

## Aviva Life Contracting Instructions

Some of these forms will be used for some situations and not for others. Please follow the instructions below that pertain to your situation, and remember, "required" means that the forms must be submitted for your contract to be processed.

**Individual Contract** - a contract in which commissions are paid directly to an agent.

- Complete and sign the Independent Producer Contract Appointment Application and Agreement (Form 61010 © 7/09 Aviva)(Required). ***Please be sure to check the "Aviva Life and Annuity Company" box at the top of the form.***
- Complete and sign the Consumer Report Authorization (Form # 16254 © 10/08 Aviva)(Required)
- Complete and sign the Independent Producer Contract (Form # 16142 © 4/08 Aviva)(***All pages of this agreement are REQUIRED.***)
- Complete and sign the W-9 (Required)
- Complete and sign the Anti-Money Laundering Training Information Form (Form # 16050 10/07)(Required unless training was done through LIMRA). ***If AML Training was taken through LIMRA, please include a screen print of the info from LIMRA's website.***

**Corporate Contract** – a contract in which all commissions are paid to the corporation and the corporation distributes commissions from within.

- Complete and sign the Independent Producer Contract Appointment Application and Agreement (Form 61010 © 7/09 Aviva)(Required). ***Please be sure to check the "Aviva Life and Annuity Company" box at the top of the form.***
- Complete and sign the Consumer Report Authorization (Form # 16254 © 10/08 Aviva)(Required)
- Complete and sign the Independent Producer Contract (Form # 16142 © 4/08 Aviva)(***All pages of this agreement are REQUIRED.***)
- Complete and sign the Assignment of Commissions Agreement (Form # 61467 8/09)(Required)
- Complete and sign the W-9 (Required)
- Complete and sign the Anti-Money Laundering Training Information Form (Form # 16050 10/07)(Required unless training was done through LIMRA). ***If AML Training was taken through LIMRA, please include a screen print of the info from LIMRA's website.***

*Please forward all necessary forms to:*

**THE RECRUITING ENTITY WHO SUPPLIED  
YOU WITH THESE DOCUMENTS**



# Independent Producer Contract Appointment Application and Agreement

Check all Aviva company(ies) with which you wish to apply for an Independent Producer Contract:

- American Investors Life Insurance Company       Aviva Life and Annuity Company of New York:  
 Aviva Life and Annuity Company       General Agent     Associate General Agent     Agent

All Questions Must Be Completed. Attach a Copy of Current Insurance License(s). All sub-licensees on corporate licenses must complete the Producer Information - we will run background checks on all sub-licensees.

**INDEPENDENT PRODUCER INFORMATION:** (\*Note: Required Field)

\*Last Name: \_\_\_\_\_ \*First Name: \_\_\_\_\_ Middle Init.: \_\_\_\_\_

Former Names: \_\_\_\_\_ \*Gender:  Male  Female

\*Social Security Number: \_\_\_\_ - \_\_\_\_ - \_\_\_\_ \*Date of Birth: \_\_\_\_\_

\*Home Address: \_\_\_\_\_ \*City: \_\_\_\_\_

\*County: \_\_\_\_\_ \*State: \_\_\_\_\_ \*Zip Code: \_\_\_\_\_

\*Mailing Address (req'd. if PO Box above): \_\_\_\_\_

Residence Phone: \_\_\_\_\_ \*Business Phone: \_\_\_\_\_ \*Fax: \_\_\_\_\_

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

Complete this section only if commissions are to be paid to a corporation or subagent arrangement:

Pay to:  TIN/Corporation     Subagent/LOA/Zero Comp Arrangement

Provide Information if Business or Subagent Arrangement:

Corporation Name: \_\_\_\_\_ Tax I.D. Number: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

Names on Corporate License: \_\_\_\_\_

Corporation Address: \_\_\_\_\_

**For Aviva Life and Annuity Company of NY General Agents Only:**

Commissions Paid:  One Check to GA     Separate Checks to GA

**Office Contact Information:**

Administrative Contact: \_\_\_\_\_

Marketing Contact: \_\_\_\_\_

Software Contact: \_\_\_\_\_

**Beneficiary of your commissions in the event of death** - (separate form available upon request):

Name(s): \_\_\_\_\_ Social Sec. #: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

Address: \_\_\_\_\_

**E&O insurance is required for appointment - Do you have current coverage?** .....  Yes     No  
Attach declaration page showing proof of E&O coverage. Coverage available through Aviva if needed.

**Have you completed the required anti-money laundering training program?** .....  Yes     No  
Attach proof of completed training course (if other than LIMRA).

**Recruiter Information**

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

Recruiter Phone: \_\_\_\_\_ Recruiter Fax: \_\_\_\_\_ Recruiter #: \_\_\_\_\_



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**BACKGROUND INFORMATION: Respond to all questions for you personally and on behalf of any organization over which you have exercised or currently exercise control.** (Note: If you answer "Yes" to any question, then you must attach an explanation and related documents - e.g. orders, settlement agreements, Sec. 1033 waiver.)

- a. Have you ever applied for a contract with any of the Aviva companies?  Yes  No  
*If Yes, then list the Aviva companies and agent codes:* \_\_\_\_\_
- b. Do you have any new business pending? List Aviva company: \_\_\_\_\_  Yes  No  
 Client name: \_\_\_\_\_ State: \_\_\_\_\_ Date of App.: \_\_\_\_\_
- c. Do you hold a securities license?  Yes  No  
*If Yes, who is your broker/dealer:* \_\_\_\_\_
- d. Have you ever had your insurance license, securities license, or other fiduciary license suspended or revoked, or have you ever had an application for an insurance license denied by an insurance department?  Yes  No  
*(other than for noncompliance with continuing ed. or renewal fee requirements)*
- e. Have you ever had a complaint filed, a regulatory inquiry/ investigation, an arbitration, or been sued by an insurance department, NASD, state securities office, attorney general or any other regulatory agency?  Yes  No
- f. Has any lawsuit or claim ever been made against you, your surety company, or errors and omissions insurer arising out of your sales or practices, or, have you been refused surety bonding or E&O coverage?  Yes  No
- g. Are you presently involved in any litigation or are there unsatisfied judgments or liens (including state or federal tax liens) against you?  Yes  No
- h. Have you been charged with or pled guilty to, nolo contendere to or been found guilty of any felony or of any misdemeanor, or, are you now under indictment?  Yes  No  
*\*If you were convicted of any felony involving dishonesty or a breach of trust, then you must provide us with proof of written consent from the State Insurance Commissioner to work in the insurance business. (See 18 U.S. Code Sec. 1033).*
- i. Does any insurer, insured, or other person claim any commission chargeback or other indebtedness from you as a result of any insurance transactions or business?  Yes  No
- j. Have you ever been discharged from any employment or had an agent contract terminated for reasons other than low production?  Yes  No
- k. Have you filed for bankruptcy in the last 7 years?  Yes  No

**If you answered Yes to any questions (d) through (k), please attach an explanation and documentation for each. Note: You are required to report any adverse action that may be taken against you in regards to Questions (d) through (k) to the Company's Legal Department within 5 days of such change.**

**AUTHORIZATION AGREEMENT FOR AUTOMATIC DEPOSIT (ATTACH VOIDED CHECK).** I hereby authorize the Aviva companies listed above and the financial institution named below to initiate credit entries to my account and to reverse any entries made in error. I understand that the company will give me prior notice of any such reversal. This authorization will remain in full force and effect until the Aviva companies above have written notice from me of its termination in such time and in such manner as to afford the Aviva companies a reasonable opportunity to act on it. *Note: commissions are only paid by electronic funds transfer (EFT) unless we agree otherwise. The Bank requires that the depositor's name to be the same as the licensed agent. Fill in your Account Info below.*

\*Depositor Name: \_\_\_\_\_  
 \*ABA Routing/Transit#: \_\_\_\_\_ \*Acct. #: \_\_\_\_\_  
 \*Name of Financial Institution: \_\_\_\_\_

**INDEPENDENT PRODUCER AGREEMENT:** By my signature below, I acknowledge that I have read the attached copy of the Independent Producer Contract and I understand this Application will form and become a part of my Contract. I agree to be bound by all of the terms and conditions of the attached Contract including any schedules, supplements, and amendments. I agree that, if appointed, any misrepresentation of facts herein provided will be grounds for termination of the Contract for cause at the sole discretion of the Aviva companies. I am not appointed to represent the Aviva companies listed above until and unless this Application is accepted by the companies and I am notified of such acceptance by Aviva's confirmation letter. Upon acceptance of my application, the Contract shall consist of this Application, the Independent Producer Contract attached hereto, and any changes thereto the Aviva companies make from time to time, as posted on the agent website or as Aviva may notify me in writing. I represent and warrant that all information and answers to questions are true and complete.

Independent Producer Signature: \_\_\_\_\_ Date: \_\_\_\_\_





- American Investors Life Insurance Company
- Aviva Life and Annuity Company
- Aviva Life and Annuity Company of New York

# Consumer Report Authorization

## Authorization and Release for Use of Consumer Reports

In making this application for a Producer's Contract, I understand that a credit report and consumer investigation may be prepared. I understand that such reports may be prepared whereby information about me is obtained through personal interviews with neighbors, friends, or others with whom I am acquainted. These reports include information as to my character, reputation, personal characteristics, and mode of living. I understand that I have the right to make a written request within a reasonable period of time to receive additional detailed information about the nature and scope of any investigation performed in preparing such reports. I understand that the Company may disclose to upline agent(s) and/or recruiter(s) any reports referred to in this Authorization, including any information obtained in the future on my sales or other activities and including any information relating to any termination of my contract with the Company and I authorize the Company to disclose any such information. The Vector Insurance network will be checked for any reported outstanding producer debt with previous employers. I hereby authorize all of the Aviva insurance companies checked above (the "Company") to procure a credit report and/or consumer investigative report, and release the Company from all liability in connection from procuring and using such reports. This authorization and release, in original or copy, shall be valid for this and any other reports or updates.

## For California, Minnesota, and Oklahoma Residents Only

Pursuant to the laws and regulations of the states of California, Minnesota, and Oklahoma, you are hereby notified that a consumer credit report will be obtained through:

First Advantage PO Box 3367 Seminole, FL 33775	Business Information Group PO Box 541 Southampton, PA 18966	Vector One PO Box 12368 Scottsdale, AZ 85267-2368	NAIC 2301 McGee Street, Suite 800 Kansas City, MO 64108-2662
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in connection with this application. The Vector Insurance Network will be checked for any reported outstanding debt with previous employers. Please indicate below whether or not you wish to receive at no charge to you a copy of these reports.  Yes  No

I also authorize the above checked Aviva insurance companies to share with any of the Aviva insurance companies with which I may contract now or in the future any credit reports and consumer investigation reports that may be obtained. I also authorize the Aviva insurance companies checked above to continually obtain credit reports and consumer investigation reports in the future without prior approval by me and without notice by the Company for as long as I may be contracted with the Company.

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

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

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

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





# Independent Producer Contract

Producer: \_\_\_\_\_ Contract Date: \_\_\_\_\_

This Contract is made between the Aviva Company affiliate(s) listed on your Producer Contract Application for which you applied and its predecessors, successors and/or assigns ("we" and "us") and the person, firm or corporation named above.

## 1. Appointment

We hereby appoint you to act as our independent producer, subject to the terms and conditions stated below, to procure applications for the insurance products described in the attached addendums. You are authorized to solicit only those insurance products where the products have been approved for sale by the respective state insurance authority and you have been properly licensed. You agree to comply with all applicable governmental statutes, regulations, rules, regulatory opinions, decisions and other laws in conducting insurance business, and with our rules, policies, guidelines, operating procedures, etc. that we publish from time to time. You agree to make reasonable efforts to determine the insurable needs and/or financial objectives of the customer based upon relevant information obtained from the customer and enter into transactions that assist the customer in meeting their insurable needs and/or financial objectives including, but not limited to, conducting an insurance suitability analysis as may be required by law or Company practice. You may not apply as an owner of any insurance policy on the life of a prospective customer, nor list yourself as beneficiary of any such policy, unless you have a legitimate insurable interest in the life of the proposed insured as determined by appropriate law and by us. You may not make any representations, promises or warrants regarding product benefits or values not specifically stated in the insurance contract. This includes any statements that insurance current contract dividends or interest, or any contract values based on current dividends or interest, are guaranteed. This also includes any statements regarding the future projected values of any insurance product. You agree to notify us upon receipt of any customer complaint you or any of your sub-producers receive concerning you or any of your sub-producers, or us or any of our products in accordance with any complaint handling policy, procedure or guideline as we may publish from time to time. You also agree to give your full and complete cooperation in responding to any customer complaint or inquiry and will promptly respond, in writing, if and when we so request. You may not give any legal, investment or tax advice on our behalf unless licensed to do so.

## 2. Independent Contractor

You are our independent contractor. Nothing contained in this Contract may be construed to create an employer-employee relationship between you and us. You are free to exercise independent judgment as to the time, place and manner you may perform the acts you are authorized to perform under this contract; but from time to time we may set forth certain rules, policies, guidelines and operating procedures with respect to the conduct of business by which you must abide. You have no authority, express or implied, to act in any manner or by any means for or on behalf of us in any capacity other than that of an independent contractor, and you have no authority to act in any manner except as herein expressly set forth. No authority may be implied from the authority expressly granted herein. All applications for insurance contracts must be acceptable to us in our sole discretion and our right of acceptance or rejection is absolute and unrestricted. For commissions paid on all premiums, you are an independent contractor and are responsible for withholding and reporting any and all taxes, such as federal, FICA, state withholding and any local self-employment taxes on your commissions.

## 3. Authority over Producers

You have authority to recruit and recommend to us individuals to be appointed as our producers. No recommendation or application for appointment or contract will be effective until approved by us at our home office. You may designate producers on whose production you are to receive compensation from us, in a form that is acceptable to us. You are responsible for the activities of any such producers on whose production you are entitled to receive and/or have received compensation from us (referred to as "your producers"). You are responsible for providing proper and adequate supervision and training of your producers, and for such producers' compliance with the terms and conditions of their contracts with us and with all applicable governmental statutes, regulations, rules, regulatory opinions, decisions and other laws in conducting insurance business, and with our rules, policies, guidelines, operating procedures, etc. that we publish from time to time. You are responsible for all tax reporting that may be required with respect to your producers, including any withholding and reporting such as federal, FICA, state withholding and any local self-employment taxes.

## 4. Company's Exclusive Authority

Only we have the authority to change any of the terms, rates or conditions of our contracts or policies. You, on your own behalf or on behalf of your producers, have no authority personally or on our behalf to make, modify or waive any of the terms



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or conditions of any insurance contract; to bind us by making any promise or by accepting any representation or information not contained in an application for an insurance contract; or to incur any obligation or liability for which we shall be responsible. We may at our discretion:

- a. Modify or amend any insurance contract;
- b. Set maximum and minimum limits on the amount for which any insurance contract may be issued;
- c. Modify the conditions under which any insurance contract may be sold;
- d. Discontinue or withdraw any insurance contract from your state(s);
- e. Cease doing business in your state(s);
- f. Establish rules governing the commissions to be paid on any insurance contract which has been reinstated, converted or has replaced an existing insurance contract;
- g. Determine the amount of commissions to be paid on insurance contracts not enumerated herein;
- h. Make charges for rejected, undelivered or reissued insurance contracts;
- i. Audit the sales and marketing business practices of you or any of your producers, which may include onsite audits.

## **5. License**

Subject to rules we may establish from time to time, we may pay license appointment fees required by the state in which you have your principal place of business.

## **6. Receiving Premiums**

You have the authority to collect the first premium only and shall promptly remit that premium to us. We do not accept premium payments collected in the form of cash, money order, traveler's checks, third-party checks or "blank" (counter) checks. You may not commingle policyowner premiums with your personal funds or with your agency funds, and premium payments may not be remitted from personal or agency accounts (except on policies you personally own or except as specifically otherwise agreed in advance in writing). All monies received by you for or on behalf of us must be made payable to us, and you are not authorized to endorse or cash checks, drafts, money orders or financial instruments made payable to us. With respect to an application for a life insurance contract, if you collect an initial premium payment at the time of application you are to provide a completed Conditional Receipt Agreement to the customer with a copy to us along with the premium payment.

## **7. Advertising**

You are responsible for knowing all laws, regulations and standards relating to the marketing and sale of insurance contracts in all states where you are licensed and/or conducting business.

Any sales promotion, sales material or other advertising material you use in connection with the solicitation and/or sale of our products must be submitted to us for our prior written approval of each specific item, pursuant to our published Advertising Guidelines.

## **8. Delivery of Policies**

Insurance contracts must be delivered promptly and those not delivered within our required, published delivery period must be returned to us promptly.

## **9. Return of Premiums/Chargebacks**

We may reject, decline, cancel, or modify applications for insurance contracts for any reason and at our sole discretion, and we may return the premium or any portion thereof to the customer. You are not be entitled to commissions with respect to any such insurance contract, and any such compensation paid to you will become an indebtedness of yours. Furthermore, you are not entitled to any compensation with respect to any such contracts or applications that are rescinded, declined or cancelled by us for any reason and you will immediately refund to us any such compensation upon our written demand. You will immediately refund to us any such compensation on insurance contracts which are rejected, cancelled, rescinded, not taken, or modified, or on returned premiums. With respect to insurance contracts which are refunded within the "free look" period, we will chargeback to you the entire commission paid on such insurance contract. You will return to us within five (5) days of written demand the applicable portion (or all) of any such commissions due to us with respect to this paragraph.

## **10. Other Company Policies, Procedures and Guidelines**

You are responsible for reviewing, understanding and complying with all of our policies, procedures and guidelines which we publish from time to time, which are located on our producer extranet website. You acknowledge and agree to review these policies, procedures and guidelines upon confirmation of your appointment with us and to review them periodically throughout the term of your appointment. You will abide by, and will ensure that all of your sub-producers abide by all such policies, procedures and guidelines that we may establish from time to time, including, without limitation, our Premium Finance Guidelines, our Market Conduct and Compliance Practices and the requirements of federal and state law or regulation. You acknowledge and agree that all such policies, procedures and guidelines may be revised or discontinued by us at any time and from time to time, in our sole discretion and without prior notice to you.



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You are required to maintain Errors and Omissions (E & O) insurance coverage at all times with policy limits of at least \$1,000,000 per claim/\$1,000,000 annual aggregate, or such other limits as we may require from time to time. You must provide us with satisfactory evidence of such E & O coverage as we may reasonably request from time to time, but at a minimum annually. You must provide us with notification within ten (10) days of any cancellation, change of policy provisions or carrier, or other termination of such E & O coverage. Failure to maintain said E & O coverage may result in your suspension or termination of your contract.

### **11. Privacy of Customer Information**

We may from time to time provide you with certain non-public personal financial and health information on our customers for the purpose of performing services for us or functions on our behalf. You are expressly prohibited from disclosing or using a customer's non-public personal financial and health information other than to carry out the purposes for which we disclosed the information. Subject to applicable state or federal law provisions, such purposes include the joint marketing and/or marketing services of our products in the ordinary course of our business to carry out the joint marketing and/or marketing services of our products. You will keep all information strictly confidential. You will comply with all federal and state requirements regarding the disclosure of medical information, including but not limited to the provisions of HIPAA. You will maintain adequate privacy systems and safeguards to protect the confidentiality of such customer information, consistent with current law.

### **12. Contract Non-Assignable**

Any assignment or pledge of your commissions under this Contract must have our prior written consent, and is subject to our prior security interest and right of offset. All other rights under this Contract are personal to you and may not be transferred or assigned by you.

### **13. Compensation**

Compensation, fees and bonuses, if any, will be paid in accordance with the commission schedule provided to you, as modified from time to time, for production by you or your producers. Amounts payable to you on sales by your producers will be reduced by the amount payable to such producer(s), so that you will receive only the override on such sales. We reserve the right to revise the Commission and/or Service Fee rate levels set forth in the commission schedule at any time and from time to time, at our sole discretion. You must obtain your commission statements and production reports by accessing our producer extranet website. If commissions are payable to you by an upline producer under a "zero comp" or "license only" arrangement, you agree that we have no obligation to pay any compensation directly to you and you agree to indemnify and hold us harmless from all losses and expenses, including attorneys fees, resulting from any claim by you for such compensation, notwithstanding anything contained herein to the contrary.

We may amend from time to time the terms and conditions for payment of Compensation as set forth on any supplement. We will give you written notice of any such amendment. No amendment will reduce the Compensation paid to you on business sold by you or your producers prior to the effective date of the amendment. To the extent you are required by any state or federal law to disclose to a consumer your compensation earned, you will abide by any and all such requirements in a timely manner. You must not engage in any type of compensation rebating unless permitted by applicable law and not prohibited by company practice.

No compensation or other fees will be paid on premiums waived under the provisions of any policy procured by you or any of your sub-producers.

### **14. Indemnity and Indebtedness/Right of Set-Off**

You agree to indemnify and hold us harmless for any losses, claims, liabilities, lawsuits, costs or expenses we incur (including attorneys' fees and costs) as a result of any acts or omissions by you or your producers. This indemnity and hold harmless will extend to any debt you or your producers incur (including the costs of collection and attorneys fees). You agree to pay any debit balance owed to us when due, and any debit balance(s) of your producers remaining after completion of any debt collection we may undertake.

You grant to us a first priority security interest in all compensation payable to you to the extent of any indebtedness or other obligation you or your producers owe to us, and we will have the right of offset against any such compensation or any other monies paid or owed to you. Any amount not fully paid within thirty (30) days of demand will bear interest at the rate of 6.75% per year, as amended from time to time upon notice to you by us. This right of set-off will also apply to any compensation payable to you after termination of this contract.

### **15. Termination**

This Contract may be terminated with or without cause by either you or us immediately upon written notice to the last known address of the other party. This Contract is terminated automatically without cause upon your death if it is an individually signed (non-corporate) contract, or if you are a partnership, LLC or corporation, upon any event legally or contractually causing the dissolution of that entity. We may terminate this Contract "for cause" immediately upon written notice to your last known address. "For Cause" shall include, but not be limited to, the following:



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- a) you withhold, embezzle or misappropriate any money or other property belonging to us, to a policyowner or to an insured;
- b) you subject us to a liability;
- c) you fail to comply with the laws, rules or regulations of any federal, state or other governmental agency or body having jurisdiction over you or us, or with our rules and operating procedures, including without limitation those rules and procedures set forth in our Compliance Guide and our OFAC and AML policies and procedures;
- d) you commit a material breach of this Contract;
- e) you commit any fraud or material misrepresentation of fact including but not limited to misrepresentation of any fact on the Application for Contract;
- f) you fail to pay any indebtedness to us upon demand;
- g) you are, or have ever been, convicted of or plead guilty or nolo contendere ("no contest") to any felony or to any crime involving dishonesty, breach of trust, or violation of any federal law;
- h) you are not a duly licensed insurance agent;
- i) you engage directly or indirectly in rebating of commissions payable or paid in connection with the purchase of insurance contracts; or
- j) you engage in any effort to systematically replace the policies or contracts written with us by you or your producers.

Upon termination for cause, no further compensation will be payable hereunder. Except as otherwise provided, first year and renewal commissions will be fully vested as premiums are applied. Upon termination with or without cause, no further service fee commissions or performance and persistency bonus payments, if any, will be payable, and supplies and all other property and materials, including marketing materials and company business cards, furnished by us will be returned to us within ten (10) days. In addition, any bonus plan and finance plan payments, if any, will cease upon any termination of this contract, unless agreed to otherwise by us in writing.

Following termination with or without cause, we may withhold any compensation or other monies payable to you for a period not to exceed 365 days.

## 16. Suspension

We retain the right, with or without prior notice, to place you and/or any of your sub-producers on suspension and/or suspend the processing of any submitted insurance or annuity applications as a result of (i) any suspected or alleged misconduct; (ii) any violation, breach, suspected violation or suspected breach of any provision hereof; or (iii) any complaint issued or disciplinary action taken, by any state or federal insurance agency or department, the National Association of Securities Dealers, or any other governmental or quasi-governmental entity. During the period of suspension, suspended agents may not take any action to solicit or procure applications for our products, directly or through agents, brokers or employees. Furthermore, during the period of suspension, suspended agents will not be entitled to qualify for any reward, incentive or other promotional programs including, but not limited to, conference credits, previously awarded to them or awarded during the period of suspension. The period of suspension will not exceed three (3) months or such longer period as we may deem appropriate for the investigation of such violation or suspected violation. We reserve the right to terminate you or any of your sub-producers at any time during the period of suspension and the duration of the suspension will count towards any requirement that you or your sub-producer receive notice of termination, including the notice requirements set forth in Section 15 above.

## 17. Arbitration

You and we agree that any disputes arising out of or relating to this Contract will be arbitrated in accordance with the Rules of the American Arbitration Association and the Federal Arbitration Act. Arbitration may not be initiated unless the party requesting arbitration has given the other party at least 30 days prior written notice of its intent to initiate arbitration and a detailed description of the basis of the dispute. A single arbitrator (or, in any matter in which the amount in controversy exceeds \$100,000, a panel of three arbitrators) shall interpret this Contract in accordance with Iowa law and shall conduct proceedings in accordance with the Federal Rules of Civil Procedure. Any punitive damages awarded by the arbitrator(s) shall not exceed two times compensatory damages awarded. Any award of the arbitrator shall be deemed final and judgment upon such award may be entered and enforced in any Iowa District Court and transferred to any other jurisdiction. Such arbitration will be held in Des Moines, Iowa.

## 18. Non Interference

**As a condition of, and material inducement to the consideration set forth herein,** you agree you will not, for a period of two (2) years following termination of this Contract, directly, indirectly, or through others, induce or urge any policyowner, after termination of this Contract, to lapse, exchange, surrender or otherwise terminate any policy, or induce or urge any employee or member of our field force to terminate any relationship with us. In the event this provision is violated and without limitation of our other remedies, all your rights to Compensation under this Contract will immediately cease and you will be liable for any damages we suffer. You further agree that money damages for your breach of this provision will be inadequate and that we are also entitled to seek injunctive relief to prevent further breaches of this provision. We may seek that injunctive relief, coupled with any claim by us for damages, in any state or federal district court in Des Moines, Iowa, and you agree that



those courts have personal jurisdiction over you for the purpose of such actions, which shall not be subject to the Arbitration provisions of this Contract.

**19. Contract Binding on Principals**

In the event that you are contracting with us as a corporation, partnership, LP, LLC., or other business entity, it is further agreed and guaranteed by the principals of said business entity that all terms and conditions of this Contract shall be binding on them severally and jointly in the same manner as upon the entity named as the producer.

**20. Consent to Electronic Agreement & Notice**

In the event that you enter into this Contract by electronic means through our website, you hereby agree and consent that this Contract shall be legally binding upon your estate, heirs, executors, administrators, personal representatives, successors and assigns. You hereby waive any and all defenses that this Contract was not in writing or properly executed as may be required by the Statute of Frauds or any other similar law, rule or regulation. You hereby agree that we fulfill our obligation to deliver to you any document, statement, notice, or other communication if sent via electronic delivery. Documents sent by electronic delivery will contain all the information as it appears in the printed hardcopy version as prepared and distributed by the originator, with the possible exception of graphic insertions such as photographs or logotypes. Electronic delivery may be in the form of an email, an electronic mail attachment, or in the form of an available download from our website. You represent that you will download the relevant document promptly after receiving notice of its availability. Should you experience any difficulty opening a document electronically delivered by us, you will promptly advise us in order to allow us to make the required delivery by other means. Failure to advise us of such difficulty within forty-eight hours after delivery shall serve as an affirmation that you were able to receive and open said document.

**21. Entire Agreement**

Except for compensation payable with respect to business sold under any previous contract between you and us, this Contract supersedes any previous agreements between you and us. This Contract sets forth the entire agreement between you and us and may not be altered or modified except in a writing signed by you and our authorized officer. Notwithstanding the foregoing, we reserve the right to amend this Contract at any time, effective on a prospective basis only. Such amendment will be effective at such time as we display new Contract provisions at our agent website or when we notify you of such changes. Your continuation of the relationship created hereby will be deemed to be your acceptance of such changes. You may request the most current edition of this Contract by calling or writing us.

Except for our right to amend this Contract from time to time as stated above, for purposes of providing notices required or permitted by this Contract, waiving any right under this Contract, or amending any term of this Contract and notwithstanding any law recognizing electronic signatures or records, "a writing signed," "in writing" and words of similar meaning, shall mean only a writing in a tangible form bearing an actual "wet" signature in ink manually applied by the person authorized by the respective party, unless both parties agree otherwise by making a specific reference to this section.

No forbearance or neglect by us to enforce any term, condition, or provision of this Contract shall be construed as a waiver of any of its rights or privileges hereunder or affect its rights arising from any default or failure of performance by you. You agree that a declaration of invalidity or unenforceability of any particular provision or provisions of this Contract will not in any manner affect any other provision and that you will comply fully with all remaining provisions contained herein.

The provisions of any supplemental addendums, amendments or schedules attached hereto, including the Producer Contract Application signed by you and attached hereto, are incorporated in this Contract in their entirety by this reference, as if fully set forth herein.

This Contract shall be governed by the laws of the State of Iowa, without regard to principles of conflicts of law. In addition, the parties to this Contract agree that the District Court of Polk County, Iowa shall have exclusive jurisdiction over any and all disputes which may arise with respect to this Contract, consent to such jurisdiction, and agree that proper venue exists therein. This Contract is executed below and upon our approval of the attached Application for Contract.

/s/ \_\_\_\_\_  
COMPANY OFFICER NAME AND TITLE

/s/ \_\_\_\_\_  
Producer name and signature





**Aviva Life and Annuity Company**  
 P.O. Box 1555  
 Des Moines, IA 50306-1555  
 800-800-9882  
 www.avivausa.com

**American Investors Life Insurance Company**  
 555 S. Kansas Ave.  
 Topeka, KS 66601-2039  
 800-255-2405  
 www.avivausa.com

# Assignment of Commissions Agreement

Please check appropriate company. One box must be checked.

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

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

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

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

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

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

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

Name: \_\_\_\_\_  
 Assignor (Agent Signature)

Assignee (Company Receiving)  
 Assignee's Tax ID No. \_\_\_\_\_

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

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

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

Aviva Life and Annuity Company/American Investors Life  
 By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_



Available from Aviva Life and Annuity...

# Weekly Commissions via Electronic Funds Transfer

It's convenient.

It's simple.

It's money in the bank.

## SIGN UP NOW TO HAVE YOUR COMMISSIONS DIRECT-DEPOSITED WEEKLY\*

- Commission cycle cut-off is close of business Fridays and the last day of the month.
- Funds released to your financial institution two working days after cut-off (excluding bank holidays). Please check with your individual financial institution for availability.
- **To sign up, complete the Authorization Agreement and sign at the bottom of the page. Then fax this page, along with a voided check or copy of a voided check to 888-329-1329, Agency Services, Attention: Licensing & Contracting.**

### AUTHORIZATION AGREEMENT FOR AUTOMATIC DEPOSIT

(ATTACH VOIDED CHECK, or a copy of a voided check)

I hereby authorize Aviva Life and Annuity Company and the financial institution named below to initiate credit to my account (this includes my authorization to you to reverse any entries made in error).

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

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

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

Name: \_\_\_\_\_  
(please print)

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

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

Agent Code: \_\_\_\_\_



Aviva Life and Annuity Company  
www.avivausa.com

# Substitute Form W-9

## IMPORTANT TAX DOCUMENT Request for Taxpayer Identification Number and Certification

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

Requester's name and address (optional)

**AVIVA**  
611 5th Ave.  
Des Moines, IA 50309-1603

Please list all account number(s) here if known

For Office Use only

**Please print name and address below if different from the one printed on this form.**

Name (as shown on your income tax return)

Business name, if different from above

Address (number, street, and apt. or suite no.)

City, state, and ZIP code

Check appropriate box:  Individual/  
Sole proprietor  Corporation  
 Partnership  Other ▶ .....  Exempt from  
backup withholding

### Part I Taxpayer Identification Number (TIN)

If you are not sure of what number you are to provide in this section, refer to the IRS instructions for form W9, which can be obtained from the IRS or your tax advisor.

Enter your TIN in the appropriate box. The TIN provided must match the name given above to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, you may need to refer to IRS instructions for form W9, as noted above. For other entities, it is your employer identification number (EIN). If you do not have a number, contact the IRS or your tax advisor.

Social security number								

or

Employer identification number								

**Note.** If the account is in more than one name, refer to IRS instructions for form W9, as noted above 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 IRS instructions for form W9, which can be obtained from the IRS or your tax advisor)

**Sign  
Here**

Signature of  
U.S. person ▶

Date ▶

### Purpose of Form

Please be advised that we must provide information to the IRS regarding payments made to you during the year. In order for us to report the required information to the IRS, we need your Taxpayer Information Number (TIN). This is a Substitute Form W-9, the form we use to obtain TINs from our Policy Owners.

Please complete this W-9 form by filling in your name, your business's name (if required), your address, and your social security number or employer identification number in the appropriate spaces, if different from the pre-printed information. Also, please check the appropriate box to indicate your business's operating form. If you are a sole proprietor (i.e., if your business is not incorporated) you must provide your name as well as your business's name. If you are an LLC, please note that in the "Other" category. Please sign and date the form as well.

Please note, if you do not furnish us with the correct TIN, the IRS may subject you to a \$50 penalty as well as backup **withholding at the rate of 28% on any future payments we make to you.**

Please return the form to us at our address noted above within two weeks of receiving this form.

**DO NOT SEND THE COMPLETED FORM TO THE IRS.**

Thank you.

**Return form to:**  
Agency Services  
Aviva  
611 Fifth Avenue  
Des Moines, IA 50309  
Fax: 1-800-875-0223



## Anti-Money Laundering Training Information Form

**\*\*DO NOT COMPLETE THIS FORM IF YOU COMPLETED LIMRA TRAINING WITH AVIVA OR ANOTHER CARRIER\*\***

### AGENTS: COMPLETE SECTIONS ONE THROUGH THREE ONLY

#### SECTION ONE: AGENT INFORMATION

Agent's Name \_\_\_\_\_

Agent's Number \_\_\_\_\_ Social Security Number \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone Number (daytime) \_\_\_\_\_ (evening) \_\_\_\_\_

#### SECTION TWO: TRAINING INFORMATION

Title of training program \_\_\_\_\_

Date training program completed \_\_\_\_\_

#### **Training was delivered by: (Check all that apply)**

Vendor: (Please specify full name and contact information. Attach certificate and outline of training program, if available)

Insurance company: (Please specify full name and contact information. Attach certificate and outline of training program, if available)

Broker Dealer: (Please specify full name and contact information. Attach certificate and outline of training program, if available)

Bank: (Please specify full name and contact information. Attach certificate and outline of training program, if available)

Other: (Please specify full name and contact information. Attach certificate and outline of training program)

#### SECTION THREE: AGENT AFFIRMATION OF ANTI-MONEY LAUNDERING TRAINING PROGRAM COMPLETION

I am a duly licensed insurance agent and affirm that I have completed the above-referenced training program, which to the best of my knowledge satisfies requirements imposed on insurance companies by regulations issued under USA PATRIOT Act Section 352 (US 31 CFR 103.137). I acknowledge that AVIVA retains the right to review and approve the training program and its curriculum before accepting this certification. I affirm (i) that I have read and understand the AVIVA Producer's Guide to Anti-Money Laundering for Insurance Agents and (ii) that I am knowledgeable about my obligations under the regulation.

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

#### FOR HOME OFFICE USE ONLY:

#### SECTION FOUR: ATTACH A CERTIFICATE DOCUMENTING THE CONTENTS OF THE TRAINING PROGRAM OR COMPLETE AND EXECUTE THE ITEMS BELOW (Check all that apply).

Training program covers the ACLI Core Elements for an AML Course

Training program is in compliance with regulations issued under USA PATRIOT Act Section 352 (US 31 CFR 103.137 and/or NASD Rule 3011)

I affirm that the above referenced agent completed the above reference training program and that the program either covers the ACLI Core Elements and/or is in compliance with regulations issued under USA PATRIOT Act Section 352 (US 31 CFR 103.137 and/or NASD Rule 3011).

Entity Delivering Training \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Phone Number \_\_\_\_\_

**FOR INTERNAL USE ONLY -- THIS FORM IS NOT A TRAINING CERTIFICATE**



## **Instructions for Anti-Money Laundering Training Information Form**

Effective May 2, 2006, Aviva is required to establish and maintain Anti-Money Laundering programs for covered products, in accordance with USA PATRIOT Act Section 352 (US 31 CFR 103.137). Agents and brokers appointed to sell our products must be integrated into our program and receive anti-money laundering training. This form was developed to provide you with a convenient means to verify that you have completed anti-money laundering training *other than LIMRA*. *The purpose of this form is for data collection only and should not be used as a training certificate.*

**AGENT OR BROKER: YOU SHOULD COMPLETE SECTIONS ONE AND TWO AND EXECUTE THE AFFIRMATION IN SECTION THREE. *IF YOUR TRAINING WAS PROVIDED BY LIMRA WITH AVIVA OR ANOTHER CARRIER, DO NOT COMPLETE THIS FORM.* If your training was provided by a vendor, insurance company, broker-dealer or bank: please provide a certificate and an outline of the training program (if available). Aviva will contact that entity to certify completion of the training and to execute SECTION FOUR.**

### **SECTION ONE – AGENT INFORMATION**

Please complete this section in its entirety. Make sure that you include at least one telephone number where you can be contacted to verify the information you have submitted.

### **SECTION TWO - TRAINING INFORMATION**

Please provide the name of the training program, the date you completed it, the name and contact information of the entity providing the training, including a contact person. If you received training from an entity other than a vendor, insurance company, broker-dealer, or bank, you must attach a certification and an outline of the training program.

### **SECTION THREE – AGENT AFFIRMATION**

You must complete and sign this form before you submit it as proof that you have completed training.

### **SECTION FOUR – TRAINING PROGRAM CONTENT AND AFFIRMATION (*THIS SECTION IS FOR HOME OFFICE USE ONLY*)**

If the training was delivered by an insurance company, bank, or broker-dealer, Aviva will contact that entity to certify completion of the training and complete SECTION FOUR, certifying that the training program covers the ACLI's "Recommended Core Elements for an AML Training Program for Life Insurance Agents and Brokers" and/or that the training program is in Compliance with regulations issued under the USA PATRIOT Act.

The ACLI Core Elements are posted on the internet at the following site:

<http://www.acli.com/ACLI/Issues+nonmembers/AML+Resources%3a+Integrating+Agents+and+Brokers.htm>

*This form will not be considered proof of training until the entity providing the training has verified training completion and has executed this affirmation.*

Insurance companies, broker-dealers and banks are subject to AML requirements imposed by regulations issued under Section 352 of the USA PATRIOT Act (31 CFR 103.137 and/or NASD Rule 3011). If your training was provided by a vendor or an entity not subject to these regulations, Aviva will verify the content of the training.

### **Contact Information**

If you have any questions, please speak with your agency manager.

***FOR INTERNAL USE ONLY -- THIS FORM IS NOT A TRAINING CERTIFICATE***

## Company Rules on Anti-Money Laundering

Aviva does not support, and will not knowingly assist in any activity that facilitates money laundering or funding of terrorist or criminal activities.

Agents play an important role in our anti-money laundering program. Regulations require that Aviva and our distribution force collaborate in preventing money laundering by detecting and reporting suspicious transactions.

Please be advised that pursuant to contractual obligations with the Company, marketing organizations and agents are required to conform to all applicable federal, state, and local laws in conducting business as well as Company rules and regulations. All marketing organizations and agents must also comply with the Company's anti-money laundering procedures which include:

- The collection of customer information to detect and report suspicious transactions;
- The verification of the identity of the customer;
- The communication of suspicious activity to Aviva;
- The training of agents; and
- Cooperation with testing of the anti-money laundering program.

**The Anti-Money Laundering Compliance Officer has the sole responsibility for responding to any inquiry regarding the subject matter of any suspicious activity report (SAR). An agent or broker must not, under any circumstances, disclose the fact that a SAR has been filed or considered, or the contents of a SAR, to the subject of a SAR or to any third party.**

Aviva and its producers share an important responsibility to comply with Aviva's anti-money laundering program and all applicable anti-money laundering laws. The Anti-Money Laundering Compliance Officer is responsible for auditing compliance to the program. **A failure to do so will constitute grounds for discipline up to and including termination of appointment to sell Aviva products. In addition, violation of anti-money laundering laws may expose those responsible to substantial penalties and legal action under federal law.**

Please refer to the [Producer Guide to Anti-Money Laundering](#) located on our website, [www.avivausa.com/agents](http://www.avivausa.com/agents) for further information on agent obligations under our anti-money laundering rules.

Maureen Closson has been appointed as the Aviva Anti-Money Laundering Compliance Officer. She or her designee is responsible for monitoring agent compliance with these procedures. However, administration of agent AML requirements is the responsibility of Sheila Sandy or her designee.

Sheila Sandy  
Vice President-Agency Admin  
sheila.sandy@avivausa.com  
Aviva USA  
611 5th Avenue  
Des Moines IA 50309  
**CONFIDENTIAL**  
(515) 242-4624

Maureen Closson  
SVP and Chief Compliance Officer  
maureen.closson@avivausa.com  
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Des Moines, IA 50309  
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(515) 241 - 3199