

## **USF Contracting:**

### **Forms needed for individual appointment:**

Application for agent appointment  
Brokerage Agreement (all pages must be returned)  
Confidentiality Agreement  
W-9  
E&O  
Copy of license(s)

### **Corp:**

USF does not appoint corporations.

If an agent wants to assign to a corp., they will need to send in an assignment of commission form and a W-9 for the corp. (an individual W-9 would not be needed)

The corp. will be 1099'd.

Copy of corporate license is required except for the following states: AL, AZ, AR, CA, CO, CT, DE, FL, HI, ID, IL, IN, IA, KS, LA, ME, MD, MI, MN, MS, MO, NE, NV, NH, NJ, NC, ND, OH, OK, OR, RI, SC, TN, TX, VT, VA, WV, WI, WY

### **Solicitor:**

N/A

### **E&O required**

### **Pre appointment states: WA**

Dual contracting ok, no limit

No annualization

No EFT

Updated 3/18/05

## Broker Licensing Paperwork Checklist

- I. Licensing paperwork submitted to U.S. Financial Life must include the Following:
  - a. Application for Agent Appointment (1)
  - b. Brokerage Agreement, signed by agent and General Agent (1)
  - c. Confidentiality Agreement (1)
  - d. W-9 Request for Taxpayer I.D. Number & Certification (1)
  - e. Photocopy of broker's license(s)
  
- II.
  - a. Complete the General Agent line in the upper left corner of the Application with the Agency name and number.
  - b. Verify that your name reads **EXACTLY THE WAY IT APPEARS ON YOUR AGENT LICENSE AND LIFE APPLICATIONS.**
  - c. The Application and Confidentiality Agreement is signed and dated.
  - d. The Absolute Assignment form is signed and dated if, applicable.
  - e. The Brokerage Agreement is signed by yourself, the sub-General Agent (if applicable), and the General Agent.

If you wish to **assign** your commissions, you must complete Question #3 on the Application, along with the Absolute Assignment form. We must have a copy of the Assignee's corporate license for the following states: GA, KY, MA, MT, NM, PA, SD, WA, WV. A W-9 for the corporation must accompany this form.

Once paperwork is completed, please send it to your General Agent, **not USFLI**. We will send a letter to your General Agent that indicates your USFLI agent number which should be used on your policy applications and any correspondence sent to the Home Office.

Please note that Washington is a pre-appointment state; thus you must be appointed by USFLI prior to soliciting applications on behalf of the Company.



**ABSOLUTE ASSIGNMENT OF COMMISSIONS**

TO: \_\_\_\_\_ Tax ID: \_\_\_\_\_  
(herein called the Assignee)

For valuable consideration, the undersigned, herein called the assignor, hereby assigns to the assignee all of the assignor's, right, title and interest in and to commissions now due or which hereafter may accrue on life insurance policies written by \_\_\_\_\_ with U.S. Financial Life Insurance Company that were written under the Agency Agreement between U.S. Financial Life Insurance Company (herein called the Company), and the assignor.

Choose one with your initials:

- Policies Issued After the Assignment Effective Date:  
The Assignor hereby authorizes and empowers the Company to pay to the Assignee all such commissions now due or which hereafter may accrue to the credit of the assignor under said agency agreement; and such payment of commissions to the Assignee shall constitute payment of such commissions to the Assignor as if made directly to the Assignor. The Assignor understands commissions will be assigned on policies issued after the assignment effective date. The tax liability is the Assignee's responsibility.
- Existing Policies and Policies Issued After the Assignment Effective Date:  
The Assignor hereby authorizes and empowers the Company to pay to the Assignee all such commissions including previously written policies, as well as those now due, or which hereafter may accrue to the credit of the assignor under said agency agreement; and such payment of commissions to the Assignee shall constitute payment of such commissions to the Assignor as if made directly to the Assignor. The Assignor understands commissions will be assigned after the assignment effective date.

Select one with your initials:

- Transfer the tax liability to the Assignee.
- Retain the tax liability with the Assignor.

This Assignment is subject to the written consent of the Company and subject to all of the rights of the Company with respect to such commissions in accordance with said agency agreement.

This Assignor hereby covenants and agrees that the assignor is the absolute and sole owner of said commissions, free from assignment or encumbrance of any kind or character whatsoever, and has full right and lawful authority to so assign same. The Assignor shall at all times defend, indemnify and save harmless the Company and its officers, agents and employees from any and all suits, actions, losses, damages, claims, expenses (including but not limited to the company's legal expenses) and liability of any character, type or description arising out of the execution or performance of this assignment.

Dated \_\_\_\_\_ Assignor \_\_\_\_\_

Dated \_\_\_\_\_ Witness \_\_\_\_\_

The Company acknowledges receipt of, and consents to the foregoing assignment, but assumes no responsibility for the validity or sufficiency hereof. This assignment is effective on the date signed by the Company.

Dated \_\_\_\_\_ By \_\_\_\_\_  
(As Authorized by U.S. Financial Life Insurance Company)

**RELEASE OF ABSOLUTE ASSIGNMENT OF COMMISSIONS**

I hereby release the assignment of commissions as stated above.

Dated \_\_\_\_\_ By \_\_\_\_\_  
Print name  
Signature



## BROKERAGE AGREEMENT

This is between U.S. Financial Life Insurance Company, an Ohio Corporation (herein, "the Company", "USFL", "us") and you, the Broker (herein "the Broker", "you"), identified at the end of this Agreement.

1. **Authority and Duties.** You agree to do the following while contracted as our Broker:
  - a. Solicit applications for our policies;
  - b. Keep proper records and accounts of all USFL business;
  - c. Promptly send us all premiums collected from proposed insureds and any other money that we may authorize you to collect for us;
  - d. Maintain proper insurance licenses;
  - e. Promptly send us by certified/registered mail, notice of any legal document served upon you for actions brought against USFL;
  - f. Maintain Errors and Omissions liability insurance coverage while this Agreement is in force, in such amounts and under such terms as the Company may require.

You are not authorized to do the following:

- g. Act on our behalf in any manner other than as stated in this Agreement;
- h. Bind us to insure other than as stated in our Temporary Insurance Agreement;
- i. Deliver any policy if you have knowledge of any impairment of the applicant's health or any other information affecting the insurability of an applicant not disclosed on the application or occurring subsequent to the securing of the application;
- j. Change our advertising or modify the terms of any insuring agreement;
- k. Publish or use any stationery, canvassing material, including listings on the internet or in telephone directories which contain the Company's name or which relate to insurance products without written approval by an officer of U.S. Financial Life.

### **Copyrighted Material and Trademarks -- Terms of Use**

All printed promotional material, including any U.S. Financial Life Insurance Company websites, are the sole property of U.S. Financial. Nothing may be copied (including html code), modified, reproduced republished, uploaded, transmitted, posted, distributed or used in any form without prior written permission from U.S. Financial. Removal of our trademark, copyright or other notices from our materials is expressly prohibited; and unauthorized use of these materials may violate copyright, trademark and other applicable laws, and could result in criminal or civil penalties. U.S. Financial Life Insurance Company® and Clinical Underwriting® are registered trademarks of U.S. Financial Life and may not be used in any manner without prior written consent from U.S. Financial Life.

Should a violation of these Terms of Use occur, you will be given 30 days notice to correct the matter. If, after 30 days, you have not brought your website or promotional materials into compliance, your appointment with U.S. Financial may be terminated.

### **Relationship**

You are an independent contractor, and neither you nor any person you employ is, or will be deemed to be, our employee for any purpose.

2. **Compensation.** While this Agreement is in force, the Company will pay the Broker First Year Commissions and Renewal Commissions on paid premiums the Company accepts for policies written by the Broker. The attached Commission Schedule shows the rates, rules and regulations of payment. It is understood that the Company may change these schedules at any time, by giving you written notice of the changes. Any change will not apply to business for which the policyholder's signature date on the application is prior to the effective date of the change.

Commissions will not be allowed on any lapsed policy which is reinstated, unless the application for reinstatement is secured solely through the efforts of the Broker while this Agreement is in effect.

Commissions on premiums paid in advance on policies with required periodic premiums will not be payable until the regular due date of such premium.

For Universal Life policies, target premium is the amount of premium up to which the Company will pay first year commissions; excess premium is premium received in excess of the target premium.

Commissions may not be paid on premiums paid by automatic premium loan or on any premium waived by any waiver of premium provision.

Any policy that is intended to replace an existing AXA Financial Group policy or a policy issued by any of its subsidiaries is not eligible for first year commission except to the extent that the new commissions exceed the previous commission payments.

**3. Assignment of Compensation.** The Broker will not assign, sell or pledge any commissions payable under this Agreement, except with the written consent of the Company. The Company assumes no responsibility as to the validity or effect of any assignment.

**4. Compensation after Termination.** If the Company terminates this Agreement because the Broker has violated any of the terms of this Agreement, or has committed, or attempted to commit any illegal, fraudulent, or dishonest acts, the Company will be under no obligation to continue paying any First Year or Renewal Commissions. In the event of the Broker's death, commissions which would have been payable to the Broker, will be paid to the Broker's executors, administrators or assignees. If Broker has been terminated, and the total commissions payable to Broker over the preceding, or any subsequent, one year period totals less than \$75.00, then the Broker forfeits to USFL said commission payment and has no further right to receive the forfeited commission payments. In no event will any commissions totaling less than \$75.00 at the time commissions are payable, be paid to the Broker.

**5. Supplies.** All Company supplies will remain the property of the Company and must be returned to the Company on demand.

**6. Audit.** All accounting records of the Broker pertaining to the business of the Company may be audited by the Company during the Broker's business hours and at a reasonable location.

**7. Expenses.** Neither the Company nor the General Agent will be responsible for any of the Broker's expenses.

**8. Return of Payments and Right to Offset Indebtedness.** Commissions must be returned to USFL upon any of the following occurrences:

- a. Any commission where the monies on which such commission was based are not collected or are refunded by the Company;
- b. USFL elects to cancel or rescind the policy at any time and there is a refund of any premium with respect to that policy upon which you were paid commissions; or
- c. USFL elects to or is required to, pursuant to the terms of the policy or for any other reasons, refund any premium upon which you were paid any type of commissions.

At the option of the Company, commissions must be repaid by you to the Company, or the repayment may be deducted from any future payments USFL makes to you, your estate, successors or assigns, including, but not limited to, payment of first year commission, renewal commission, bonus, fee or expense reimbursement.

**9. Amendment.** Any amendments that the Company makes to this Agreement must be in writing and sent to the Broker at the latter's last known address as shown in the Company's records.

**10. Indemnity, Defense and Loss Reimbursement.** The Broker shall at all times defend, indemnify and save harmless the Company and its officers and employees and agents of and from any and all suits, actions, losses, damages, administrative actions claims, expenses (including but not limited to the Company's legal fees and expenses) and liability, of any character, type or description, arising out of or caused by any act or omission of the Broker or of the Broker's agents or employees in an effort to execute or perform under this Agreement. Without in any manner limiting the generality of the foregoing,

it is understood that this indemnity includes but is not limited to the Broker's duty to obtain accurate medical information and other information set forth on the Company's applications for policies, to timely and fully report such information to the Company, and to properly make final inquiry as directed by the Company of the applicant upon delivery of any policy issued by the Company. The duty to indemnify, defend and hold harmless provided hereby shall arise in all cases except when the Company's loss is caused by the sole negligence of the Company or an independent third party, unmixed with any negligence or fault of the Broker or the Broker's agents or employees. Further, the Broker shall reimburse the Company for any and all losses, expenses and damages it may sustain that arise out of, in whole or in part, the acts or omissions of the Broker or the Broker's agents and employees in an effort to execute or perform the Agreement. Broker shall reimburse the Company for any expenses, including attorney fees, incurred in enforcing any of Broker's duties and responsibilities under this Agreement. Your duty to defend, indemnify and reimburse the Company shall apply to and include any duties and responsibilities you assume under any amendment to this Agreement.

**11. Termination.** This Agreement may be terminated by either party by giving thirty (30) days written notice to the other at the other's principal place of business. This Agreement terminates automatically if the Broker does not comply with the terms of the Agreement, if the Broker violates any policy or procedure of the Company, if the Broker dies, if the Broker loses the license required by law to sell the Company's products, commits fraud or violates any law or regulation governing the sale of the Company's products.

**12. Insurance Marketplace Standards Association (IMSA) Market Conduct Principles.** USFL has committed itself to upholding the Insurance Marketplace Standards Association (IMSA) Principles of Ethical Market Conduct:

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

By signing this Agreement below, it is acknowledged that Broker has read, understood, and agrees to follow the IMSA Principles of Ethical Market Conduct.

The provisions of this Agreement are governed by the laws of the State of Ohio. This Agreement supersedes all previous contracts and agreements among the parties, but will not affect the obligation of any party under any previously existing contract or agreement.

By signing this Agreement, Broker accepts the appointment with the authority and duties stated in this Agreement.

This Agreement consists of twelve sections, a Commission Schedule, and the attached Confidentiality Agreement.

Broker: \_\_\_\_\_  
(Print Broker's Name)

Approved By: \_\_\_\_\_/  
(Sub-GA or Agency name/code # if applicable)

Accepted By: \_\_\_\_\_  
(Broker Signature)

By: \_\_\_\_\_  
(Sub-GA Principal)

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

Approved By: \_\_\_\_\_/  
(General Agency Name/code #)

Approved By: \_\_\_\_\_  
(U.S. Financial Life)

By: \_\_\_\_\_  
(General Agent Principal)

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

Date: \_\_\_\_\_  
LIC-BAB (rev 1/05)



**CONFIDENTIALITY AGREEMENT**

Each party to this Agreement shall protect the confidentiality of Customer Information (as hereinafter defined) in accordance with all state and federal laws and regulations protecting the privacy of Customer Information, including without limitation, the Health Insurance Portability and Accountability Act (HIPAA) and Title V of the Gramm-Leach-Bliley Act ("GLBA") and the state laws and state and federal regulations promulgated in connection therewith (the "Privacy Laws"). As used herein, "Customer Information" shall mean "nonpublic personal information" as that term is defined in the GLBA and "protected health information" as that term is used in HIPAA.

Each party hereto shall maintain appropriate policies and procedures relating to administrative, technical and physical safeguards (i) to ensure the confidentiality of non-public and personally identifiable information protected by HIPAA and GLBA; (ii) to protect against any anticipated threats or hazards to the security or integrity of non-public and personally identifiable HIPAA and GLBA information; and (iii) to protect against unauthorized access to or use of HIPAA and GLBA protected information. You agree to enter into appropriate agreements with USFL as required by state and federal law and regulations to protect the privacy of information transmitted to you by USFL.

Except as otherwise provided herein, no HIPAA or GLBA protected information shall be used by any party or disclosed by any party to a third party for any purpose other than to carry out the transactions contemplated under this Agreement.

We agree that all persons applying for and/or purchasing policies through you are and will continue to be your clients and that you may, to the extent permitted by law, contact such clients to introduce them to other products and services offered by you and share information about such clients with affiliates and third parties.

We will not contact, or authorize any person to contact, any of your clients for any purpose other than to underwrite, service or process claims under a policy applied for by or sold to such person pursuant hereto, except to the extent that such contact is initiated by such person or results from the use of general advertisements or mass mailings not specifically directed to your clients, or to the extent that such person is a purchaser of other products or services we offer which were not purchased through you.

**U.S. Financial Life Insurance Company**

**NOTICE AND RELEASE**

Federal law requires you be advised that in connection with your application to represent U.S. Financial Life Insurance Company for the purpose of selling its products, the Company may obtain a consumer report on you through consumer reporting agencies, insurance departments or law enforcement agencies to establish your eligibility for appointment as an insurance producer. By signing below, you authorize U.S. Financial Life to obtain this information and direct that any reporting entities may release such information upon request to U.S. Financial Life Insurance Company.

Broker Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**RECRUITING AGENT CERTIFICATION**

I certify that I have reviewed the above broker's information and recommend him/her for appointment by U.S. Financial Life Insurance Company.

General Agent Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Request for Taxpayer Identification Number and Certification

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

Please print or type	Name (See <b>Specific Instructions</b> on page 2.)	
	Business name, if different from above. (See <b>Specific Instructions</b> on page 2.)	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ .....	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.

**Note:** If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="text-align: center;">Social security number</td></tr> <tr><td style="text-align: center;">      +      </td></tr> </table>	Social security number	+	
Social security number			
+			
or			
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="text-align: center;">Employer identification number</td></tr> <tr><td style="text-align: center;">      +      </td></tr> </table>	Employer identification number	+	
Employer identification number			
+			

List account number(s) here (optional)

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**Part II For U.S. Payees Exempt From Backup Withholding** (See the instructions on page 2.)

**Part III Certification**

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. person (including a U.S. resident alien).

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

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

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

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

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

**If you are a foreign person, use the appropriate Form W-8.** See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

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

**What is backup withholding?** Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part III instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

- You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate **Instructions for the Requester of Form W-9**.

**Penalties**

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.