



Ameritas Life, Acacia Life, Union Central Life and affiliated companies

Companies<sup>SM</sup>

CHKLST

Broker

Appointment Checklist

Individual

To: Field Licensing & Compensation

From: Agency

Date:

Agent Name

Effective Date

Social Security Number

The appointment cannot be processed until we receive all of the following:

- Manager's Letter of Recommendation
Producer Application (Form ULC 78)
Applicant Authorization to Obtain Consumer Report (Form ULC 5)
Broker Contract (Form ULC 55)
W-9 Request for Taxpayer ID Number
State Appointment Form (Form ULC 45)
Copy of License OR License Application (if applying for initial state license)
Company Appointment Fee Check
Market Conduct Form (Form ULC 16 Page 3 only)
Proof of E & O Coverage

(Optional)

- Direct Deposit (Form ULC 82)
Expense Allowance (Form ULC 63)
Designation of Beneficiary (Form ULC 21)

Member of # EAP Unit OR % on the above broker.

HOME OFFICE USE ONLY

VP Approval

Date

Agent Code

Previously Contracted



Ameritas Life, Acacia Life, Union Central Life and affiliated companies

Producer Application

Date \_\_\_\_\_

PERSONAL DATA

Name \_\_\_\_\_

Social Security Number \_\_\_\_\_

Date of Birth \_\_\_\_\_

Business Phone \_\_\_\_\_

E-Mail \_\_\_\_\_

Fax Number \_\_\_\_\_

Home Number (Optional) \_\_\_\_\_

Mobile Phone (Optional) \_\_\_\_\_

Professional Designations: \_\_\_\_\_

Business \_\_\_\_\_

Street Address \_\_\_\_\_

City, ST, ZIP \_\_\_\_\_

County \_\_\_\_\_

Residence \_\_\_\_\_

Street Address \_\_\_\_\_

City, ST, ZIP \_\_\_\_\_

County \_\_\_\_\_

Mailing Preference:  Business  Residence

CONTRACT TYPE / LICENSE TYPE

Manager

Agent

- Branch, General Agent, Brokerage General Agent, Group/Pension, Individual or Corporate\*
Full Time Agent, Independent Agent, Broker, Temporary/Financed Agent, Individual or Corporate\*

\*Corporation must be contracted to receive commissions.

Licensed States to be appointed in:

- Resident, Nonresident

EMPLOYMENT DATA (past 5 years)

DO NOT CONTACT MY PRESENT EMPLOYER

Present Employer Position/Title Start Date Stop Date

Present Employer Position/Title Start Date Stop Date

Present Employer Position/Title Start Date Stop Date

PLEASE ANSWER THE FOLLOWING QUESTIONS

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

\* IF YOU ANSWERED "YES" TO ANY OF THE ABOVE QUESTIONS, PLEASE EXPLAIN ON A SEPARATE SHEET.

PRODUCER SIGNATURE

I certify that the information furnished on this application is true and complete and that I have not concealed any information requested. I understand that UNIFI will rely on this information whether to offer a contract to me.

**X**  
\_\_\_\_\_  
Producer Signature Date

AGENCY MANAGER SIGNATURE

I have reviewed the statement signed by \_\_\_\_\_ and believe it to be true and complete to the best of my knowledge. (Producer)

**X**  
\_\_\_\_\_  
Agency Manager Signature Date



That Consumer Report Will Be Obtained

For use with the following UNIFI Companies ("UNIFI"): Acacia Life Insurance Company, Ameritas Life Insurance Corp., Ameritas Variable Life Insurance Company, First Ameritas Life Insurance Corp. of New York, Union Central Life Insurance Company, and Ameritas Investment Corp.

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

I understand a Consumer Reporting/Investigative Consumer Reporting Agency's investigation may include obtaining information covering up to: the last seven years regarding my credit background, lawsuits, judgments, paid tax liens, unlawful detainer actions, failure to pay spousal or child support, accounts placed for collection, and criminal conviction records consistent with federal and state law; and the last ten years regarding bankruptcies. I understand such information may be obtained through any means, including but not limited to personal interviews with my neighbors, friends or associates or others with whom I am acquainted or who may have knowledge concerning my character, general reputation, personal characteristics or mode of living. I understand such information may also be obtained through direct or indirect contact with former employers, schools, financial institutions, landlords and public agencies or other persons who may have such knowledge.

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

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

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

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

Application Authorization To Obtain Consumer Report

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

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

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

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

Applicant Signature

Date

Applicant Name (printed)

Social Security Number

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

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

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

## A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) is designed to promote accuracy, fairness, and privacy of information in the files of every "consumer reporting agency" (CRA). Most CRAs are credit bureaus that gather and sell information about you — such as if you pay your bills on time or have filed bankruptcy — to creditors, employers, landlords, and other businesses. You can find the complete text of the FCRA, 15 U.S.C. §1681-1681u, at the Federal Trade Commission's web site (<http://www.ftc.gov>). The FCRA gives you specific rights, as outlined below. You may have additional rights under state law. You may contact a state or local consumer protection agency or a state attorney general to learn those rights.

- **You must be told if information in your file has been used against you.** Anyone who uses information from a CRA to take action against you — such as denying an application for credit, insurance, or employment — must tell you, and give you the name, address, and phone number of the CRA that provided the consumer report.
- **You can find out what is in your file.** At your request, a CRA must give you the information in your file, and a list of everyone who has requested it recently. There is no charge for the report if a person has taken action against you because of information supplied by the CRA, if you request the report within 60 days of receiving notice of the action. You also are entitled to one free report every twelve months upon request if you certify that (1) you are unemployed and plan to seek employment within 60 days, (2) you are on welfare, or (3) your report is inaccurate due to fraud. Otherwise, a CRA may charge you up to eight dollars.
- **You can dispute inaccurate information with the CRA.** If you tell a CRA that your file contains inaccurate information, the CRA must investigate the items (usually within 30 days) by presenting to its information source all relevant evidence you submit, unless your dispute is frivolous. The source must review your evidence and report its findings to the CRA. (The source also must advise national CRAs — to which it has provided the data — of any error.) The CRA must give you a written report of the investigation, and a copy of your report if the investigation results in any change. If the CRA's investigation does not resolve the dispute, you may add a brief statement to your file. The CRA must normally include a summary of your statement in future reports. If an item is deleted or a dispute statement is filed, you may ask that anyone who has recently received your report be notified of the change.
- **Inaccurate information must be corrected or deleted.** A CRA must remove or correct inaccurate or unverified information from its files, usually within 30 days after you dispute it. **However, the CRA is not required to remove accurate data from your file unless it is outdated (as described below) or cannot be verified.** If your dispute results in any change to your report, the CRA cannot reinsert into your file a disputed item unless the information source verifies its accuracy and completeness. In addition, the CRA must give you a written notice telling you it has reinserted the item. The notice must include the name, address and phone number of the information source.
- **You can dispute inaccurate items with the source of the information.** If you tell anyone — such as a creditor who reports to a CRA — that you dispute an item, they may not then report the information to a CRA without including a notice of your dispute. In addition, once you've notified the source of the error in writing, it may not continue to report the information if it is, in fact, an error.
- **Outdated information may not be reported.** In most cases, a CRA may not report negative information that is more than seven years old; ten years for bankruptcies.
- **Access to your file is limited.** A CRA may provide information about you only to people with a need recognized by the FCRA — usually to consider an application with a creditor, insurer, employer, landlord, or other business.
- **Your consent is required for reports that are provided to employers, or reports that contain medical information.** A CRA may not give out information about you to your employer, or prospective employer, without your written consent. A CRA may not report medical information about you to creditors, insurers, or employers without your permission.
- **You may choose to exclude your name from CRA lists for unsolicited credit and insurance offers.** Creditors and insurers may use file information as the basis for sending you unsolicited offers of credit or insurance. Such offers must include a tollfree phone number for you to call if you want your name and address removed from future lists. If you call, you must be kept off the lists for two years. If you request, complete, and return the CRA form provided for this purpose, you must be taken off the lists indefinitely.
- **You may seek damages from violators.** If a CRA, a user or (in some cases) a provider of CRA data, violates the FCRA, you may sue them in state or federal court.

The FCRA gives several different federal agencies authority to enforce the FCRA:

FOR QUESTIONS OR CONCERNS REGARDING:	PLEASE CONTACT:
CRA's, creditors and others not listed below	Federal Trade Commission Consumer Response Center – FCRA Washington, DC 20580 202-326-3761
National banks, federal branches/agencies of foreign banks (word "National" or initials "NA." appear in or after bank's name)	Office of the Comptroller of the Currency Compliance Management, Mail Stop 6-6 Washington, DC 20219 * 800-613-6743
Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks)	Federal Reserve Board Division of Consumer & Community Affairs Washington, DC 20551 * 202-452-3693
Savings associations and federally chartered savings banks (word "Federal" or initials "F.S.B." appear in federal institution's name)	Office of Thrift Supervision Consumer Programs Washington, DC 20552 * 800-842-6929
Federal credit unions (words "Federal Credit Union" appear in institution's name)	National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 * 703-518-6360
State-chartered banks that are not members of the Federal Reserve System	Federal Deposit Insurance Corporation Division of Compliance & Consumer Affairs Washington, DC 20429 * 800-934-FDIC
Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission	Department of Transportation Office of Financial Management Washington, DC 20590 * 202-366-1306
Activities subject to the Packers and Stockyards Act, 1921	Department of Agriculture Office of Deputy Administrator – GIPSA Washington, DC 20250 * 202-720-7051

# UNIFI

Companies<sup>SM</sup>

Ameritas Life, Acacia Life, Union Central Life  
and affiliated companies

## Broker Contract

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### **For use with Brokers of the UNIFI Companies:**

Union Central Life Insurance Company

Ameritas Variable Life Insurance Company

Ameritas Life Insurance Corp.

Acacia Life Insurance Company

First Ameritas Life Insurance Corp. of New York

# Broker Contract

BROKER: \_\_\_\_\_

**Parties to the Contract**      **This Contract is between the above named individual, herein called the Broker, and the UNIFI Companies, more specifically referred to as follows:**

The Union Central Life Insurance Company (“Union Central”) with respect to Union Central products; and Ameritas Life Insurance Corp. (“Ameritas”) with respect to Ameritas products; and Ameritas Variable Life Insurance Company (“AVLIC”) with respect to AVLIC products; First Ameritas Life Insurance Corp. of New York (“FALIC”) with respect to FALIC products; and Acacia Life Insurance Company (“Acacia”), with respect to Acacia products.

The words “company”, “we”, “our” and “us” refer to Union Central with respect to Union Central products, Ameritas Life with respect to Ameritas Life products, AVLIC with respect to AVLIC products, FALIC with respect to FALIC products, or Acacia with respect to Acacia products. You understand and agree that you are an agent of Union Central, not Ameritas Life, AVLIC, FALIC, or Acacia, when you are selling Union Central products and that you are an agent of Ameritas Life, not Union Central, AVLIC, FALIC or Acacia, when you are selling Ameritas Life products and that you are an agent of AVLIC, not Union Central, Ameritas Life, FALIC or Acacia when you are selling AVLIC products and that you are an agent of FALIC, not Union Central, Ameritas Life, AVLIC, or Acacia when you are selling FALIC products and that you are an agent of Acacia, not Union Central, Ameritas Life, AVLIC or FALIC when you are selling Acacia products.

**Duties**      You agree to do the following while contracted as our Broker:

- Solicit, or cause to be solicited, applications for our policies;
- Maintain proper records and accounts of business transacted under this Contract, including but not limited to, records of all written sales proposals made, applications taken, money collected, policies issued and delivered, and all service to policyowners on our behalf. All such records shall be made available to us or our representatives, with or without prior notice, during business hours;
- Act as trustee for our monies and promptly send us all you receive on our behalf in accordance with our policies and procedures;
- Secure and pay for and provide to us adequate proof of any licenses, securities registration, bond, and “Errors and Omissions” insurance coverage as may be required by us or the state or states where you are authorized to solicit insurance and/or securities;
- Promptly send us, by certified mail, notice of any legal document served upon you for actions brought against us;
- Promptly send us all medical examinations that may come into your possession, made in connection with the application to the Company;
- Deliver policies in accordance with our rules and regulations, and in accordance with the terms of the policy. No policy shall be delivered after the expiration of the delivery period specified by us unless you have received our prior approval. You will not deliver any insurance policy unless the proposed insured is, at the time of delivery, in the same health and insurable condition as represented in the policy application. You will promptly return to us all policies not delivered to the owner within the prescribed time period;

- Render service to policyowners and beneficiaries in accordance with Company policies and all applicable laws and regulations;
- Abide by all applicable federal and state privacy laws and regulations. Broker further agrees that the non-public personal information of all customers of any party obtained by virtue of this Contract shall remain confidential and shall not be used for any purpose whatsoever except as may be necessary to provide the services rendered under this Contract. In no event shall the non-public personal information of the customers or prospective customers be furnished to any other individuals, organizations, or institutions except (1) as required by the terms of this Contract, (2) as authorized by the customer or prospective customer, or (3) as may be required by law. This provision shall survive termination of this Contract. Broker agrees to indemnify and hold the Company harmless for any breach of this provision.
- Abide by all laws and regulations governing privacy;
- Conduct yourself so as not to adversely affect the business reputation or good standing of either yourself or us.
- Abide by federal anti-money laundering laws and all Company policies and procedures relating thereto.
- Abide by all other applicable policies.

#### Conduct & Relationship

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

You shall be free to exercise your own judgment as to the persons from whom you will solicit insurance. The Company shall have no direction or control over your time and physical activities. Your appointment shall be on a non-exclusive basis.

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

You hereby agree as follows:

- Upon termination for whatever reason, you will not, for a period of one (1) year subsequent to the date of such termination, either for yourself, or for any other firm, person, corporation, or association, directly or indirectly, solicit or contact in any way, any of our policyowners with whom you had a direct business relationship while contracted with the Company, with such contact resulting in the continuous and systematic replacement of our policy or policies with the policy or policies of another company. Such agreement by you is, however, specifically limited to the primary geographical area in which you solicited business while associated with us. Furthermore, you specifically acknowledge that we have a continuing proprietary interest in all of our policies, and that the purpose of this agreement is to prevent interference with such interest.

#### Limits of Authority

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

- Act on our behalf in any manner other than as stated in this Contract;
- Collect renewal premiums;
- Incur any indebtedness or liability not authorized in writing by the Company;

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

#### Compensation & Vesting

Subject to and in accordance with the provisions of this contract, and any amendments, schedules and/or rules thereto, the Company shall pay to the Broker, as full compensation for services rendered, the following amounts:

- a) *Broker Schedule of Compensation:* Commissions shall be paid as set forth in the "Broker Schedule of Compensation" (Schedule I). All commissions and/or service fees shall be paid upon premiums of individual policies which are issued and paid on applications received from and which bear the signature of the Broker. The Broker's rights to payment of first-year commissions and renewals, but not service fees, or any other compensation, are immediately vested under this Contract, unless the Broker is terminated for cause.
- (b) *Disability Income Bonus:* Disability Income Bonus shall be paid as set forth in the schedule, "Disability Income Bonus". Disability Income Bonus is not vested.

We will pay you compensation in accordance with the attached schedules and supplements. We may change any of these schedules or supplements at any time. Any such change will be available electronically via the Company website and will apply only to applications solicited after the effective date of such change.

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

**Lien for debts:**

You shall be liable to repay us, if you owe us money arising out of compensation we paid to you, including, but not limited to any compensation paid to you on premiums we have refunded; any debt that may have been incurred due to overpayment of annualized commissions, whether because they exceed an annual limit, because of a policy reversal, or otherwise; or a new policy when an existing policy we issued on the same insured has terminated within six months of the date of the new application or twelve months after the issue date of the new policy; an annuity, if we are required to pay a death benefit on the annuity (the greater of the premiums paid or the accumulation value to the policy beneficiary without surrender or withdrawal charges) within one year of the policy date. We may in our sole discretion, require the refund of the commission paid.

Any such refund shall be due and payable immediately. You affirmatively acknowledge and agree that any refund you make under this section can be netted (charged back/deducted) against/from any future compensation at the Company's discretion.

If you receive any payment or compensation to which you are not entitled, you agree that it will constitute a debt to us, and you will repay it immediately.

We may deduct and/or set off any amounts you owe us now or in the future, as a result of this or any other contract, from any compensation due you. You hereby assign, transfer and set over to us any monies that from time to time may become due to you from us under this Contract, or other active or cancelled contracts with us, to secure any debt to us. You agree to repay on demand any disbursements we make for any claims against you and any costs or attorney fees we incur associated with those claims as a result of transactions arising out of this Contract.

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

**Policy years:**

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

**Temporary extra ratings:**

Commissions will be paid on temporary extra ratings of 10 or more years.

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

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

**General Provisions**

We reserve the right to:

- reject applications;
- limit the amount or type of policies offered;
- require higher premiums than applied for;
- unilaterally adjust, modify or change any and all terms of this Contract, including provisions for commissions, and/or compensation schedules of any kind;
- withdraw or alter existing policy forms;
- introduce new policies or procedures;
- establish agencies and/or appoint representatives within the city and/or state in which you are licensed.

**Background Check:**

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

**Indemnification:**

You will indemnify us for losses, expenses or liability we incur resulting from your acts or omissions, or from the acts or omissions of your employees.

You certify that you have Errors and Omissions coverage currently in effect for yourself, and your employees as required by the Company and that you will continue to maintain such coverage during the term of this Contract in an amount specified by the Company.

**Assignment:**

You may not assign any of your rights under this Contract without our written consent. We agree to consent, once, to an assignment of your rights to compensation, provided that at the time of such consent you are not indebted to us. We will not be responsible for, nor guarantee the validity or sufficiency of any assignment.

**No waiver of provisions:**

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

**Right to payment:**

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

**Amendments:**

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

**Rules:**

We reserve the right to change the compensation schedule and rules (e.g., underwriting procedures, compensation rate) governing your duties and payments under this Contract. These, when made available to you, become part of this Contract.

**Governing law:**

This Contract will be governed by the laws of the State of Nebraska.

**Records:**

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

**Confidentiality:**

You will treat all matters relating to our business as confidential information, and not divulge any information in any way to persons other than ourselves during or after the term of this Contract. You acknowledge that you may receive nonpublic personal information, whether financial information or health information from customers and/or consumers of the company, and hereby agree that you will not further disseminate such information for any purposes not arising from and necessary to the performance of your

obligations under this Contract; that you will restrict access to such information to those who are performing work under this Contract and take steps and measures to assure that such information remains confidential; and that you will comply with the privacy and security requirements of the Gramm-Leach-Bliley Act, the Health Insurance Portability and Accountability Act, the Fair Credit Reporting Act, and all other applicable federal and state laws and regulations respecting the privacy and security of customer/ consumer personal information.

**Advertising:**

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

**Notices:**

Unless otherwise specified, any notices required under this Contract, shall be in writing and delivered personally or mailed to the other party at their last known address.

**Termination**

**Voluntary:**

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

**Automatic:**

This Contract will automatically terminate in the event of:

- assignment (other than as provided for under the assignment section) for the benefit of creditors;
- your death or you become physically or mentally disabled and are unable to perform your duties under the terms of this contract;
- Insolvency or bankruptcy; or

If you are a partnership or a corporation, this Contract will terminate upon the occurrence of any event, which legally or contractually causes a dissolution of the partnership or termination of the corporation. Unless otherwise provided herein, we may continue to rely on this Contract as it existed before such dissolution until we receive formal written notice of such dissolution.

If conflicting demands are placed upon us because of such dissolution or otherwise, we will not be obligated to act until we are in receipt of non-conflicting demands.

**For Cause:**

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

- (1) You engage in any act of fraud, misconduct, or misrepresentation related to any actions taken by you under this Contract;
- (2) You fail to promptly return upon demand our policy lists, records, and other property as set forth in this Contract;
- (3) You systematically induce or attempt to induce policyholders to surrender our policies or to discontinue premium payments on any policies with us whether or not there has been compliance with any applicable governmental regulations concerning replacement;
- (4) You commit any of the following acts:

- a. breach the terms of this Contract; or
- b. knowingly violate our rules and regulations; or
- c. violate any applicable insurance or securities or any other laws or regulations in the states in which you conduct business; or
- d. violate any Federal Securities Laws or any NASD rules.

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

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

#### Arbitration

Any controversy or claim in excess of \$15,000.00 arising out of or relating to this Contract or any breach of this Contract, including any controversy or claim as to its arbitrability or rescission, shall be finally settled by arbitration administered by the American Arbitration Association (“AAA”) in accordance with its Commercial Arbitration Rules and the Federal Arbitration Act. If the AAA is not then in existence, the arbitration shall be governed by the Commercial Arbitration Rules last in effect. Any party seeking arbitration must give the other(s) 30 days written notice of that intent. A single United States arbitrator experienced in the life insurance and annuity industry, shall be mutually agreed upon by the parties within 15 days of receipt of a notice of intent or such longer period as mutually agreed upon by the parties. If an arbitrator can not be mutually agreed upon, the AAA shall select one. The arbitrator shall interpret this Contract pursuant to Nebraska law and shall base any decision or award on applicable law and judicial precedent. Any arbitration shall be conducted in Lincoln, Nebraska, unless the parties mutually agree to another location. The arbitrator(s) shall not, under any circumstances, have any authority to award punitive or exemplary damages.

All expenses associated with obtaining and utilizing the services of the AAA and the arbitrator, and as otherwise provided in the Commercial Arbitration Rules, shall be shared equally by the parties hereto, and the arbitrator shall request payment separately from each party for these expenses. Each party shall bear its own expenses of preparing for and participating in the arbitration, including attorney and witness fees and discovery costs.

The parties may engage in discovery, pursuant to the Federal Rules of Civil Procedure, to the extent such discovery is consistent with the purpose of the arbitration and is permitted by the arbitrator.

The decision or award of the arbitrator shall be final, binding, and enforceable. The decision of the arbitrator shall be in writing and shall set forth in reasonable detail the basis for the decision. Application may be made to any court of competent jurisdiction for judicial acceptance of the arbitration award and enforcement, as the law of the state having jurisdiction may require or allow.

Signatures By signing below, you accept an appointment as our Broker, effective \_\_\_\_\_ subject to the terms of this Contract. Electronic, scanned or faxed signatures are acceptable and are deemed to be original, binding signatures for purposes of this Contract.

\_\_\_\_\_  
Broker


\_\_\_\_\_  
Date

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

■ **On behalf of the UNIFI Companies:**


Union Central Life Insurance Company  
Ameritas Life Insurance Corp.  
Acacia Life Insurance Company  
First Ameritas Life Insurance Corp. of New York

BY: \_\_\_\_\_

  
Arnold D. Henkel  
Senior Vice President – Individual Distribution

Ameritas Variable Life Insurance Company

BY: \_\_\_\_\_

  
Arnold D. Henkel  
Senior Vice President – Individual Distribution

## Request for Taxpayer Identification Number and Certification

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

Print or type  
 See Specific Instructions on page 2

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

### Part I Taxpayer Identification Number (TIN)

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

Social security number									
or									
Employer identification number									

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

### Part II Certification

Under penalties of perjury, I certify that:

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

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

**Sign Here**

Signature of  
 U.S. person ▶

Date ▶

### Purpose of Form

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

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

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

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

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

## State Appointment Form

Please complete the attached form, for each UNIFI Company and each state you wish to be appointed in.

- **Resident State Appointment Fees will be paid by the Company for Full-Time Agents and Managers only. All other Producers are responsible for Resident Appointment Fees.**
- **Non-Resident State Appointment Fees are the Producer's responsibility.**
- **Enter the Fee Due for each UNIFI Company with which you wish to be appointed in each state.**
- **Submit this form with your contracting paperwork, along with a check for the TOTAL FEES DUE.**
- **If payment is not remitted with this form, the FEES will be deducted from your compensation.**

Below are the products available for each of the Companies:

### Acacia Life (ACAL)

- Acacian 2000
- Flex Ultra UL (7016)
- Single Premium Immediate Annuity (7845)

### Ameritas Life Insurance Corp (ALIC)

- Edge

### Ameritas Variable Life Insurance Company (AVLIC)

- Ovation VUL (4022)
- Protector hVUL (4101)
- Bravo SVUL (4065)
- Medley Variable Annuity (4888)
- Overture Variable Annuity IIIP (4786)

### First Ameritas Life Insurance Corp. of New York (FALIC)

- Whole Life 98<sup>2</sup> (8609)



## State Appointment Form

Producer Name (please print or type): \_\_\_\_\_

Union Central Agent #: \_\_\_\_\_

State	Appointment Fees		Appointment Fees Due PER COMPANY				TOTAL DUE PER STATE
	Resident Fee PER COMPANY	Non-Resident Fee PER COMPANY	Ameritas Life	Ameritas Variable Life	Acacia	FALIC	
Alabama	\$30	\$30					
Alaska	\$0	\$0					
Arizona	\$0	\$0					
Arkansas	\$20	\$60					
California	\$24	\$24					
Colorado	\$0	\$0					
Connecticut	\$20	\$20					
Delaware	\$25	\$25					
DC	\$25	\$25 Ind/Corp					
Florida	\$60	\$66					
Georgia	\$21	\$21					
Hawaii	\$0	\$0					
Idaho	\$0	\$0					
Illinois	\$0	\$0					
Indiana	\$0	\$0					
Iowa	\$8	\$20					
Kansas	\$5	\$5					
Kentucky	\$40	\$50 Ind/\$120 Corp					
Louisiana	\$20	\$20					
Maine	\$30	\$70					
Maryland	\$0	\$0					
Massachusetts	\$75	\$75					
Michigan	\$5	\$5					
Minnesota	\$10	\$10					
Mississippi	\$10	\$10					
Missouri	\$0	\$0					
Montana	\$0	\$0					
Nebraska	\$8	\$20					
Nevada	\$15	\$15					
New Hampshire	\$25	\$25					
New Jersey	\$0	\$0					
New Mexico	\$23 Life + \$23 Var	\$23 Life + \$23 Var					
New York	\$0	\$0					
North Carolina	\$20	\$20					
North Dakota	\$10	\$10					
Ohio	\$20	\$20					
Oklahoma	\$40	\$40					
Oregon	\$0	\$0					
Pennsylvania	\$15	\$15					
Rhode Island	\$25	\$25					
South Carolina	\$40	\$40					
South Dakota	\$10	\$20					
Tennessee	\$15	\$15					
Texas	\$10	\$10					
Utah	\$0	\$0					
Vermont	\$60 Life + \$60 Var	\$60 Life + \$60 Var					
Virginia	\$14	\$14					
Washington	\$20	\$20					
West Virginia	\$25	\$25					
Wisconsin	\$7	\$24					
Wyoming	\$15	\$15					
<b>TOTAL FEES DUE</b>							\$
<i>*Make check payable to Union Central</i>							

\*If payment is not remitted with this form, the FEES will be deducted from your compensation.

The Company takes seriously our commitment to the principles and guidelines presented in this publication. Should you become aware of a violation of one or more of the principles, guidelines, or policies presented in this Guide, it is your responsibility to report the violation to the home office. Reports, preferably in writing, are to be made to the Company's Corporate Compliance Officer. All reports will be handled in the strictest confidence and will be investigated.

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

### Questions and Approvals

Questions on the topics and issues in this Guide may be directed to the Company's Corporate Compliance Officer. Whenever a situation requires interpretation and/or approval under these guidelines, you should keep a record of the interpretation or approval in your files.

### Instructions

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

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

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date

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

### For Field Associates Only:

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

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

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



Ameritas Life, Acacia Life, Union Central Life and affiliated companies

Direct Deposit Payment Disposition Information and Agreement

Employee Name: \_\_\_\_\_

Employee ID Number: \_\_\_\_\_ Today's Date: \_\_\_\_\_

I authorize the UNIFI companies (hereinafter the Company) to electronically deposit my "PAYCHECK" directly into the financial institution(s) of my choice as specified below. I have specified the dollar amount or percent that I would like to have deposited into each account. It is my understanding that the Company will send my earnings advice to my cost center, and that my funds are available for use on payday. This deposit advice will agree with the net amount shown on by bank statement. I also authorize the Company to withdraw electronically from my account(s), any sum credited in error to my account by the Company.

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

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

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

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

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

NOTE TO REGISTERED REPRESENTATIVE: Broker Dealer commissions can only be paid to one account. All securities commissions will be paid to the account listed as Deposit Number 1. Payments cannot be made to a corporation or partnership account. Ameritas may require verification of the individual ownership by the registered representative of the account.

ACCOUNT TYPES: (c) Checking (s) Savings (x) Christmas Club (i) IRA (u) Credit Union

DEPOSIT NUMBER 1

Bank Name \_\_\_\_\_
Account Number \_\_\_\_\_ Account Type \_\_\_\_\_
Percent of Net \_\_\_\_\_ or Fixed Amount \_\_\_\_\_

PAYROLL USE ONLY:

Bank Transit Number \_\_\_\_\_ Disbursement Type \_\_\_\_\_ Account Type \_\_\_\_\_

DEPOSIT NUMBER 2

Bank Name \_\_\_\_\_
Account Number \_\_\_\_\_ Account Type \_\_\_\_\_
Percent of Net \_\_\_\_\_ or Fixed Amount \_\_\_\_\_

PAYROLL USE ONLY:

Bank Transit Number \_\_\_\_\_ Disbursement Type \_\_\_\_\_ Account Type \_\_\_\_\_

DEPOSIT NUMBER 3

Bank Name \_\_\_\_\_
Account Number \_\_\_\_\_ Account Type \_\_\_\_\_
Percent of Net \_\_\_\_\_ or Fixed Amount \_\_\_\_\_

PAYROLL USE ONLY:

Bank Transit Number \_\_\_\_\_ Disbursement Type \_\_\_\_\_ Account Type \_\_\_\_\_

Table with 7 columns: PAYROLL USE ONLY, Prepared by, Date, Input by, Date, Verified by, Date