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## LICENSING REQUIREMENTS

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Please include the following requirements and Fax to **425-453-0909**  
Or E-Mail to **Contracting@theannuitysourceinc.com**

### **Contracting Requirements**

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- Completed Contracting Packet
- Copies of all Resident and Non-Resident Licenses
- Current E&O Coverage Declaration Page
- Voided Check for EFT
- If you answered “yes” to any question re: special circumstances, please include an Explanation Document.

### **Training Requirements**

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- If you are submitting new business with contracting, please provide a copy of the client application. Also please ensure you have completed the Carrier Product Training PRIOR to dating any new business.
- If applicable, provide a copy of your NAIC state required suitability training completion certificate.
- Please complete your AML Training via the LIMRA site.

<https://aml.limra.com>

**Username:** First four letters of last name and last six of the social - all lowercase

**Password:** First time users will use the last name (lowercase)

**Licensing Questions please call:**

**800-743-4930**

[www.theannuitysourceinc.com](http://www.theannuitysourceinc.com)

**Producer Appointment - Transmittal Form**

Products and financial services provided by  
The State Life Insurance Company®  
a ONEAMERICA® company  
P.O. Box 406  
Indianapolis, IN 46206  
Fax (317) 285-5242



Please complete the below form and return with required documents. We will process your appointment upon receiving all completed paperwork and supporting documents.

- New Producer     Hierarchy Change     Other

**PRODUCER INFORMATION**

Name: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

**HIERARCHY INFORMATION**

Marketing Organization: \_\_\_\_\_ Producer Number/Role Code: \_\_\_\_\_

Producer's Direct Up-Line (if applicable): \_\_\_\_\_ Producer Number/Role Code: \_\_\_\_\_

**CHECKLIST FOR COMPLETION**

**Required Documents:**

- Completed Transmittal
- Individual Appointment Paperwork
- Broker's Contract  
*(completed by individual or entity receiving commissions)*
- State LTCTraining Certificate
- Corporate Contracting Paperwork *(if applicable)*
- Assignment of Commissions Form *(if applicable)*
- Background Check Form

**Supplemental Requirements:**

- 4-Hour NAIC Annuity Suitability Training\*
- Completion of State Life Product Training\*
- Completion of Indexed Annuity Care Training\*\*
- Release letter from previous IMO\*\*\*

\*required if selling any annuity products, including Asset Care II and III in an NAIC state

\*\*required if selling Indexed Annuity Care

\*\*\*required if business has been written within the last six months

**E-MAIL COMMUNICATIONS**

**Licensing Inquiries:**

Name: \_\_\_\_\_ E-mail: \_\_\_\_\_

**New Business:**

Name: \_\_\_\_\_ E-mail: \_\_\_\_\_

**SPECIAL NOTES**

SUBMIT THIS TRANSMITTAL AND ALL DOCUMENTS VIA ONE OF THE FOLLOWING:

Fax (preferred method): (317) 285-5242

E-mail: [licensing.corpfin@oneamerica.com](mailto:licensing.corpfin@oneamerica.com)

*Care Solutions*  
*Individual*  
*Contracting Packet*



*Products and financial services provided by*  
**THE STATE LIFE INSURANCE COMPANY®** | *a ONEAMERICA® company*  
*One American Square, P.O. Box 368 | Indianapolis, Indiana 46206-0368 | 1-800-553-5318 | [www.oneamerica.com](http://www.oneamerica.com)*

**Appointment Application  
for Individuals**  
(with Commission Assignment)

*American United Life Insurance Company®  
a ONEAMERICA® company  
One American Square  
P.O. Box 368  
Indianapolis, IN 46206-0368  
Fax (317) 285-5242*

*The State Life Insurance Company®  
a ONEAMERICA® company  
P.O. Box 406  
Indianapolis, IN 46206  
Fax (317) 285-5242*



**Personal Data**

Name \_\_\_\_\_

Social Security Number \_\_\_\_\_ Date of Birth \_\_\_\_\_

Recruiter Number \_\_\_\_\_

Residence Address \_\_\_\_\_ Business Name and Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Residence Phone # \_\_\_\_\_ Business Phone # \_\_\_\_\_

E-mail Address: \_\_\_\_\_ Fax # \_\_\_\_\_

**Please check your responses to the following questions. "Yes" responses require full disclosure on a separate sheet.**

The "YES" answer should be checked if, at the time this application is completed, the applicant has any knowledge of current circumstances which would make a "NO" answer misleading or incomplete.

1. Has any court, state or federal regulatory agency or exchange ever entered an order against you involving insurance, investments, securities or fraud?  Yes  No
2. Has any disciplinary action, including but not limited to, refusal, suspension, or revocation, ever been taken by any state or federal regulatory agency against you or any business with which you have been directly connected?  Yes  No
3. Have you ever, at any time, filed personal bankruptcy or been declared bankrupt (including Chapter 7, 11, or 13?)  Yes  No
4. Do you currently have any unsatisfied judgments, liens, collection items or accounts more than 120 days past due?  Yes  No
5. Have you ever been arrested, convicted, pled guilty or "nolo contendere" to any of the following:
  - a.) A felony  Yes  No
  - b.) A misdemeanor involving or pertaining to investments, insurance, commodities, futures, banking, false statements or omissions, theft, wrongful taking of property, bribery, forgery, counterfeiting, extortion, perjury, burglary, fraud, moral turpitude, or conspiracy to commit any of the forgoing?  Yes  No
  - c.) Any offense other than a minor traffic violation?  Yes  No
6. Has any bonding company ever denied your application or suspended, revoked, or paid a claim on your behalf?  Yes  No
7. Has any person ever complained to an insurance company, insurance department, FINRA, NYSE, SEC, or other agency about your conduct as an insurance producer?  Yes  No
8. Has any insurance company or securities firm terminated or suspended your appointment for reasons other than at your request or for low production?  Yes  No

Violent Crime Control and Law Enforcement Act of 1994 (the "Act"): The Act makes it a federal crime to knowingly make false material statements in financial reports submitted to insurance regulator, embezzle or misappropriate monies or funds of an insurance company, or make material false entries in the records of an insurance company in an effort to deceive officials of the company or regulators regarding the financial condition of the company, or obstruct an investigation by an insurance regulator. The Act also makes it a federal crime for individuals who have been convicted of a felony involving dishonesty, breach of trust, or any of the offense previously listed to willfully participate in the business of insurance.

Will you be in violation of the Violent Crime Control and Law Enforcement Act of 1994 if you act as an insurance agent?  Yes  No

By signing below, I affirm that the responses entered onto this Appointment Application for Individuals are true and complete. If I submit this Appointment Application other than as an original, I agree that the form has not been altered and that my signature shall be deemed an original signature for all purposes related to this Appointment Application.

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); (2) I am not subject to backup withholding because (a) I am exempt from backup withholding, (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 US person (including a US resident alien).

By signing below, I acknowledge that a facsimile, photocopy, or electronic copy of this application shall be as valid as the original.

Signature \_\_\_\_\_

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

SSN \_\_\_\_\_

DOB \_\_\_\_\_

Date \_\_\_\_\_

**Appointment Application for Individuals**  
(with Commission Assignment)

Products and financial services provided by  
The State Life Insurance Company®  
a ONEAMERICA® company  
P.O. Box 406  
Indianapolis, IN 46206  
Fax (317) 285-5242



Home Office use only

**Additional Personal Data**

Name \_\_\_\_\_

**REQUEST FOR ASSIGNMENT OF COMMISSIONS**

If your commissions are to be made payable to a corporation, please complete the following section.

Please note you may only assign commissions to licensed corporations unless otherwise permitted by the state insurance department. An appointment application for corporations must also be completed by an officer of the corporation (unless already on file).

Please pay all commissions generated on my behalf to \_\_\_\_\_

Under the following corporation tax identification number \_\_\_\_\_

Applicant's signature \_\_\_\_\_ Date \_\_\_\_\_

**Background Check Disclosure  
and Authorization Form**

Products and financial services provided by  
American United Life Insurance Company<sup>®</sup>  
a ONEAMERICA<sup>®</sup> company  
One American Square, P.O. Box 368  
Indianapolis, IN 46206-0368  
(317) 285-1877  
Fax (317) 285-5241



The applicant for insurance and/or securities appointment acknowledges that OneAmerica Financial Partners, Inc. and its insurance companies (collectively, "OAFP") may now, or at any time while appointed, verify information within the application, resume or contract for appointment. In the event that information from the report is utilized in whole or in part in making an adverse decision, before making the *adverse decision*, we will provide to you a copy of the consumer report and a description in writing of your rights under the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.*

Please be advised that we may also obtain an *investigative consumer report* including information as to your character, general reputation, personal characteristics, and mode of living. This information may be obtained by contacting your present and previous employers or references supplied by you. Please be advised that you have the right to request, in writing, within a reasonable time, that we make a complete and accurate disclosure of the nature and scope of the investigation requested.

Additional information concerning the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.*, is available at the Federal Trade Commission's web site (<http://www.ftc.gov>). For more information, including information about additional rights, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

**By signing below, I hereby authorize all entities having information about me, including present and former employers, personal references, criminal justice agencies, departments of motor vehicles, schools, licensing agencies, FINRA, National Insurance Producer Registry (NIPR), Vector One, and credit reporting agencies, to release such information to the company or any of its affiliates or carriers. I acknowledge and agree that this Background Check Disclosure and Authorization Form shall remain valid and in effect during the term of my contract subject to applicable laws.**

Date: \_\_\_\_\_ Signature of Applicant: \_\_\_\_\_

Print Name: \_\_\_\_\_





**Special Notice for Consumer Credit Report Review**  
**CALIFORNIA LABOR CODE SECTION 1024.5**

California's new labor code provision severely restricts an employer's ability to conduct credit checks on employees. Labor Code 1024.5 only allows employers to conduct credit checks for employees who meet one of the following categories:

- A managerial position.
- A position in the State Department of Justice.
- That of a sworn peace officer or other law enforcement position.
- A position for which the information contained in the report is required by law to be disclosed or obtained.
- A position that involves regular access, for any purpose other than the routine solicitation and processing of credit card applications in a retail establishment, to all of the following types of information of any one person:
  - (A) Bank or credit card account information.
  - (B) Social security number.
  - (C) Date of birth.
- A position in which the person is, or would be, any of the following:
  - (A) A named signatory on the bank or credit card account of the employer.
  - (B) Authorized to transfer money on behalf of the employer.
  - (C) Authorized to enter into financial contracts on behalf of the employer.
- A position that involves access to confidential or proprietary information, including a formula, pattern, compilation, program, device, method, technique, process or trade secret that (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who may obtain economic value from the disclosure or use of the information, and (ii) is the subject of an effort that is reasonable under the circumstances to maintain secrecy of the information.
- A position that involves regular access to cash totaling ten thousand dollars (\$10,000) or more of the employer, a customer, or client, during the workday.

**EXEMPT INDUSTRIES:** This section does not apply to a person or business subject to Sections 6801 to 6809, inclusive, of Title 15 of the United States Code and state and federal statutes or regulations implementing those sections if the person or business is subject to compliance oversight by a state or federal regulatory agency with respect to those laws. Sections 6801 to 6809 include the following industries (which are excluded from this law):

- National banks, Federal branches and Federal agencies of foreign banks, and any subsidiaries of such entities (except brokers, dealers, persons providing insurance, investment companies, and investment advisers), by the Office of the Comptroller of the Currency;
- Member banks of the Federal Reserve System (other than national banks), branches and agencies of foreign banks (other than Federal branches, Federal agencies, and insured State branches of foreign banks), commercial lending companies owned or controlled by foreign banks, organizations operating under section 25 or 25A of the Federal Reserve Act [12 U.S.C. 601 et seq., 611 et seq.], and bank holding companies and their nonbank subsidiaries or affiliates (except brokers, dealers, persons providing insurance, investment companies, and investment advisers), by the Board of Governors of the Federal Reserve System;
- Banks insured by the Federal Deposit Insurance Corporation (other than members of the Federal Reserve System), insured State branches of foreign banks, and any subsidiaries of such entities (except brokers, dealers, persons providing insurance, investment companies, and investment advisers), by the Board of Directors of the Federal Deposit Insurance Corporation; and
- Savings associations the deposits of which are insured by the Federal Deposit Insurance Corporation, and any subsidiaries of such savings associations (except brokers, dealers, persons providing insurance, investment companies, and investment advisers), by the Director of the Office of Thrift Supervision.
- Under the Federal Credit Union Act [12 U.S.C. 1751 et seq.], by the Board of the National Credit Union Administration with respect to any federally insured credit union, and any subsidiaries of such an entity.
- Under the Securities Exchange Act of 1934 [15 U.S.C. 78a et seq.], by the Securities and Exchange Commission with respect to any broker or dealer.

- Under the Investment Company Act of 1940 [15 U.S.C. 80a-1 et seq.], by the Securities and Exchange Commission with respect to investment companies.
- Under the Investment Advisers Act of 1940 [15 U.S.C. 80b-1 et seq.], by the Securities and Exchange Commission with respect to investment advisers registered with the Commission under such Act.
- Under State insurance law, in the case of any person engaged in providing insurance, by the applicable State insurance authority of the State in which the person is domiciled, subject to section 6701 of this title.
- Under the Federal Trade Commission Act [15 U.S.C. 41 et seq.], by the Federal Trade Commission for any other financial institution or other person that is not subject to the jurisdiction of any agency or authority under paragraphs (1) through (6) of this subsection.

**Para informacion en español, visite [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.**

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

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment - or to take another adverse action against you - must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your "file disclosure"). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
  - a person has taken adverse action against you because of information in your credit report;
  - you are the victim of identity theft and place a fraud alert in your file;
  - your file contains inaccurate information as a result of fraud;
  - you are on public assistance;
  - you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A Consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to an employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).
- **You may limit "prescreened" offers of credit and insurance you get based on information in your credit report.** Unsolicited "prescreened" offers for credit and insurance must include a toll-free phone number you can call if you chose to remove your name and address from the lists these offers are based on. You may opt out with the nationwide credit bureaus at 1-888-567-8688.
- **You may seek damages from violators.** If a consumer reporting agency, or in some cases a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

**States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights contact:**

TYPE OF BUSINESS	CONTACT
1. a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates.  b. Such affiliates that are not banks, savings associations, or credit unions also should list in addition to the CFPB:	a. Consumer Financial Protection Bureau 1700 G Street NW Washington, DC 20552  b. Federal Trade Commission: Consumer Response Center-FCRA Washington, DC 20580 (877) 382-4357
2. To the extent not included in item 1 above:  a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks  b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act  c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations  d. Federal Credit Unions	a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050  b. Federal Reserve Consumer Help Center P.O. Box 1200 Minneapolis, MN 55480  c. FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106  d. National Credit Union Administration Office of Consumer Protection (OCP) Division of Consumer Compliance and Outreach (DCCO) 1775 Duke Street Alexandria, VA 22314
3. Air Carriers	Asst. General Counsel for Aviation Enforcement & Proceedings Aviation Consumer Protection Division Department of Transportation 1200 New Jersey Avenue, S.E. Washington, DC 20590
4. Creditors Subject to Surface Transportation Board	Office of Proceedings, Surface Transportation Board Department of Transportation 395 E Street, S.W. Washington, DC 20423
5. Creditors Subject to Packers and Stockyards Act, 1921	Nearest Packers and Stockyards Administration area supervisor
6. Small Business Investment Companies	Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, S.W., 8th Floor Washington, DC 20416
7. Brokers and Dealers	Securities and Exchange Commission 100 F Street, N.E. Washington, DC 20549
8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations	Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090
9. Retailers, Finance Companies, and All Other Creditors Not Listed Above	FTC Regional Office for region in which the creditor operates or Federal Trade Commission: Consumer Response Center - FCRA Washington, DC 20580 (877) 382-4357

**Business Information Group, Inc.**  
**A Vertical Screen® Company**  
**Attn: Consumer Disclosure**  
**P.O. Box 541, Southampton, PA 18966**  
**Toll-free phone – 800-260-1680**

**Broker's Contract For the Affiliated Insurance Companies of OneAmerica®**

American United Life Insurance Company®  
a ONEAMERICA® financial partner  
One American Square, P.O. Box 368  
Indianapolis, IN 46206-0368  
(317) 285-1877



**American United Life Insurance Company:**

**Employee Benefits**

**Retirement Services**

**The State Life Insurance Company**

THIS CONTRACT is made and entered into by and between the company indicated by check mark in one of the boxes above, hereinafter called "Company", and

\_\_\_\_\_  
(Print broker's name)  
hereinafter called the "Broker".

This Contract will be effective on the date indicated by the Company on the last page of this Contract.

The Broker is now and in the future shall be and shall comport himself or herself at all times as an independent contractor of the Company. Nothing contained in this Contract shall be construed to create the relationship of employer and employee, principal and agent, joint venturers, partners, affiliates, or other similar relationship between the Company and the Broker.

**1. Authority Of Producer**

- A. Following proper appointment with Company, the Broker is authorized to sell Company's products, contingent on Broker's compliance with the instructions of the product applications and the Company regulatory compliance practices.
- B. The Broker may recommend other producers (hereafter referred to as "Sub-brokers") for appointment by the Company within the hierarchy of the Broker. The Company will directly pay the Sub-broker's compensation to the Sub-broker if such Sub-broker is directly contracted with the Company, but the Broker is solely responsible to pay the compensation to any Sub-Brokers not directly contracted with the Company (provided the Sub-broker being paid is licensed by the appropriate state(s) and is appointed by the Company), and Broker and shall indemnify and hold Company harmless for said Sub-Broker's compensation.
- C. The Broker is authorized to deliver policies only after payment of the first premium and upon compliance with the terms, conditions and provisions of such policies and the delivery requirements established by the Company. Broker shall promptly remit to the Company all funds collected.
- D. The Broker shall not have or represent to others that Broker has the power to make, alter or discharge any contract, waive any forfeiture, extend the time for or waive payment of any premium, or incur any obligation or liability for which the Company shall be responsible.

- E. The Broker shall not use any advertising with respect to the Company in any publication whatsoever or distribute any circulars, letters, or promotional literature that reference the Company or its products without prior written authorization of the Company.
- F. The Broker shall not misrepresent or omit information entered onto any application or supplemental documents.
- G. Broker has no authority to make any representations to any applicant, policyholder, or insured as to benefits due on any claim or potential claim. All decisions related to claims are within the sole discretion of the Company.
- H. The Broker shall not pay or allow payment of any rebate of premiums or compensation in any manner, directly or indirectly, nor accept business from or pay any compensation to (1) a broker whose name does not appear on the application or (2) any person not properly state licensed and appointed with the Company.
- I. The Company is affiliated with the other insurance companies shown on the first page of this Contract. Pursuant to this Contract, those companies may agree to appoint Broker to solicit business on behalf of those affiliated companies. In that event, the provisions, terms, and conditions of this Contract will extend to Broker's activities on behalf of those other affiliated companies.

**2. Duties Of Broker**

**A. General Duties**

The Broker shall exercise his/her own independent and prudent judgment as to time, place, and manner of performing services under this Contract and selecting persons to be solicited and time and place of solicitation.

**B. Expenses**

The Broker shall furnish his/her own resources necessary to his/her performing services under this Contract, including but not limited to equipment, office space, furniture, assistants, supplies, and appropriate state and federal licensing (as applicable.) All expenses incurred by Broker in performing under this Contract, together with all local and municipal license fees and taxes (including but not limited to occupational and privilege taxes) imposed on the Broker are the obligation of Broker.

C. *Remittances and Reports*

The Broker shall remit to the Company all monies or other property belonging to Company not later than the business day next succeeding the day in which such monies or property is received by him. Broker is responsible for the safekeeping of Company money and Company property in Broker's possession.

D. *Records*

Broker shall keep a record of business transacted by Broker pursuant to this Contract, and the Company shall have the right to examine and copy, at Company's expense, those records when and as often as it may choose, either by the Company's employees or by its authorized representatives. This provision shall survive termination of this Contract.

E. *Conduct*

The Broker shall:

- (1) comply with all applicable state and federal laws, rules and regulations, including but not limited to those dealing with the disclosure, transmission or retention of customer information and training requirements related to suitability and other state-required training requirements imposed on insurance producers by states;
- (2) be knowledgeable of and comply with the Company's rules, regulations, policies and procedures respecting the conduct of its business, all of which are communicated to Broker either directly or via the Company's producer-only website, which website Broker has an obligation to monitor, and
- (3) conduct herself or himself so as not to adversely affect the business, good standing or reputation of Broker or the Company.

F. *Liability of Broker*

This Subsection F shall survive termination of this Contract.

The Broker shall be liable to the Company for all compensation:

- (1) received on policies or contracts that are rescinded;
- (2) advanced before the compensation is earned, if the premium or deposit for which said compensation is advanced is not paid when due;
- (3) based on unearned premiums if a policy is terminated prior to the policy anniversary; or
- (4) received upon premiums or deposits that are returned or refunded to the policy owner by the Company for any reason.

In addition, the Broker shall be liable to repay the Company for:

- (1) any premiums or deposits collected by Broker that are not timely remitted to the Company;

- (2) Company property or money entrusted to Broker that is lost, stolen, or damaged;
- (3) Rebates paid directly or indirectly to policy or contract owners, or
- (4) Broker's outstanding debit balance.

Payment for Broker's liability pursuant to this Subsection F shall be made in cash or by charge against the Broker's future compensation, at the option of the Company.

To secure and enforce the Broker's obligation hereunder, the Broker grants to Company an assignment of future compensation to the extent of the amount of liability to Company. Company also is entitled to set off and the lien and right of offset as described by Section 4 in addition to any and all other rights the Company may have under this Contract or other applicable law.

Broker agrees to indemnify, defend and hold harmless Company and its affiliated companies, officers, agents, and employees from any and all claims, demands, causes of action, damages, suits or costs of any kind (including attorney's fees) that may be brought against Company, whether at law or in equity, arising from or caused by any of Broker's acts or omissions, whether intentional or negligent.

G. *Privacy*

Various federal and state laws set forth requirements for the protection of Company's information. Broker agrees that Broker will maintain appropriate security measures to protect nonpublic, confidential, and personal Company and customer information (collectively "Confidential Information") in compliance with all current and future applicable state and federal requirements. All Confidential Information obtained by Broker on behalf of Company in the performance of Broker's services under this Contract shall be held in the strictest confidence by Brokers and Broker's representatives, Sub-Brokers, and office staff and shall not be used for any other purposes except to perform Broker's services under this Contract. Such Confidential Information shall not be disclosed to any third party without the express written consent of Company or as may be required by law, and Broker shall establish procedures to protect the security and confidentiality of such Confidential Information according to all applicable state and federal intellectual property, privacy, and information security laws. All Confidential Information, including but not limited to any personal financial or personal health information (e.g. name, Social Security number, medical information) in any form, including but not limited to mailing or Company customer lists, furnished to Broker or Broker's representatives, Sub-Brokers, and office staff is covered under this section. Broker will immediately notify Company's Privacy Manager in writing if a breach of personal financial or personal health information of Company customers occurs. At the termination of this Contract or when directed by Company, Broker shall (1) return or destroy (at the discretion of the Company) all paper copies and mobile data storage devices (microfilm, microfiche, tapes, diskettes, compact discs, etc.) containing Confidential Information given to Broker and (2) delete all electronic copies containing

Confidential Information. This provision shall survive termination of this Contract.

#### H. *Errors and Omission Insurance and/or Bond*

When directed by the company or required by applicable law, Broker, at his/her expense, shall acquire and maintain errors and omissions insurance coverage and/or a surety bond, through a carrier acceptable to the Company in an amount specified by the Company.

### 3. Compensation

#### A. *Writing Compensation*

- (1) The Company agrees to pay compensation to the Broker in accordance with the Company compensation schedules in effect at the relevant time. Company retains the right, at any time, to increase or decrease the rate of compensation specified and to add or delete available insurance products.
- (2) Broker will, when required by applicable laws, disclose to applicants or policy owners(s) the compensation paid by Company to Broker related to that applicant or policy owner. Broker is responsible for ascertaining whether such law is applicable in each circumstance.
- (3) Where applicable, commissions on table-rated extra premiums for a special class policy will be at the same rates as specified on the standard premiums for such policy, except for universal life insurance. There will be no commissions paid on the table-rated extra premium on universal life insurance policies. No commissions or fees will be paid on flat extra premiums for a special class policy.
- (4) Where applicable, commissions will not be paid on premiums for short-term life insurance or on interest on premiums.
- (5) If any policy lapses and is subsequently reinstated, commissions will be paid in accordance with the Company's commissions practices in effect at that time.
- (6) When:
  - (a) Any term insurance policy or rider is converted to another policy; or
  - (b) Any new policy, in the judgment of the Company, replaces an existing policy, or replaces a policy that is lapsed, canceled, or surrendered in accordance with existing Company policy,commissions will be paid pursuant to the then-established practices of the Company irrespective of the compensation schedule in effect at that time.
- (7) Any compensation paid to Broker based on premium returned to the customer shall be forfeited and become a debt owed to the company by the Broker. This provision survives termination of the contract.

#### B. *Forfeiture of All Compensation*

The Broker shall forfeit all then-unpaid compensation and shall not earn, accrue or be entitled to any future compensation if s/he:

- (1) violates any of the applicable insurance laws, including but not limited to twisting and rebating;
- (2) induces policyholders of the Company to lapse or otherwise terminate their contracts with the Company (unless such termination is in the best interest of the client);
- (3) withholds or converts to his/her own use or for the benefit of others any funds belonging to the Company or belonging to the policy or contract owners or beneficiaries of the Company;
- (4) fails to submit any applications for policies or contracts;
- (5) fails to maintain appropriate state or federal insurance or securities licensure, or becomes subject to administrative action regarding licensure; or
- (6) fails to comply with any of this Contract's terms.

This provision shall survive termination of this Contract.

### 4. Company Lien and Offset

The Company shall at all times have a lien on compensation due or to become due to the Broker or his estate to the extent of any indebtedness of the Broker to the Company whether arising under this Contract or otherwise. The Company may at any time offset against such compensation the amount of any such indebtedness. This provision shall survive termination of this Contract.

### 5. Termination

#### A. *Automatic Termination*

This Contract shall automatically terminate upon the occurrence of the following:

- (1) The death of the Broker;
- (2) The date of the signing of any subsequent contract between the Broker and the Company.

#### B. *Voluntary Termination*

- (1) The Company may immediately terminate the Contract if the Broker:
  - (a) withholds or converts to the use of Broker or others any funds belonging to the Company, its policy or contract holders or their beneficiaries;
  - (b) fails to timely submit any application for a policy or contract; or
  - (c) Fails to comply with any of this Contract's terms, duties or responsibilities.



- (2) Either party may terminate this Contract at any time by giving ten business days advance written notice of such termination to the other.
- (3) Notice of termination shall be effective when placed in the US Mail, postage prepaid to the last known business address of the party to whom notice is sent.

## 6. Assignment

No assignment of this Contract or any rights hereunder shall be binding on the Company without its written consent, and any such assignment shall be subject to the rights of the Company pursuant to this Contract. This provision shall survive termination of this Contract.

## 7. General Provisions

### A. Final Decision on Contracts Written

The Company may at its sole discretion reject or postpone any application or offer an insurance policy or contract of a different kind, date, amount or at a different premium rate.

### B. Statement of Account

The Company will at reasonable intervals make available to the Broker a statement of Broker's compensation and amounts owed by Broker to Company, and the Broker shall submit any objection to such statement, including the basis of the objection, in writing to the Company within sixty days after the Company made the statement available to the Broker. Broker's failure to object to a statement within those sixty days will act as Broker's waiver of any and all objections to the statement. This provision shall survive termination of this Contract.

### C. Trust Funds

All monies collected from customers by Broker shall constitute trust funds, separate and distinct from all other funds of the Broker, and shall not be subject to any commingling or use whatsoever by Broker. All such monies shall be remitted to the Company as prescribed in Section 2, Subsection C of this Contract. This provision shall survive termination of this Contract.

### D. Forbearance

The forbearance or neglect of the Company (whether continuing or not) to insist upon the strict compliance by the Broker with any of the provisions of this Contract shall not be construed as a waiver of any of the Company's rights or privileges pursuant to this Contract. No waiver of any right or privilege of the Company arising from any default or failure of performance by the Broker shall affect the Company's rights or privileges in the event of a further default or failure of performance.

### E. Patriot Act Compliance

Broker agrees to cooperate fully with the Company and do all things necessary and requested by Company to assist Company in its compliance efforts with the USA Patriot Act

and the Bank Secrecy Act. Broker recognizes that such compliance requirements may change from time to time and agree to cooperate fully with the Company in its efforts to comply with those requirements. This provision shall survive termination of this Contract. Broker certifies and warrants that Broker undergoes anti-money laundering training at least once each calendar year.

### F. Governing Law

This Contract shall be interpreted in accordance with the laws of the State of Indiana without regard to its choice of law provisions. This provision shall survive termination of this Contract.

### G. Accuracy of Information

Broker represents and warrants to Company that, as of the Effective Date of this Contract, any information or documents provided to Company by Broker prior to the Effective Date, and the facts and other matters contained in such information or documents are true and accurate to the best of Broker's knowledge and belief.

### H. Legal and Regulatory Proceedings

When any papers, complaints or demands are delivered or served upon Broker in connection with any legal or regulatory proceedings either by or against Company or involving any of Company's insurance or annuity products, Broker shall immediately notify Company's General Counsel at Company's Home Office by a telephone call. Broker must also transmit any such documents or papers by overnight delivery or facsimile within twenty-four hours after Broker receives them. This provision shall survive the termination of this Contract.

### I. Accuracy of Information

Broker represents and warrants to Company that, as of the Effective Date of this Contract, any information or documents provided to Company by Broker prior to the Effective Date, and the facts and other matters contained in such information or documents are true and accurate to the best of Broker's knowledge and belief.

### J. Arbitration

Any non-securities-related disputes between the Broker and the Company arising in any way out of this Agreement or are connected in any way to the activities conducted under this Agreement must be resolved through binding arbitration. Such arbitration will be conducted before a panel of three arbitrators in accordance with this Agreement, the Federal Arbitration Act, and the Commercial Rules of the American Arbitration Association (AAA). The panel members must be disinterested current or former executive officers of insurance companies each of which has at least ten years of experience in the insurance industry. The panel members may not be current or former directors, officers or employees of the parties to this Agreement or their respective affiliates or subsidiaries. Each party shall bear its own legal and related expenses and shall share the expenses of the arbitration



panel. All arbitration hearings shall take place in Indianapolis, Indiana unless another location is agreed to by the parties.

However, any components of a dispute between the Broker and the Company that relate to the Company's securities products, if any, must be resolved through binding arbitration conducted in accordance with the FINRA Code of Arbitration Procedure for Industry Disputes. Disputes relating solely to non-securities insurance business activities will not be arbitrated under the Industry Code. For disputes involving both securities and non-securities issues, the securities issues will proceed to resolution under the FINRA Code prior to the conduct of the arbitration under the Commercial Rules of the AAA for the resolution of the remaining issues.

The arbitrators will have no power to award any punitive or exemplary damages. The arbitrators will have no power to ignore or vary the terms of this Agreement. The arbitrators must follow controlling law. The award of the arbitrators may be entered as a judgment in any court having proper jurisdiction.

This mandatory arbitration clause does not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

This provision shall survive termination of this Contract.

K. Entire Agreement

This Contract represents the entire agreement between the parties. Any modifications, amendments, or supplemental agreements of this Contract's terms shall not be binding unless reduced to writing and signed by the Broker and an officer of the Company.

Although Broker may engage in multiple relationships with Company and the affiliated companies, unless expressly stated otherwise, only one Broker Contract with the Company shall exist at any one time and the most current dated version will automatically replace any and all previous Broker Contracts or other contracts made by the Broker and the Company or affiliated companies.

However, this contract shall not operate to relieve Broker of any debt obligation Broker incurred during the term of any preceding contracts between Broker and Company or between Broker and Company affiliates.

L. Interpretation and Construction

The captions or headings to the various articles, sections, and paragraphs are inserted only as a matter of convenience and for reference and in no way define, or limit in any way, the scope of the provisions hereof. Whenever used, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders, as well as the neuter.

IN WITNESS WHEREOF the parties have executed this Contract in duplicate as of the effective date set forth below:

Broker  
By: \_\_\_\_\_  
Printed: \_\_\_\_\_  
(Title): \_\_\_\_\_  
Date: \_\_\_\_\_  
EIN or SSN: \_\_\_\_\_  
Recruiter or General Agent: \_\_\_\_\_

Company  
Effective Date: \_\_\_\_\_ (to be entered by Company)  
By: \_\_\_\_\_  
Printed: \_\_\_\_\_  
(Title): \_\_\_\_\_

FAX completed and signed Contract to 317-285-5242 or mail to: Licensing Services, PO Box 368, Indianapolis, IN 46206-0368.

**Authorization  
Agreement for  
Electronic Funds  
Transfer**

American United Life  
Insurance Company®  
a ONEAMERICA® company  
One American Square  
P.O. Box 368  
Indianapolis, IN 46206-0368  
(317) 285-1877  
Fax (317) 285-5241

Pioneer Mutual Life Insurance Co.  
A stock subsidiary of American United  
Mutual Insurance Holding Company  
a ONEAMERICA® company  
P.O. Box 368  
Indianapolis, IN 46206-0368  
(317) 285-1877  
Fax (317) 285-5241

The State Life  
Insurance Company®  
a ONEAMERICA® company  
P.O. Box 406  
Indianapolis, IN 46206  
(317) 285-2300  
Fax (317) 285-5242



Name \_\_\_\_\_

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

Last 4 Digits of Producer's Social Security Number \_\_\_\_\_ Producer Number \_\_\_\_\_

Please indicate where you want the following checks deposited. (There is a 3-5 day prenote period and you may only change your accounts one time per year):

**If you are an OneAmerica Securities, Inc. Registered Representative commissions cannot be paid to a corporate account, they must be paid to an individual account.**

**Account 1** (please print)

Type of account:  Checking  Savings (check one)

Depository institution name \_\_\_\_\_

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

Transit/ABA Bank Number (9 digits) \_\_\_\_\_

Account Number (up to 17 digits) \_\_\_\_\_

Name(s) on account \_\_\_\_\_

I hereby authorize American United Life Insurance Company®, The State Life Insurance Co., Pioneer Mutual Life Insurance Co. and/or OneAmerica Securities, Inc., hereinafter called the Company, to initiate credit entries to my account(s) in the Depository Institution(s) to accept and to credit the amount of such entries to my account(s).

This authority is to remain in full force and effect until the Company has received written notification of its termination in such time and in such manner as to afford the Company a reasonable opportunity to act on it and in no event shall it be effective with respect to entries processed by the Company prior to the receipt of notice of termination.

The undersigned hereby agree that all entries initiated hereunder are to be governed in all respects by the rules of the National Automated Clearing House Association (NACHA) and agree(s) to be bound thereby.

\_\_\_\_\_  
(Agent/Broker Signature)

\_\_\_\_\_  
(Date)