEMENT for cause. Such termination shall not be considered a waiver of the Company's right to seek damages arising from your conduct.
- g. **ORAL REPRESENTATIONS.** Both parties confirm that no oral promises or representations exist which are not included in this AGREEMENT.
- h. **CONTRACT RIGHTS.** Both parties recognize the rights of Independent Marketing Organizations and General Agents to all of their contracted agents, provided that such contracted agents have written new business for the Company during the six-month period immediately preceding a request to transfer the agent to another organization. If agents contracted by an Independent Marketing Organization or General Agent have written new business for the Company during the six-month period immediately preceding a request to transfer the agent to another organization, no transfer will be allowed without the prior written release by the current organization. Any debt that may exist at the time of such transfer, shall transfer with the agent, and the new organization shall bear liability for such indebtedness.
- i. **TERMINATION WITHOUT CAUSE.** Termination under this clause will not impair any contractual rights to commissions under the terms of the SCHEDULE OF COMMISSIONS. This AGREEMENT may be terminated without cause as follows:
 1. by either party giving written notice, mailed or delivered to the other party's last known address within the timeframe required by the law of your state. In the absence of any statutory requirement to the contrary, termination shall be effective upon the date of the written notice of termination,
 2. upon your failure to provide us with a current resident mailing address, whether or not required by state law,
 3. upon your failure to produce an adequate volume of business, or to maintain an in-force persistency or policy placement rate acceptable to the Company.

- j. **AUTOMATIC TERMINATION.** Termination under this clause will not impair any contractual rights to commissions under the terms of the SCHEDULE OF COMMISSIONS. This AGREEMENT will automatically be terminated as follows:
1. when you die, file for bankruptcy, or give an assignment for the benefit of creditors, if you are an individual,
 2. upon the dissolution, bankruptcy, insolvency or assignment for the benefit of creditors, if you are a partnership or corporation,
 3. upon the death of one or more partners, if you are a partnership,
 4. upon your failure to acquire or continuously maintain all licenses required by law,
 5. upon the termination of the Agent Agreement of your General Agent or Independent Marketing Organization,
- k. **TERMINATION FOR CAUSE.** This AGREEMENT may be terminated for cause as follows, if you:
1. withhold any funds, commissions, overrides or any other compensation payable that rightfully should have been transmitted to an agent of the Company,
 2. withhold any premium, receipts, documents, correspondence, or any other funds that rightfully should have been transmitted to the Company,
 3. fail to promptly return any property belonging to us when requested to do so,
 4. have a final judgment of felony conviction involving dishonesty or breach of trust, or any offense under Title 18 U.S. Code, Sec. 1033,
 5. hold a license that is revoked or suspended in any state or jurisdiction,
 6. have a required bond refused or cancelled,
 7. misrepresent any of our products or services,
 8. misrepresent or omit any material information on an application for, or reinstatement of, our policy,
 9. commit or attempt to commit fraud, against us or a policyholder,
 10. fail to comply with material terms of this AGREEMENT, or our stated rules and regulations, cause or attempt to cause employees or agents of ours to discontinue their association with us,
 11. cause or attempt to cause any policyholder of the Company to discontinue any policy, or discontinue contributions to any annuity contract, or
 12. falsify or alter material information provided to us, or fail to provide any material information to us upon request.

Upon termination for cause, you will have no further rights under this AGREEMENT to any commissions, commission overrides or other compensation otherwise payable under the terms of this AGREEMENT and the SCHEDULE OF COMMISSIONS. A termination for cause will be effective upon your conviction of a felony or any crime under Title 18 U.S. Code, Sec. 1033, or revocation of your license to sell insurance, or upon the Company sending you a written notice of termination which specifies one or more of the above reasons for termination for cause.

l. FINAL ACCOUNTING, PAYMENT OBLIGATIONS AND RECOVERY RIGHTS.

1. Upon termination of the Agent Agreement of any of your agents for cause or without cause, the entire amount of all monies due from such terminated agents, will be immediately due and payable on demand, and you will be responsible for repayment of such debt in full. Such responsibility will include the indebtedness of all agents that you receive an override on, recruit to solicit policies on behalf of the Company, or where you have guaranteed the indebtedness.
 2. Upon termination of this AGREEMENT for any reason, the entire amount of all monies due from you, and any and all of your agents, will be immediately due and payable on demand, and you are responsible for assuring that the debt is repaid in full. This does not waive the Company's right to request payment on demand of any indebtedness, at any time, that is due and payable to the Company.
 3. You have the right to recover from your agents amounts owed to you by your agents under the terms of this AGREEMENT, together with interest, all costs of collection, and attorney's fees.
- m. **NON-WAIVER.** Forbearance by either party to insist upon the performance of any provisions of this AGREEMENT, at any time, or under any circumstances, will not constitute a waiver of the right to demand performance at any future time.

5. GENERAL PROVISIONS

- a. This AGREEMENT is governed by the laws of the State of Texas. The parties hereby submit to the jurisdiction of, and waive any venue objections against, the United States District Court for the Northern District of Texas and the trial courts of the State of Texas and consent to the personal jurisdiction of such courts for purposes of this agreement. This AGREEMENT, together with the Agent/Agency Application contemporaneously submitted to the Company and the attached SCHEDULE OF COMMISSIONS and the ADDENDUM(S) applicable to this AGREEMENT, constitute the entire agreement of the parties, will be effective on the date accepted by the Company and will supersede any prior agreements, and may only be modified in writing.
- b. A writing, notice, consent and/or approval wherever required in this Agreement may be on paper or via electronic means and shall be delivered to the address last given by a Party to the other Party. Each of the Parties expressly consents to electronic notice and approval in any form received and acknowledged by a reply.

Americo's Anti-Money Laundering Training Program

All our agents that sell cash value products (or plan to sell in the future) must complete Anti-Money Laundering training every two years. Cash value products include annuities, term with cash value, whole life, and universal life products.

We offer free Anti-Money Laundering training through LIMRA. LIMRA's Anti-Money Laundering Training Program is fast and easy.

Accessing the LIMRA Anti-Money Laundering Course

- › Log onto the course at <https://aml.limra.com>. You can also link to this website by visiting www.americo.com and clicking on the special **Anti-Money Laundering** section.
- › Your **Username** is the first four letters of your last name (lowercase) combined with the last six digits of your Social Security number.
- › If this is your first time logging on to this site your **Password** is your last name (lowercase). If you have previously accessed the course please use the password you created at that time.

Please note that you will not receive a paper certificate of your completion of the course. The **Home Page** shows what percentage of the course you have completed. If your progress is less than 100%, you did not complete the entire course. When your

progress is 100%, you have completed the entire course. Please print this page for your records. You do not have to notify our office when you complete the AML Training Course. LIMRA will provide a report informing us that you have completed the course.

Should you have technical questions related to accessing the training site, navigating within the LIMRA site, or forgot your password, please contact LIMRA's customer support help line at 866.364.2380.

Any other questions can be directed to Americo Sales Support at 800.231.0801.

Training will be required every two years for all agents who sell any cash value products.

Questions and Answers About AML Training

I took AML training with another company, but it was not LIMRA training. Do I have to take the LIMRA training?

Yes. All our agents must complete LIMRA's training before selling any cash value products. Keep in mind that the training is free, quick, and easy.

I only sell Home Mortgage Series. Do I need to take AML training?

Yes. Even though Home Mortgage Series is a term product, if you sell HMS with the Cash Back Option, you are required to complete the training.

How often do I have to take the AML training?

All agents who sell cash value products are required to take Anti-Money Laundering training every other year, as long as they remain contracted with us.

What does LIMRA's AML training cover?

- › What is money laundering and what do I need to know about it?
- › How does money laundering occur in the insurance industry?
- › What are my responsibilities to prevent money laundering?
- › What are common red flags indicating the possibility that money is being laundered?

Will I be terminated if I do not complete the training?

No. If you plan on submitting any cash value business you must take the training before any business will be processed.



Confirmation of Coverage Bound 2011/2012

Named Insured: Parker & Associates, Inc.

Coverage: Insurance Professionals Errors & Omissions Related Professional Liability
(Claims-made Coverage)

Company: Underwriters at Lloyd's, London
AM Best Rating: A XV
Standard & Poor's Rating: A
Mississippi Status: Non-Admitted

Policy Term: April 11, 2011 - April 11, 2012

Policy Number: INS063525

Form: MISC/INS (01/09) – per expiring

Limits of Liability: \$ 2,000,000 Each Claim
\$ 3,000,000 Aggregate

Deductible: \$ 25,000

Retroactive Date: April 11, 2003 (for primary \$1mil / \$1mil)
April 11, 2006 (for excess limits purchased above \$1mil)

Special Terms & Conditions:

- 1) Employment Practices Liability sublimit included - \$25k (defense and indemnity)
- 2) Deductible applies to damages and claims expenses
- 3) Optional Extended Reporting Period available
- 4) A- or better insolvency - \$100k Defense Coverage
- 5) 25% Minimum earned premium
- 6) MISC/INS (1/09) A Claims-Made and Reported Form
- 7) Lloyd's Privacy Policy Statement
- 8) Nuclear Energy Liability Exclusion Endorsement
- 9) Lloyd's Cancellation Clause
- 10) Kentucky Cancellation and Non-renewal Clause
- 11) War & Terrorism Exclusion
- 12) Consequential Bodily Injury and Property Damage Endorsement
- 13) Prior Acts Endorsement – as expiring
- 14) Additional Named Insured Amendatory Endorsement – as expiring
- 15) Asbestos Exclusion Endorsement
- 16) Organic Growths Exclusion Endorsement
- 17) Inclusion of Spousal Coverage Amendatory Endorsement
- 18) Three Year Extended Reporting Period Endorsement



Additional Named Insured Listing:

Commissions Administrative Services, Inc.
Communications Administrative Services, Inc.
Diabetics Warehouse, LLC
Eagle Brokerage, Inc.
Global Advantage, Inc.
Golden Pathways, Inc.
Great American Marketing Group, Inc.
Greenway Marketing
Lead America, Inc.
Midwestern Health
One Life America, Inc.
One Source USA
Parker Marketing Inc.
PPH, LLC
Progressive Marketing Group, Inc.
Properties of Florida, LLC
Senior Marketing Group, Inc.
Senior Providers, LLC
Silvercare, Inc.
Southeastern Investment Properties, LLC
Stonewall Communications, Inc.
The Liberty Group, Inc.
Trubridge, Inc.
Trubridge Rx, Inc.

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