

Legacy Marketing Group

Americo Producer Contracting & Appointment Request Form

All agents must have a valid Legacy contract to access the Americo Financial Life and Annuity Insurance Company (Americo) products and must submit this completed request form, along with the items noted below. Please refer to the Americo Contracting Guidelines eligibility requirements included in this packet prior to submission.

The hierarchy and contract type (individual or corporate) for your Legacy contract must match your Americo contract request. Americo does not allow dual contracting under multiple IMOs.

Legacy Producer # _____ Legacy Agency # _____

Business submitted: ☐ No ☐ Yes – State _____ Client Name _____ App Date _____

Producer Name: _____ SSN: _____

Corporate Name: _____ TIN: _____

To be contracted and/or appointed with Americo, you must submit:

- ☐ Americo Producer Contracting Packet – Only current version will be accepted by carrier
- ☐ E&O Certificate of at least \$1 million in liability limits covering Fixed Indexed Annuities.
Americo contracting will not be processed by the carrier until this requirement is met.
- ☐ Proof of Anti-Money Laundering (AML) training completed through an approved provider within the past two years. Only the following are Americo approved providers: LIMRA, QuestCE, RegEd, and WebCE.
- ☐ Proof of CE for Annuity Suitability, if required by the appointment state.

Americo does not allow solicitation prior to appointment in Alabama, Georgia, Kentucky, Louisiana, Montana, Ohio, Pennsylvania, Washington, or Wisconsin. *Subject to change without notice*

No Americo business can be solicited (applications dated) prior to the date Americo contract effective date regardless of state.

Non-resident appointment fees for Americo, both initial and renewal, will be debited through your Legacy commissions.

Please refer to the State Approval Matrix for current product availability. Product specific training **MUST** be completed **prior** to the solicitation of business. Information regarding both product availability and current training requirements available on Legacynet – (www.legacynet.com)

**Send completed Appointment Request & Contracting Paperwork to Legacy either –
Via Email – LegacyContracting@legacynet.com or Fax at (800) 211-5641**

For Americo product questions, please call (800) 395-1053 ext. 4002

AGENT/AGENCY/INDEPENDENT MARKETING ORGANIZATION AGREEMENT WITH AMERICO FINANCIAL LIFE AND ANNUITY INSURANCE COMPANY

1. COMPANY-REPRESENTATIVE RELATIONSHIP

This Agent/Agency/Independent Marketing Organization ("IMO") agreement ("Agreement") is entered into between Americo Financial Life and Annuity Insurance Company (the "Company", "we" or "our"), and the applicant identified on the signature line below. Additional companies affiliated with the Company ("Company Affiliates", together with Americo, "Companies") may be designated as additional parties to this Agreement from time to time at the sole discretion of the Company. If an additional Company Affiliate is added as an additional party hereto by the Company and provided that you have been appointed by that Company Affiliate as its agent/broker as provided herein, you will be notified of such addition and that Company Affiliate will be added to this Agreement automatically without the need for any additional signatures thereon and you will be subject to all of the same terms of this Agreement as well as those that may be amended from time to time.

Upon acceptance of your Agent/Agency/Independent Marketing Organization Application, the Company or Company Affiliate hereby appoints you as its agent/broker ("Agent", "you" or "your") to represent Company, and if applicable, the Company Affiliates, in connection with the insurance products that you have been approved by the Companies to sell on the Companies' behalf (our policies), in accordance with this Agreement. You may be appointed by any of the Companies upon written acceptance by an authorized representative of the specified Company, or Company Affiliate. Your right to represent the Companies and perform functions under this Agreement is contingent upon your being licensed in each state and other jurisdiction in which you intend to perform functions under this Agreement and are actually appointed by the Companies, as applicable. You are deemed to have a separate contract enforceable by and against each of the Companies to which you are appointed, which contract shall mirror the terms and conditions of this Agreement. No consumer application will be accepted, approved, or bound prior to the effectuation of your appointment. This Agreement supersedes any prior contracts or agreements between you and the Company, and if applicable, the Company Affiliates.

2. AGENT RIGHTS AND RESPONSIBILITIES

- a. **INDEPENDENCE.** You and the Company agree and confirm that you shall perform your obligations hereunder as an independent contractor and nothing in this Agreement is intended to create an employer and employee relationship between you or any of your officers, directors, employees or representatives and the Company. You are free to exercise your discretion and judgment as to time, place, and means of performing all acts hereunder. You shall not possess or exercise any authority on behalf of the Company other than that expressly conferred pursuant to this Agreement.
- b. **TERRITORY, NON-EXCLUSIVITY.** This Agreement does not constitute, nor will it be deemed to be, an exclusive appointment of Agent by the Companies, and consequently, you have no exclusive territories. Your territory is any state or other jurisdiction in which both you and the Companies are authorized to do business under applicable law.
- c. **AUTHORITY.** We authorize you, subject to the provisions of this Agreement:
 1. to solicit applications for policies described in the Schedule of Commissions, with the express understanding that you are obligated to promptly forward all applications to the Company for consideration before any risk will be bound,
 2. to collect the full initial premium solely in a form payable directly to the Company for all policies to be issued, with the express obligation that you will promptly submit all premium collected to the Company,
 3. to deliver policies in accordance with any and all applicable state and/or federal laws as well as 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.** With respect to Agents, we will pay you, as full compensation for all services rendered and expenses incurred by you in accordance with the terms of this Agreement, first year and any applicable renewal commissions, at the rates provided and subject to the terms and conditions contained in the SCHEDULE OF COMMISSIONS ("Commissions"), which will be provided to you from time to time by your Independent Marketing Organization or as will be posted on the Americo.com website. The Schedule of Commissions may be changed, effective either upon notice to you by your Independent Marketing Organization or by the Company posting updates to the Americo.com website. Any subsequent applications solicited by you shall be paid in accordance with such change. These commissions will accrue on premiums paid to the Company for policies issued from applications procured by you while this Agreement is in effect. Commissions will continue to be paid until the total commissions earned annually are equal to or less than \$500.00, in the aggregate for the Company and the Company Affiliates, at which point no further commissions will be due or payable. Any compensation payable will be subject to the minimum amounts and pay frequency in place by the Company from time to time.

2. General Agent's (General Agent is an agent or agency with any downline hierarchy) and IMO Commissions. Subject to Section 3(h) [Assignment], with respect to General Agents and IMOs, 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 fully discharge its obligations to you and your agents to the extent of such made payments. To the extent commissions vest under this Agreement and the Agreements of your agents, there will be no reversion to you of commissions due to your agents. Commissions will continue to be paid until the total commissions earned annually are equal to or less than \$500.00, in the aggregate for the Company and Company Affiliates, at which point no further commissions will be due or payable. Any compensation payable will be subject to the minimum amounts and pay frequency in place by the Company.
3. We reserve the right to withhold compensation due hereunder and under any applicable Agreement at any time pending any inquiry or investigation of you or your agents by the Company or any governmental agency or authority for alleged improper conduct until such time as such inquiry or investigation has been concluded without any findings of improper conduct. This provision shall not affect any of our rights under this Agreement or any applicable Agreement, including, without limitation, our ability to terminate the Agreement pursuant to its Termination provisions.
4. Agents may designate and change the beneficiary to receive commissions, fees, and other compensation payable to the Agent that have not been paid at the time of the Agent's death. Any beneficiary designation, or change thereof, shall be effective upon receipt by Company, in a form acceptable to Company. If no beneficiary designation is in effect upon the death of Agent, commissions, fees and other compensation owed to the Agent will become non-vested after 90 days after which no other compensation will be owed. The rights of any beneficiary, will cease upon the death of the beneficiary and shall be subject to the rights of any assignee of this Agreement, including the Company, and no such assignment shall require the consent of any beneficiary. This section shall survive the termination of this Agreement.
- e. **LICENSING AND REPORTING OBLIGATIONS.** Agent shall secure and maintain such licenses as are necessary to perform Agent's obligations under the terms of this Agreement and as required by law. Agent shall notify Company in writing immediately upon any expiration, termination, suspension or other action by a governmental authority affecting Agent's license. Agent is responsible for paying all initial licensing fees and all applicable license renewal fees. Company will pay for your initial resident appointment. You will bear the costs of any non-resident appointment fees. **Go to www.AmericoAgentAppointmentFees.com for full list of non-resident appointment fees for each state.**
- 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 advertising materials to you, including circulars and other Company printed sales material. No changes may be made by you for such advertising materials, nor any other advertising material be used, in each case, without prior written approval. We will consider your suggestions for specialized solicitation material, but none may be used without our prior written approval. Company may incorporate your suggestions in current or future materials, such incorporated suggestions shall be the sole and exclusive property of Company. You waive any right, title or interest in the aforementioned materials. You will, at all times, comply with all applicable state laws and regulations in connection with the provision of your services under this Agreement, including, but not limited to, the use of all such authorized advertising materials.
- h. **REGULAR STATEMENTS.** We will make available to you statements of your earnings, commission advances, charges and reductions or repayments of indebtedness. We reserve the right to charge an administrative fee if you elect to receive paper statements when electronic statements are available. 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 by you more than ninety (90) days after the transaction date.
- i. **MONEY LAUNDERING.** We have processes in place to comply 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. 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). You will adhere to the Company's Anti-Money Laundering (AML) guidelines, which may be amended from time to time by the Company; gather all 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.
- j. **COMMUNICATIONS.** As a condition of the authority granted to you hereunder, you shall adhere to all policies, procedures and instructions related to the selling of insurance on the Company's behalf that are communicated to you or otherwise made available to you by the Company, from time to time, in any manner or medium, no matter how labeled or transmitted. In the event that you opt out or do not avail yourself of any of the Company's forms of communication, you will be deemed to have received any Company communication made in that form, whether actually received or not, and will be responsible for complying with the contents of same.
- k. **PCI COMPLIANCE.** In the event that you engage in payment card transactions as part of the services provided to a customer, you shall comply with the Payment Card Industry Data Security Standards (PCI DSS) published by the PCI Security Standards Council, as the PCI DSS may be amended, supplemented, or replaced from time to time, and as applicable to the transactions processed by you. You accept all

responsibility for security of the cardholder data in your possession, even if you have separately contracted with a third party. For purposes of this Section, "Cardholder Data" means the numbers and other data assigned by card issuers to identify cardholders' accounts (including all data within the magnetic stripe), data about card transactions and other personal information of cardholders. You shall also defend, indemnify and hold harmless the Company and its affiliates, and their directors, officers, employees, successors and assignees from any and all claims, losses, liabilities, suits, actions and damages associated with any and all payment card transactions and or security of cardholder data that may result.

- I. **COOPERATION.** You will fully cooperate with the Company in any state or federal regulatory inquiries, investigations or proceedings, any matters of litigation, or any matters pertaining to Company products, policies, policyholders, customers, claimants, or agents of the Company, to the extent that they are related to matters pertaining to this Agreement.
- m. **GENERAL AGENTS AND INDEPENDENT MARKETING ORGANIZATIONS RIGHTS AND RESPONSIBILITIES.** With respect to General Agents and/or Independent Marketing Organizations, you agree that you have the following additional rights and responsibilities:
 - 1. you may solicit applications for policies described in the Schedule of Commissions through your agents appointed with our approval,
 - 2. you may recruit agents to solicit applications for policies,
 - 3. you shall exercise proper supervision to assure the faithful performance by your agents,
 - 4. you shall provide training and support to your agents, as required by law or the Company,
 - 5. you shall repay in full amounts owed to the Company, or Company Affiliates, by your agents upon demand. You may have the right to recoup from your agents any amounts paid by you to the Company or Company Affiliates, and
 - 6. you may collect override commissions or other compensation in states where insurance laws and or regulations permit commissions to be paid to agents who do not participate in any part of the insurance transaction.
- n. **REPORTING OBLIGATIONS.** Agent shall notify Company in writing immediately upon receiving notice of any misdemeanor or felony charges or any actions including, but not limited to, conviction by any governmental authority for commission of any act involving fraud, dishonesty, breach of trust, theft, misappropriation of money or breach of any fiduciary duty relating to the Agent or any of its officers, directors, employees, agents, representatives or affiliates, including, without limitation, anyone in your downline or hierarchy or anyone acting on your behalf. Agent shall notify Company no later than two (2) business days after Agent receives a written notice of any complaint from any policyholder or agent relating to any policy, this Agreement or Agent's performance of its obligations hereunder and shall promptly deliver all such complaints and related documentation to Company. You shall cooperate with Company in resolving any such complaints. Agent shall maintain a record of all written and telephonic complaints and shall maintain such records for a period of not less than seven (7) years, or longer if required by applicable law. Agent shall immediately notify Company in writing upon receipt of any inquiry, complaint, summons or process from or before a governmental authority or upon obtaining knowledge of any legal or administrative claim, action, investigation or proceeding against Company or a Company Affiliate or which involves Company or Company Affiliate or any policy or this Agreement. Agent shall promptly deliver copies of all relevant files and correspondence to Company along with each such written complaint, summons, process, legal or administrative claim, action, investigation, or proceeding. Company shall direct and control all responses to such inquiries, complaints, summons, process, legal or administrative claim, action, investigation or proceeding as allowed by applicable law, and all resolutions thereof, and the Agent shall cooperate with Company in resolving and responding to all such matters.

3. COMPANY RIGHTS AND RESPONSIBILITIES

- a. **RESERVATION OF AUTHORITY.** The Company reserves and retains the exclusive authority to, and you shall not, take any of the following actions:
 - 1. make, alter, discharge, terminate or cancel any contract to which the Company is a party or otherwise bound,
 - 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 expressly 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),
 - 10. exercise any authority on our behalf, other than as expressly 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,
 - 12. incur any expenses in our name, without prior written approval from Company, and
 - 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.
- b. **RESERVATION OF RIGHTS.** With reasonable notice to you, the Company specifically reserves the right to
 - 1. discontinue or withdraw any policy form from any state,
 - 2. modify or amend any policy form 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 the posting of any modifications on Americo.com by the Company shall constitute reasonable notice,
8. make periodic revisions to this Agreement and addendum or addenda thereto,
9. terminate any of your agents, according to the applicable provisions of the Agent Agreements,
10. assess you or your agents' unpaid charges, fees and other amounts as specified in our Agent Agreement and our rules and regulations,
11. demand payment or repayment of any indebtedness to the Company by you or your agents at any time, and
12. withhold commissions upon receipt of notice of a lien.

- 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 to the Company or Company Affiliates 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 the Company or Company Affiliates is also subject to a security interest and may be offset against any indebtedness owed by you to the Companies.
- d. **INDEBTEDNESS.** In accordance with the terms of this Agreement, you are responsible for your debt and the debts of your agents and general agents. For purposes of this paragraph, agents include, but is not limited to, all agents and/or entities who are or have ever been in any of your downlines or hierarchies. Upon termination of this Agreement for any reason, the entire amount of all monies due from you, and/or any and all of your agents or general agents will be immediately due and payable on demand, and you are responsible for ensuring that the debt is paid 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 or Company Affiliates by you, your agents, or your general agents. Monies due to you that are subject to offset include, but are not limited to, Commissions, Override Commissions, any compensation that is payable to you by anyone in any of your hierarchies or your downlines as authorized by this Agreement, and the applicable Assignment of Commissions. Additionally, you authorize the Company to offset against any and all sources of compensation which may include other Agent Codes that are payable to you or entities for which you are the principal or owner.

You hereby agree that if you are terminated for indebtedness, any amounts owed to you from the Company or Company Affiliates, will immediately become non-vested and any compensation in any form, present or future, will no longer be due or payable to you. The Company may agree to enter into a repayment plan with you. Defaulting on any repayment plan agreed to by the Company will result in any amounts owed by you, becoming immediately due and payable.

The Company hereby reserves the right (and you hereby consent) to charge interest on any outstanding indebtedness.

- e. **VESTING.** Except as otherwise stated in this Agreement, vesting rules are set by the applicable Independent Marketing Organizations. Refer back to your Independent Marketing Organization for vesting rules.
- f. **RULES AND REGULATIONS.** The Company has the right, from time to time, to unilaterally amend or modify this Agreement and/or make or modify the 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 hereunder. We will promptly provide you with any such modifications, amendments or new rules and regulations. Upon issuance of such notification, if you continue to exercise any rights or authority granted to you under this Agreement, you shall be deemed to have accepted any such amendments, modifications or rules and/or regulations.
- g. **MATERIALS AND RECORDS.** All materials and their content which we provide you or, approve for your use or any other information pertaining to our products, will remain our sole and exclusive property, and will be used only for the purpose of soliciting applications for Company policies and may not be used for any other purpose without our prior written approval. The Company has the sole right to define what materials and the content to which you will have access. Upon termination of this Agreement, or at any time instructed by the Company to do so, you will destroy all materials in any way related to the Company, its customers or its products including, but not limited to, Confidential and Proprietary materials, and any and all materials bearing the Company's name or logo such as forms, letterhead, and business cards, etc. Upon request, you will certify to the Company in writing the destruction of all such materials in your and your agents' possession and control ("Certification of Destruction").
- h. **ASSIGNMENT.** All Commissions are due and payable to the Agent. Agent shall not assign any Compensation due or to become due 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 set forth herein. Agent shall not delegate or assign any authority or obligation granted herein to any person or entity without Company's express prior

written authorization. Agent shall have no power or authority other than the power and authority expressly granted in this Agreement and no other greater power or authority shall be implied from the grant or denial of powers specifically mentioned herein.

- i. **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. The Company shall have the right, during normal business hours and with reasonable notice, to inspect, audit and make copies from your books and records for the purpose of verifying your compliance with the provisions of this Agreement.
- j. **PRIVACY SAFEGUARDS.** You will read, accept and abide by the terms and conditions of the privacy statements and policies set forth from time to time on the Company's website. You will use, store and access policyholder information in full compliance with any applicable state and/or federal laws, regulations, rules or standards.

You shall implement Information Security safeguards designed to protect consumer Personal Information maintained or stored by you that are no less rigorous than accepted industry standards. You shall ensure that all such safeguards comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement.

In the event you know or reasonably believe that there has been an unauthorized acquisition, receipt, transmission of or access to any policyholder information maintained or stored by you (in any manner), that may compromise the security, confidentiality, or integrity of any protected policyholder information ("Security Breach"), you shall within forty-eight (48) hours notify the Company of such Security Breach and provide information regarding its policyholders as requested.

In the event there has been a Security Breach of information maintained or stored by you, you, solely at your own cost, will take any and all remedial steps required by state or federal law, including, but not limited to, all notification requirements to individuals or governmental agencies subject to the Company's prior approval. Such approval shall not be unreasonably withheld.

Consistent with Section 4(d) of this Agreement, you shall indemnify and hold the Company harmless from and against any and all claims, demands, actions, suits, administrative proceedings and investigations, losses, damages, judgments, settlements, liabilities, costs, penalties and expenses (including attorney's fees) caused directly or indirectly by an act or omission of yours, your Agents, anyone in your downline or hierarchy or anyone acting on your behalf arising out of or in any way connected with any Security Breach.

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.
- 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 applicable laws, rules, regulations, and obligations imposed on them or on you. The Company agrees to treat them as fairly and equitably as we treat you.
- d. **INDEMNIFICATION.**
 - 1. You shall defend, indemnify, protect, and hold Company and Company Affiliates, and their respective directors, officers, employees, successors and assignees harmless from and against any and all liability for claims, suits, regulatory or administrative proceedings and investigations, losses, damages, costs, penalties and expenses, including but not limited to court costs and reasonable attorneys' fees related thereto, arising out of or incurred by reason of (1) a breach of this Agreement, or (2) any actual or alleged negligent or intentional act, error or omission by you, your Agents, anyone in your downline or hierarchy or any one acting on your behalf, or (3) any other act, error, violation, omission, or breach relating to any obligation under any applicable statute, regulation or other applicable law including but not limited to the Telephone Consumer Protection Act or similar laws and regulations, on the part of you, your Agents, anyone in your downline or hierarchy or others acting on your behalf in placing business pursuant to or carrying out the terms of this Agreement except to the extent such act, error, violation, or omission was expressly and knowingly authorized, in writing by the Company. Your indemnification obligation includes all costs, expenses and attorneys' fees incurred by Company to enforce this indemnity obligation.
 - 2. The Company shall defend, indemnify, protect, and hold you harmless from and against any and all liability for third-party claims, suits, regulatory or administrative proceedings and investigations, losses, damages, costs, penalties and expenses, including court costs and reasonable attorneys' fees related thereto, arising out of or incurred by reason of (1) a breach of this Agreement, or (2) any actual or alleged negligent or intentional act error or omission by the Company, or (3) any other act, error, violation, omission, or breach relating to any obligation under any applicable statute, regulation or other applicable law, on the part of the Company or others acting on Company's behalf (other than you, your Agents, anyone in your downline or hierarchy or any one acting on your behalf) in the placement of business pursuant to or carrying out the terms and conditions of this Agreement except to the extent such act, error, violation or omission was expressly and knowingly authorized by you. Company's indemnification obligation includes all costs, expenses and attorneys' fees incurred by Agency to enforce this indemnity obligation.

3. The indemnified party shall promptly notify the indemnifying party of any claim for which indemnification is sought, following actual knowledge of such claim, provided however that the failure to give such notice shall not relieve the indemnifying party of its obligations

hereunder except to the extent that such indemnifying party is materially prejudiced by such failure. In the event that any third-party claim is brought, the indemnifying party shall have the right and option to undertake and control the defense of such action with counsel of its choice, provided however that (i) the indemnified party at its own expense may participate and appear on an equal footing with the indemnifying party in the defense of any such third-party claims, and (ii) the indemnified party may undertake and take control of such defense in the event of the material failure of the indemnifying party to undertake and control the same.

Notwithstanding any election by the indemnifying party to undertake and control the defense of any third-party claim, the indemnifying party will not, without the prior written consent of the indemnified party (which consent shall not be unreasonably withheld), pay, compromise or settle any such third-party claim where (1) the indemnifying party has not acknowledged its obligation in writing to provide full indemnification therefore to the indemnified party under this Agreement, or (ii) such payment, compromise or settlement (a) does not provide a full and unconditional release of the indemnified party from the subject matter of the claim, (b) imposes any liabilities or obligations on the indemnified party or (c) provides for relief other than monetary damages.

- e. **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 and your agents 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.
- f. **ORAL REPRESENTATIONS.** Both parties confirm that no oral promises or representations exist which are not included in this Agreement.
- g. **IMO CONTRACT RIGHTS.** Both parties recognize the rights of Independent Marketing Organizations to all of their contracted agents, provided that such contracted agents have written new business defined as a submitted application for the Company's insurance products during the six-month period immediately preceding a request to transfer the agent to another Independent Marketing Organization. If agents contracted by an Independent Marketing Organization have written new business for the Company during the six-month period immediately preceding a request to transfer the agent to another Independent Marketing Organization or General Agent, transfer will be allowed under the following circumstances:
1. With a written release by the current Independent Marketing Organization;
 2. Without a written release if the Agent is terminated by the Independent Marketing Organization for reasons other than the "Termination For Cause" reasons listed in Section 4(j) of this Agreement; or
 3. Without a written release if the Independent Marketing Organization self-terminates; or
 4. Without a written release, six months after a request to transfer has been received by the Company (hereinafter "the Notice Period"). During the Notice Period, the agent may continue to write business under the then current IMO without resetting the notice period and or release date. Nothing within this provision will affect or alter the current Independent Marketing Organization's or General Agent's right to override commissions or other compensation generated during the Notice Period.

If Agents contracted by an Independent Marketing Organization transfer to another Independent Marketing Organization or General Agent, with a current Company Agreement, any debt that may exist at the time of transfer or arises following the transfer regardless of when the policy was written will transfer with the Agent and the new Independent Marketing Organization and General Agent shall bear liability for such indebtedness. This paragraph is not intended to limit the Company's right to collect debts directly from the Agent.

- h. **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 to the other party's last known address or sent electronically to the last known email address where permitted by state law, and within the timeframe required by the law of your state. Termination shall be effective upon the date of the written notice of termination,
 2. by Company upon your failure to provide us with a current resident mailing address whether or not required by state law, or a current email address if your state allows for termination notice to be delivered by electronic means,
 3. by Company upon your failure to produce an adequate volume of business, as determined in our sole discretion, or to maintain an in-force persistency or policy placement rate acceptable to the Company, in its sole discretion, or
 4. by Company upon the termination of the Agent Agreement of your General Agent or Independent Marketing Organization.
- i. **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 or become insolvent if you are an individual,
 2. upon the dissolution, insolvency or assignment for the benefit of creditors, if you are a Business Entity,
 3. upon the death of one or more partners, if you are a partnership, or
 4. upon your failure to acquire or continuously maintain all licenses required by law.

- j. TERMINATION FOR CAUSE.** This Agreement may be terminated by Company for cause as follows, if you:
1. cause or attempt to cause any policyholder of the Company or the Company Affiliates to discontinue any policy, or discontinue contributions to any annuity contract,
 2. withhold any funds, Commissions, Commission Overrides or any other compensation payable that rightfully should have been transmitted to an agent of the Company,
 3. withhold any premium, receipts, documents, correspondence, or any other funds that rightfully should have been transmitted to the Company,
 4. solicit, directly or indirectly, or hire any of the employees of the Company or the Company Affiliates,
 5. cause or attempt to cause employees or agents of ours to discontinue their association with the Company or Company Affiliates,
 6. fail to promptly return any property belonging to us when requested to do so,
 7. have a final judgment of felony conviction involving dishonesty or breach of trust, or any offense under Title 18 U.S. Code, Sec.1033,
 8. have a license revoked or suspended in any state or jurisdiction,
 9. have a required bond refused or cancelled,
 10. misrepresent any of our products or services,
 11. misrepresent or omit any material information on an application for, or reinstatement of our policy,
 12. commit or attempt to commit fraud, against the Company or a policyholder,
 13. fail to comply with material terms of this Agreement, including but not limited to 2(l) Cooperation, or our stated rules and regulations
 14. violate Company's licensure and background standards,
 15. falsify or alter material information provided to us, or fail to provide any material information to the Company upon request, or
 16. violate any state or federal law that would preclude you from obtaining or maintaining an insurance license.

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. A termination for cause may trigger reporting requirements to state departments of insurance.

k. 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 solely responsible for payment to the Company of such debt in full. Such responsibility will include the indebtedness of all agents for which you receive an override, 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 solely responsible for assuring that the debt is paid 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 may 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.
4. From and after the effective date of the termination of this Agreement, Agent shall not, directly or indirectly, market, solicit or sell any of the Company, or Company Affiliates', products. At Company's sole discretion, as evidenced in writing, Agent's authority and obligations under this Agreement, in full or in part, may continue as to policies issued prior to the effective date of termination of this Agreement until all liabilities under such policies are discharged. Such consent may be withdrawn by Company at any time, in its sole discretion, upon written notice. The Agent shall cooperate fully with Company in providing all necessary or appropriate notices in connection with the termination of this Agreement to any and all third-parties, including without limitation, producers, agents, intermediaries, reinsurers and governmental authorities.

- l. 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

This Agreement is governed by the laws of the State of Texas, without regard to conflict of laws and rules. 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/Independent Marketing Organization Application contemporaneously submitted to the Company and the Schedule of Commissions and the Addendum(s) applicable to this Agreement, constitute the entire agreement of the parties, will be effective on the date of Written Acceptance accepted by the Company and will supersede any prior agreements, and may only be modified in writing.

If any portion of this Agreement is determined to be invalid or unenforceable for any reason, in whole or in part, the remaining provisions of this Agreement shall be unaffected thereby and remain in full force and effect.

Notwithstanding anything contained herein to the contrary, it is agreed that any party hereto shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and conditions of this Agreement, this being in addition to, or in lieu of,

the non-breaching party's sole discretion, any other remedy (including, but not limited to, the right to terminate this Agreement or seek money damages) to which they are entitled hereunder or otherwise.

6. DEFINITIONS

- a. **Written Acceptance.** "Written Acceptance" is a formal, written communication from Company to Applicant accepting the Application for Appointment and providing an Effective Date to this Agreement. Such Acceptance shall be deemed an Addendum to this Agreement and fully incorporated herein.
- b. **Agent Code.** Alphabetic, Numerical, or Alpha-Numeric agent identifier provided by Company to Agent at time of contracting or appointment.
- c. **Commissions.** A Commission is a fee for carrying out responsibilities specific to a product or service as outlined in the Schedule of Commissions referenced in Section 2.d.1. [Agent's Commissions]
- d. **Conditional Receipt.** A conditional premium receipt that provides temporary insurance coverage provided certain conditions are met.
- e. **Confidential and Proprietary Materials.** "Confidential and Proprietary Materials" shall mean all business records, documents, drawings, writings, software, and programs which were or are created or received by or for the Company in furtherance of its business.
- f. **General Agent-** as defined in 2.d.2. [General Agent's (General Agent is an agent or agency with any downline hierarchy) and IMO Commissions]
- g. **Independent Marketing Organization-** The Business Entity representing the highest level in the Agent's authorized hierarchy.
- h. **Override Commissions.** "Override Commissions" shall mean the differential commission payment made to the upline Agent, Agency, or IMO.
- i. **Schedule of Commissions.** The Schedule of Commissions shall have the meaning set forth in Section 2.d.1 [Agent Commissions].
- j. **Security Breach.** Security breach shall have the meaning set forth in Section 3.j [Privacy Safeguards].



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

SMC-010100 (05/24)

14-603-1 (05/24) - LMG Addendum

ADDENDUM

To the extent that I have executed, or will in the future execute, competing or conflicting Agent Agreements with other carriers or Marketing Groups including, but not limited to, Legacy Marketing Group, I hereby agree that the Amerigo Agent Agreement is controlling and superior.

Consumer Report Authorization Form
CONSENT TO OBTAIN CONSUMER REPORTS

This notice is being provided to you by Americo Life, Inc. ("Company") pursuant to the Fair Credit Reporting Act ("FCRA"). As used herein, "the Company" means the above-identified insurer as well as its parents, subsidiaries, affiliates, officers, employees, agents and representatives.

In connection with determining your eligibility to be appointed as an agent of the Company, and to maintain such appointment, in one or more states, the Company will from time to time conduct background checks. Such background checks may include the ordering of "consumer reports" from a "consumer reporting agency" containing information on, among other items, your criminal and credit history. These terms are defined in the FCRA.

I hereby authorize the Company and its authorized agents to obtain consumer reports and/or investigative consumer reports in accordance with the FCRA. I further authorize any present or former employers, consumer reporting agencies, educational institutions, criminal justice agencies, departments of motor vehicles, public agencies, financial institutions, or other persons or agencies having knowledge of me to submit information, including data received from other sources, in order that my qualifications may be evaluated.

I understand that this release is valid for any future consumer report that may be requested by the Company. I hereby consent to the Company obtaining such information from time to time, as the Company, in its sole discretion, deems necessary. I further consent to the disclosure of the information to government or regulatory agencies. I also continually authorize the Company to disclose any information received as a result of its background check to my Agency or Independent Marketing Organization. I acknowledge that a copy of this release may be relied upon in lieu of and shall have the same force and effect as the original. This release is valid for all federal, state, county and local agencies and authorities.

Applicant's Signature (Required)

Applicant's Name (Printed)

Date (Required)

☐ For residents of California, Minnesota, and Oklahoma: Please check here to have a copy of your consumer report sent directly to you which will disclose the nature and scope of the report.

Debit-Check Agent/Agency Authorization Form

Vector One Operations, LLC dba Vector One (collectively with its affiliates, "Vector One") manages the secured web portal interactive computer service provided by Debit-Check.com, LLC ("Debit-Check"). This Debit-Check Agent/Agency Authorization Form is by and among the undersigned ("you", "me", "I" or "my"), Vector One, and the Company (as defined below) and is used by Debit-Check subscribers who desire to be granted authorization from you for the submission and/or receipt of your personal information to the Debit-Check service as necessary to conduct a commission related debit balance screening. The undersigned company and its affiliates and authorized third parties (collectively, the "Company") is a Debit-Check subscriber. Accordingly, as part of the contracting and appointment process or determination of eligibility for advancement of commissions, the Company may conduct a commission related debit balance screening via Debit-Check in order to determine your eligibility and may continue to conduct periodic commission related debit balance screenings as determined in the Company's sole discretion following the engagement of any appointment, contract, tenure, or other relationship with the Company.

Access to Debit-Check Information: You can obtain your commission related debit balance information by contacting the Vector One Agent Hotline at (800) 860-6546.

AGENT/AGENCY'S STATEMENT – READ CAREFULLY

The Company is hereby authorized to obtain and conduct a commission related debit balance screening through Vector One's Debit-Check secured web portal to determine if another Debit-Check subscriber has posted that I have an outstanding commission related debit balance. I understand that the Company may consider the results of the commission related debit balance screening in order to determine my eligibility to be contracted and appointed or determine my eligibility for advancement of commissions as an insurance producer and may continue to conduct periodic commission related debit balance screenings as determined in the Company's sole discretion following the engagement of any appointment, contract, tenure, or other relationship with the Company. I understand and acknowledge that the Company may obtain commission related debit balance information through Debit-Check as state law allows. I understand that my information, including my name and social security number ("My Information") may be used for the purpose of obtaining and conducting a commission related debit balance screening. I further understand that in the event of termination or expiration of my appointment, contract, tenure, or other relationship with the Company, whether voluntary or involuntary, if a commission related debit balance is owed to the Company, the Company may post My Information to the Debit-Check service which may be accessed by Debit-Check subscribers until such time the debit balance is satisfied or otherwise removed.

SIGNING THE AGENT/AGENCY APPLICATION, I HEREBY:

- (A) Authorize the Company to use My Information for purposes of conducting a commission related debit balance screening, and periodic commission related debit balance screenings as determined in the Company's sole discretion following the engagement of any appointment, contract, tenure, or other relationship with the Company, utilizing Debit-Check.
- (B) Authorize the Company to consider the results of the commission related debit balance screening in order to determine my eligibility to be contracted and appointed or determine my eligibility for advancement of commissions as an insurance producer.
- (C) Authorize and direct Vector One to receive and process My Information as necessary to intentionally disclose and furnish the results of my commission related debt verification screening, whether directly or indirectly, to the Company.
- (D) Authorize the Company to submit My Information to the Debit-Check service in the event of termination or expiration of my engagement with the Company, whether voluntary or involuntary, to the extent a commission related debit balance is owed to the Company.
- (E) Authorize and direct Vector One to receive and process My Information and intentionally disclose to any Debit-Check subscriber who submits an inquiry utilizing My Information the results of my commission related debit balance screening, which will contain My Information, to the extent a debit balance is owed.

Americo Financial Life and Annuity Insurance Company
Home Office: Dallas, Texas • Administrative Office: P.O. Box 410288, Kansas City, MO 64141-0288
Fax: (800) 395-9238 Email: submit@americo.com

Authorization Agreement for Automatic Deposits (ACH Credits)

I hereby authorize **AMERICO FINANCIAL LIFE AND ANNUITY INSURANCE COMPANY**, (the "Company") to make deposits, and to initiate, if necessary, adjustments involving errors to the deposits, but only to the extent of the errors, in the account indicated below. The undersigned also authorizes the depository named below, (the "Depository") to accept such deposits and make any requested adjustments to such account as instructed by the Company.

This form is not acceptable unless it is filled out in its entirety

Agent Name	Agent Code(s)
Name as Appears on Bank Account (Only if different than Agent Name)	Account Owner Name (Only if different than Agent Name)
Social Security Number	Telephone Number (include area code)
Address	City State ZIP
Bank Name	Account Type: (Checking or Savings)
Bank Routing Number (Full 9 Digits)	Bank Account Number

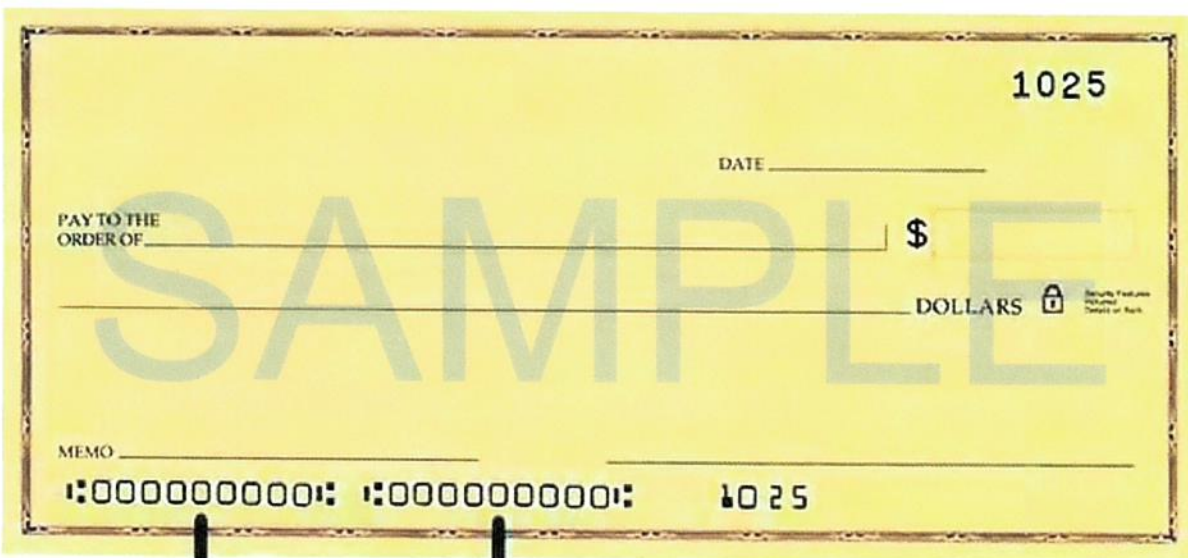
This authorization is to remain in full force and effect until the Company has received written notification from me, of its termination in such time and in such manner as to afford the Company and the Depository reasonable opportunity to process.

Date

Agent's Signature

Account Owner's Signature (If different than agent)

See example check below on where to locate Routing and Account Numbers.



Routing Number

Account Number

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person	Date
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General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they