

American Memorial Contract

Please complete all pages of the contract and send it back to Stephens-Matthews with a copy of each state license you choose to appoint in.

You are required to submit with the contract,
either a check for the appropriate appointment fees,
or submit a completed application
Your paperwork will be sent back if all requirements are not received

Send to: Fax - 888-984-2614,

E-mail - <u>sunny@stephens-matthews.com</u>, or Mail - Stephens-Matthews Marketing, Inc. P.O. Box 1208

Beverly, OH 45715

Please contact Sunny at 800-544-8250 x121 or <u>sunny@stephens-matthews.com</u> with any questions.

Check out our website www.stephens-matthews.com

^{*}The enclosed commission schedule shows 0% commissions; however, this is because commissions are being paid to Stephens-Matthews. Please sign the schedule and send it back with the contract.

INITIAL STATE APPOINTMENT FEES

STATE	STATE	RESIDENT	NONRESIDENT
AL	Alabama	\$30.00	\$30.00
AK	Alaska	No Charge	No Charge
ΑZ	Arizona	No Charge	No Charge
AR	Arkansas	No Charge to You	No Charge to You
CA	California	\$22.00	\$22.00
СО	Colorado	No Charge	No Charge
СТ	Connecticut	\$80.00	\$80.00
DE	Delaware	\$25.00	\$25.00
DC	District of Columbia	\$25.00	\$25.00
FL	Florida	\$60.00	\$60.00
GA	Georgia	\$10.00	\$10.00
HI	Hawaii	No Charge	No Charge
ID	Idaho	No Charge	No Charge
IL	Illinois	No Charge	No Charge
IN	Indiana	No Charge	No Charge
IA	lowa	\$5 or Retaliatory	\$5 or Retaliatory
KS	Kansas	\$5.00	\$5.00
KY	Kentucky	\$40.00	\$50.00
LA	Louisiana	\$20.00	\$20.00
ME	Maine	\$30.00	\$70.00
MD	Maryland	No Charge	No Charge
MA	Massachusetts	\$75.00	\$75.00
MI	Michigan	\$5.00	\$5.00
MN	Minnesota	\$10.00	\$10.00
MS	Mississippi	\$25.00	\$25.00
MO	Missouri	No Charge	No Charge
MT	Montana	No Charge	No Charge
NE	Nebraska	\$8 or retaliatory	\$8 or retaliatory
NV	Nevada	\$15.00	\$15.00
NH	New Hampshire	\$25.00	\$25.00
NJ	New Jersey	\$25.00	\$25.00
NM	New Mexico	\$20.00	\$20.00
NC	North Carolina	\$10.00	\$10.00
ND	North Dakota	\$10.00	\$10.00
ОН	Ohio	\$20.00	\$20.00
OK	Oklahoma	\$55.00	\$55.00
OR	Oregon	No Charge	No Charge
	Pennsylvania		
PA	(Pre-Appointment is	No Charge to You	No Charge to You
	Required)	-	
RI	Rhode Island	No Charge	No Charge
SC	South Carolina	No Charge to You	No Charge to You
SD	South Dakota	\$10.00	\$20.00
TN	Tennessee	\$15.00	\$15.00
TX	Texas	\$10.00	\$10.00
UT	Utah	No Charge	No Charge
VT	Vermont	\$60 or retaliatory	\$60 or retaliatory
VA	Virginia	\$12.00	\$12.00
WA	Washington	\$20.00	\$20.00
WV	West Virginia	\$25.00	\$25.00
WI	Wisconsin	\$16.00	\$50.00
WY	Wyoming	\$15.00	\$15.00
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(All fees are subject to change per DOI)

Product is Pending Final State Approval for: MT and WA, (and NY)



American Memorial Life Insurance Company®

*IMPORTANT NOTE

American memorial will not process your appointment unless either business has been received or the appointment fee is paid. Please either submit the contract with an application, or you have the option to send a check with your contract in the amount indicated on the grid to the left in accordance with the state/s you choose to appoint in. Please note, without either business, or a check, your contract will not be submitted for processing and will go incomplete.

*If you reside in a state that does not have a fee, your processing will begin even if no business is submitted.

> If sending a check, Make it payable to: American memorial and send it to: Stephens-Matthews Marketing, Inc. P.O. Box 1208 Beverly, OH 45715



American Memorial Life Insurance Company®

				Life	America Insuranc		
APPLICAT	ION F	OR APPO	NTME	NT AG	REEMEN	Γ	
APPLICANT IS AN INDIVIDU	JAL	,					
Name: Last	Fir	st	Middle	Social Se	curity Number	Date	of Birth
Home Address:			City			tate	Zip
Home Phone Number:	Home F	ax Number:		Home E-	mail		
Business Address: (Mailing)			City		S	tate	Zip
Business Phone:	Busines ()	ss Fax:		Business	E-mail		_
APPLICANT IS A BUSINESS	ENTITY						_
Full Legal Name of Entity					Taxpayer Ident	i cation	Number
Business Address: (Mailing)			City		S	tate	Zip
Business Phone:		Business Fax:	<u> </u>		Business E-mail		
State where Entity organized		Date Entity orga	nized	How long	doing business	in comn	nunity?
LICENSING INFORMATION							
You want to be appointed in wh	ich Resider	nt State?					
You want to be appointed in wh	ich Non-Re	sident States?					
When did you last complete an a	Anti-Money	Laundering cour	se?				
BANK INFORMATION FOR I	EFT (Elec	tronic Funds T	ransfer):	Please ii	nclude a voide	ed che	ck
Financial Institution:							
Transit Number:		Bank Account N	ımber:		Checking Please o	or Savi	

Please answer each question by circling the appropriate answer. Answers will be independently verified, so please respond accurately and truthfully. A "Yes" answer to any of the following questions will not automatically cause this application to be denied. Any "Yes" answer must be accompanied by a written explanation. This explanation, along, with all file and background information as a whole, may be used to evaluate this application.			ase cle ne
1.	Have you ever been charged with, or convicted of, or been indicted for, or entered a plea of guilty or nolo contendere, "no contest", or having been given probation, a suspended sentence or fine, to any criminal offense (felony, gross misdemeanor or misdemeanor), other than minor traffic violations, in any County, State or Federal Court? Please note that a background check will be used to validate your response. If yes please provide city and state of conviction and details of conviction.	Yes	No
2.	Are you now or have you ever been the subject of any lawsuit, claim, investigation or proceeding alleging breach of trust or fiduciary duty, forgery, misrepresentation, mismanagement of funds, fraud, or any other acts of dishonesty?	Yes	No
3.	Have you ever had your AGENCY/AGENT license or registration suspended or revoked, or have you ever been the subject of a professional license/registration investigation, market conduct investigation, claim proceeding, regulatory action or complaint filed with or by a state Department of Insurance?	Yes	No
4.	Are you delinquent in ANY personal or business financial obligations (including unpaid debit balances (commission charge backs) to any insurance company, consumer credit, child support, alimony or similar obligations), or are there any outstanding judgments, liens or claims against you, including delinquent tax obligations?	Yes	No
5.	Have you, or a business in which you are or were an owner, partner, officer, or director, ever filed bank-ruptcy?	Yes	No

APPOINTMENT AGREEMENT

1. APPOINTMENT A. We hereby appoint You our AGENCY/AGENT with the power to recommend for appointment to Us, Agents to solicit applications for contract of Preneed and Final Expense insurance policies, to collect only the first premiums and thereon, to service the business.

2. <u>COMPENSATION</u> A. Subject to the conditions of this Contract, AGENCY/AGENT will receive commissions on policies issued by COMPANY based on applications submitted by AGENCY/AGENT. B. Compensation will be payable according to your AGENCY/AGENT Commission Schedule for each policy issued while this contract is in effect. Commissions will be paid only after premium has been paid and accepted by COMPANY. C. At any time, COMPANY may change any provision of this Contract or Commission Schedule. D. At any time, COMPANY may change any provision of this Contract or Commission Schedule; due to Regulatory change notifications.

Commission payment selection:
☐ Weekly – Friday
Biweekly – Monday, Wednesday
If no selection is made, the default will be hiweekly

3. DUTIES AND OBLIGATIONS OF AGENCY/AGENT A. AGENCY/AGENT will be governed by the terms and conditions of the Contract and such rules and regulations as COMPANY has established or may in the future establish. COMPANY may change or establish new rules and regulations at any time. B. AGENCY/AGENT will make full disclosure to COMPANY of all factors known to AGENT which might affect the underwriting of risks, including background history of applicants. C. As an independent contractor, AGENCY/AGENT will exercise independent judgment in performing his/ her duties in the contract. No rule or regulation of COMPANY shall be deemed to create an employment relationship. D. AGENCY/AGENT will, at all times, act in the best interest of COMPANY. E. AGENCY/AGENT may recruit, train, and maintain an AGENT force ("AGENT's sub-agents") to sell the policies provided by COMPANY. (a) All sub-agent contracts must be on approved forms, and will not be effective until accepted by COMPANY. Each sub-agent recruited must be properly licensed and appointed under the laws of each jurisdiction where the sub-agent does business. COMPANY may refuse to contract with any sub-agent or terminate any contract made with any sub-agent, with or without cause. AGENCY/AGENT may request that COMPANY terminate its contract with a sub-agent, but AGENCY/AGENT does not have the authority to change or terminate any contract without COMPANY's consent. (b) With COMPANY's consent, AGENCY/AGENT may submit for COMPANY's approval, the names of licensed sub-agents that have contracted directly with AGENCY/AGENT to sell COMPANY's products. COMPANY may refuse to appoint any sub-agent or terminate the appointment of any sub-agent. COMPANY is not obligated in any way to explain why it chose not to appoint an agent or sub-agent. If AGENCY/AGENT contracts directly with its sub-agents, AGENCY/AGENT will be solely responsible for payment of compensation due to such sub-agents, and COMPANY has no responsibility to pay compensation to AGENCY/AGENT's sub-agents. (c) A sub-agent will immediately cease to operate under AGENCY/AGENT's authority under any one of the following circumstances: (i) AGENCY/AGENT terminates its relationship with the sub-agent in any manner; or (ii) The sub-agent terminates its relationship with AGENCY/AGENT in writing with a copy to COMPANY; or (iii) This contract is terminated.

- 4. GENERAL PROVISIONS A. Fiduciary: The AGENCY/AGENT does not have the authority to receive monies for COMPANY, except the initial premium on insurance policies solicited by AGENT. All premium funds accepted must be immediately forwarded to COMPANY. Pending transmission, all premiums or other monies collected by AGENT and his/ her sub-agents will be held as trust funds, will be kept apart from AGENCY/AGENT's own or other funds, and will not be used by the AGENCY/AGENT as a set-off against any commissions or monies due or claimed to be due from COMPANY. B. Advertisements: No advertisements or other printed matter regarding Company business shall be used, altered or duplicated in anyway by Agency/Agent or his sub-agents until it has been approved in writing by Company. A noneditable version of the form can be housed as read access only and may be printed to be submitted with original signatures. Any non-approved changes may result in termination of this contract. C. Property: All printed matter or other supplies furnished to AGENCY/AGENT by COMPANY, books and accounts, and policyholder lists used by AGENCY/AGENT are the property of COMPANY and will be promptly returned to COMPANY not less than fifteen (15) calendar days upon termination of this Contract. All COMPANY information obtained by AGENCY/AGENT while this contract is in force will be confidential, and will not be disclosed by AGENCY/AGENT without COMPANY's written consent. D. Assignments: AGENCY/AGENT will not have the right or the power to assign all or part of this Contract, nor any commissions payable, unless the assignment is first approved in writing by COMPANY. E. Unauthorized Acts: AGENCY/AGENT will not, nor will AGENCY/AGENT permit any sub-agent to, perform the following acts on behalf of COMPANY: (i) incur any indebtedness or liability; (ii) make, alter or discharge contracts; (iii) waive forfeitures; (iv) quote rates other than as quoted by COMPANY; (v) extend the time for payment of any premium; (vi) waive payment in cash; or (vii) violate any insurance law; (viii) take any action which requires licensing and/or appointment in any state in which AGENCY/AGENT or any subagent is not authorized to take the action: (ix) collect any renewal premium for a policy other then the first initial premium. F. You will remain personally responsible for any uncollected debts of your subagents such as chargebacks. This includes all agents or subagents in your hierarchy. We will offset against any claim for compensation hereunder any debt or debts now due or that may become due at any time from You to Us and such debt or debts shall be a first lien thereon. Your account will be charged with your subagent's indebtedness within ninety (90) calendar days or later after your agent is charged with a chargeback. Any lien created by this Contract will not be extinguished by the end of the contract, and will be in addition to any rights of collection existing under state law. G. Consent to Jurisdiction; Attorney's Fees: This Contract will be construed in accordance with the procedural and substantive laws of the state of South Dakota. Should any legal action be taken to enforce this Contract's terms, AGENCY/AGENT consents to service of process and to jurisdiction of the state courts of Pennington County, South Dakota. In the event of legal action arising out of this Contract, the prevailing party will be entitled to recover reasonable attorney's fees, costs and disbursements. H. Bonding; Legal Action: (i) AGENCY/AGENT will furnish on demand a bond satisfactory to COMPANY; (ii) AGENCY/AGENT will pay COMPANY on demand all sums, expended by COMPANY in answering or defending any legal proceeding involving AGENCY/AGENT.
- 5. <u>PAYMENT OF COMPENSATION</u> A. COMPANY will provide a commission statement to AGENCY/AGENT as requested on Exhibit A showing all activity on AGENCY/AGENT's account. AGENCY/AGENT will have ninety (90) days from receipt of each statement to report, in writing, any dispute with the content of the statement. Failure to notify COMPANY of any dispute with the commission statement within the ninety (90) days will constitute waiver by AGENCY/AGENT of the right to further audit of AGENCY/AGENT's account. B. If AGENT is a living person, in the event of AGENT's death while this Contract is in force (unless AGENT has given COMPANY written instruction to do otherwise and subject to any assignment) COMPANY will pay all compensation which would otherwise be paid to AGENT, as it accrues, to AGENT's surviving spouse and, at the surviving spouse's death, to the estate the of surviving spouse. If AGENT dies leaving no spouse surviving, compensation will be payable to AGENT's estate. Payments will begin only after all debts to COMPANY have been satisfied. Payment by COMPANY under this provision will relieve COMPANY of all liability for such compensation. C. If, in any calendar year, total compensation paid to AGENCY/AGENT is less than \$50.00, no further compensation shall be payable to AGENCY/AGENT.
- 6. GENERAL PROVISIONS RELATING TO COMMISSIONS AND CHARGEBACKS A. Commission for any increase to the Policy Face Amount, regardless of whether treated as a cancellation and reissue or a new policy, will be based on the net increase in the Policy Premium Amount. B. Commissions will be paid according to premiums received. Commissions may be advanced as agreed in the "Commission Advance Addendum to Agent's Contract". i. Earned commission is not subject to chargeback. However, earned commission will be reversed if the associated premium transaction is reversed at any time during the life of the contract. C. Commission will not be paid on premiums waived or on premiums paid pursuant to a premium loan provision in a policy. D. Chargebacks: i. If Company refunds any premium on a policy issued pursuant

to this Agreement, Company may chargeback any and all Commission paid on such policy. ii. If Company, as a result of misappropriation by Agent, any of Your Subagents, credits any of its funds to a policy issued pursuant to this Agreement, Company will chargeback all Commission paid on such policy. iii. If, on or prior to the first year policy anniversary any of the following events occur, Company will chargeback all Commissions not yet earned. Lapse, Surrender, Exercise of Nonforfeiture Option, automatic Premium Loan, Policy Loan, Death of Insured, Decrease in Policy Face Amount (based on net premium).

- 7. ASSIGNMENT OF COMMISSIONS A. If elected, the AGENCY/AGENT may assign, transfer and set over to the Assignee all of AGENCY/AGENT's right, title and interest to any commissions otherwise payable by the COMPANY to AGENCY/AGENT under the provisions terms and conditions of this contract. B. It is expressly agreed that the COMPANY is hereby authorized to pay commissions as and when same shall become due to Assignee and payment of the commissions to Assignee will fully discharge the COMPANY of and from any and all liability to the AGENCY/AGENT with respect to the commissions so paid. This section is subject to the prior right of the COMPANY under the terms of said contract to deduct from commissions any indebtedness which may be due from AGENCY/AGENT to COMPANY. C. If any indebtedness remains upon AGENCY/AGENT's termination from COMPANY, then AGENCY/AGENT agrees COMPANY shall have first lien on any other commissions payable to AGENCY/AGENT from any other insurance company or AGENCY/AGENT or entity ("other commissions"). AGENCY/AGENT also agrees that up to 20% of any other commission payable or any other source of such received from an insurance company shall be immediately assigned and paid to COMPANY until AGENCY/AGENT's indebtedness to COMPANY is satisfied.
- 8. TERMINATION A. Without Cause. AGENCY/AGENT's appointment and this Contract can be ended automatically without cause by either COMPANY or AGENCY/AGENT upon sending written notice to the last known address of the other party by first class mail, return receipt requested. B. Automatic. AGENCY/AGENT's appointment and this Contract will be ended automatically, without notice, by the total physical or mental disability, death, dissolution, insolvency, or bankruptcy of AGENCY/AGENT. C. For Cause. COMPANY may end this Contract for cause by sending AGENCY/ AGENT, at AGENCY/AGENT's last known address, a written notice of termination which will be effective immediately upon the mailing of the notice. This Contract may be ended for cause if in the sole viewpoint of the Company: (1) In order to induce COMPANY to enter into this Contract AGENCY/AGENT has furnished materially false financial or biographical or other information or has failed to disclose unfavorable information of a material nature; or (2) AGENCY/AGENT, at any time without written consent of COMPANY, attempts to induce any other AGENCY/AGENT, broker, employee or funeral service professional associated with COMPANY to discontinue that individual's association with COMPANY, or induces or attempts to induce a policyholder of COMPANY to relinquish a policy of COMPANY; or (3) AGENCY/AGENT has knowingly failed in any manner to comply with the terms of this Contract or any prior agreement between AGENCY/ AGENT and COMPANY, or COMPANY's rules and regulations currently in force. If this Contract is ended without cause, and cause is later found to exist, then AGENCY/AGENT's rights will end from the date of the act giving rise to the later termination for cause. If this Contract is ended for cause, all claims of AGENCY/AGENT under any prior agreement between AGENCY/AGENT and COMPANY entered into prior to AGENCY/AGENT's termination For Cause, including claims for payment of any sums of money, will be ended and AGENCY/AGENT will receive no further compensation from COMPANY. AGENCY/AGENT will reimburse COMPANY for any costs, including attorney fees that COMPANY incurs in recovering funds wrongfully withheld or any other property belonging to COMPANY or to an applicant for insurance, or for the defense of any action where COMPANY is charged with the violation of the insurance laws of any state by reason of AGENCY/AGENT's conduct. Compensation payable after termination - Vesting - Compensation payable to Agent shall be immediately vested.
- 9. <u>MARKETING SUCCESS</u> A. We do not represent or guarantee that any sales or marketing initiatives and/or programs contemplated under this Agreement will achieve any certain level of success.
- 10. <u>STRICT PERFORMANCE</u> A. COMPANY's failure to insist upon strict performance will not be construed as a waiver for any particular incident(s) of non-performance, but instead, complete and full performance for said incident(s) can be demanded by COMPANY, and any and all other provisions of this Contract will continue to be in full force and effect.
- 11. ARBITRATION A. Any dispute arising out of this Contract upon which an amicable understanding cannot be reached, shall be decided by mandatory binding arbitration where permitted by law according to the Commercial Rules of Arbitration of the American Arbitration Association. If mandatory binding arbitration is not available by law then COMPANY and AGENCY/AGENT will pursue non binding arbitration or mediation prior to instituting any legal actions against the other party. If this arbitration provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of the Arbitration Provision or this Contract, except that in no event shall this Arbitration Provision be amended or construed to permit class arbitration or arbitration on behalf of any individual other than AGENCY/AGENT.
- 12. VALIDITY OF CONTRACT A. Any term of this Contract which will be in violation of any law, rule, regulation or

policy of any state or any of its departments, agencies or bureaus, now or in the future, will be amended as to conform thereto; and any such void provision will not affect the validity of the remaining provisions of the Contract.

- 13. <u>COMPLAINTS</u> A. You will refer to Us all policyholders or certificate holders who have an inquiry or problem regarding the Company's products and/or services as well as all correspondence or complaints that are received from regulatory agencies, governmental authorities, privacy or consumer protection agencies, or other similar organizations. Any inquiry whether orally or written from a government, regulator or agency, attorney general, better business bureau, or other consumer or business organization received by the Agent with respect to Our or Your activities with Us or the product shall be forwarded to Us. The method of sending any such inquiry to Company will be as appropriate to allow a response within the time stated in such inquiry but no later than three (3) calendar days of receipt of such inquiry by Agent.
- 14. AGENT SHALL IMMEDIATELY NOTIFY A. AGENCY/AGENT shall immediately notify Company, but no longer than three (3) calendar days, of any of the following occurrences if known to the AGENCY/AGENT: The AGENCY/AGENT becoming insolvent or being unable to pay his/her debts as they generally become due; The AGENCY/AGENT making an assignment for the benefit of his/her creditors or seeking protection under bankruptcy laws; A bankruptcy representative being appointed for the Agent; The AGENCY/AGENT ceasing to carry on business in the ordinary course; The AGENCY/AGENT losing or failing to maintain any regulatory license needed to sell products. A change in business or home address.
- 15. PRIOR CONTRACTS; MODIFICATIONS A. This Contract will constitute the entire agreement between the parties, superseding all previous contracts and understandings, whether written or oral, and will be effective as of the execution date. It cannot be modified by any subsequent oral or written promise or statement, by whoever made. Any modification of this Contract will not be binding upon COMPANY until it has been approved and executed in writing on behalf of COMPANY, except: (i) That any prior indebtedness from AGENCY/AGENT to COMPANY and any liens created in connection therewith will continue in full force and effect.
- **16. EQUAL POWER OF DRAFTING** A. AGENCY/AGENT AND COMPANY HAVE HAD OPPORTUNITY TO REVIEW THE Agreement, and this Agreement shall be construed recognizing that both AGENCY/AGENT and COMPANY had equal power to draft this Agreement.

CERTIFICATION

I hereby certify that the information contained herein is true and complete to the best of my knowledge and belief. I further understand that failure to provide true and complete information may result in the denial of this request for appointment and/or subsequent termination thereof. I agree to promptly notify American Memorial Life Insurance Company if any of the information on this application changes.

SIGNATURE

I acknowledge that I am knowledgeable with the insurance laws and regulations of the jurisdictions to which I am applying for appointment.

I confirm that I have read and understand American Memorial Life Insurance Company's rules as stated in this Agency/Agent Agreement.

This Application for Appointment is executed by the parties, and shall have full force and effect as an original.

Print Name	Signature of Applicant Title (if	Corporation) Date
Manager Approval	Manager Agent Number	Date
Manager Phone Number	Manager Fax Number	Manager e-mail
Do Not write in the area below,	for AMLIC use only.	
Authorized COMPANY Official	Signature Signature	 Date

Disclosure

We, American Memorial Life Insurance Company, will obtain one or more consumer reports or investigative consumer reports (or both) now and at anytime in the future about you for employment/contracting purposes. These purposes may include hiring, contract, assignment, promotion, re-assignment, and termination. The reports will include information about your character, general reputation, personal characteristics, and mode of living.

We will obtain these reports through a consumer reporting agency. Our consumer reporting agency is General Information Services, Inc. GIS's address is P.O. Box 353, Chapin, SC 29036. GIS's telephone number is (866) 265-4917. GIS's website is at www.geninfo.com, where you can find information about whether GIS's international privacy practices.

To prepare the reports, GIS may investigate your education, work history, professional licenses and credentials, references, address history, social security number validity, right to work, criminal record, lawsuits, driving record, credit history, and any other information with public or private information sources.

You may obtain a copy of any report that GIS provides and GIS's files about you (in person, by mail, or by phone) by providing identification to GIS. If you do, GIS will provide you help to understand the files, including trained personnel and an explanation of any codes. Another person may accompany you by providing identification.

If GIS obtains any information by interview, you have the right to obtain a complete and accurate disclosure of the scope and nature of the investigation performed.

Please sign below to acknowledge your receipt of this disclosure.

Signature	Date
Printed Name	

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Authorization

Authorization: By signing below, you authorize: (a) General Information Services, Inc. ("GIS") to request information about you from any public or private information source; (b) anyone to provide information about you to GIS; (c) GIS to provide us, American Memorial Life Insurance Company, one or more reports based on that information, now and any time in the future; and (d) us to share those reports with others for legitimate business purposes related to your employment/contracting. GIS may investigate your education, work history, professional licenses and credentials, references, address history, social security number validity, right to work, criminal record, lawsuits, driving record, credit history, and any other information with public or private information sources. You acknowledge that a fax, image, or copy of this authorization is as valid as the original. You make this authorization to be valid for as long as you are an applicant, contracted or employee with us.

The Consumer Financial Protection Bureau's "Summary of Your Rights under the Fair Credit Reporting Act" is attached to this authorization. If you are a New York applicant, a copy of New York's law on the use of criminal records is attached. By signing below, you acknowledge receipt of these documents.

Personal Information: Please print the information requested below to identify yourself for GIS.

Printed name:			
	First	Middle (□none)	Last
Other names use	ed:		
Current and form	mer addresses:		
	current		
from Mo/Yr	to Mo/Yr	Street	City, State & Zip
from Mo/Yr	to Mo/Yr	Street	City, State & Zip
from Mo/Yr	to Mo/Yr	Street	City, State & Zip
	nt agencies and oth it for any other pur		require the following information when checking for records.
	Date of birth		Social security number
	Driver's license	e number & state	Name as it appears on license
Report Copy: If report by check		or a job or live in Califo	rnia, Minnesota or Oklahoma, you may request a copy of the
	Signature		Date

Para información en español, visite 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 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 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 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 your 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.
- 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 choose 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.

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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

- 1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates.
- Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the Bureau:
- 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
- 3. Air carriers
- **4.** Creditors Subject to Surface Transportation Board
- 5. Creditors Subject to Packers and Stockyards Act
- 6. Small Business Investment Companies
- 7. Brokers and Dealers
- 8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations
- **9.** Retailers, Finance Companies, and All Other Creditors Not Listed Above

Contact:

- a. Bureau of Consumer Financial Protection
 1700 G Street NW
 Washington, DC 20552
- b. Federal Trade Commission:
 Consumer Response Center FCRA
 Washington, DC 20580
 (877) 382-4357
- 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

Asst. General Counsel for Aviation Enforcement & Proceedings
Department of Transportation
400 Seventh Street SW
Washington, DC 20590

Office of Proceedings, Surface Transportation Board Department of Transportation 1925 K Street NW Washington, DC 20423

Nearest Packers and Stockyards Administration area supervisor

Associate Deputy Administrator for Capital Access United States Small Business Administration 406 Third Street, SW, 8th Floor Washington, DC 20416

Securities and Exchange Commission 100 F St NE Washington, DC 20549

Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090

FTC Regional Office for region in which the creditor operates or Federal Trade Commission: Consumer Response Center - FCRA Washington, DC 20580 (877) 382-4357

Additional Information about the Fair Credit Reporting Act

The Summary of Your Rights provided above does not reflect certain amendments contained in the Consumer Reporting Employment Clarification Act of 1998. The following additional information may be important for you:

- Records of convictions of crimes can be reported regardless of when they occurred.
- If you apply for a job that is covered by the Department of Transportation's authority to establish qualifications and the maximum hours for that job and you apply by mail, telephone, computer, or other similar means, your consent to a consumer report may validly be obtained orally, in writing, or electronically. If an adverse action is taken against you because of a consumer report for which you gave your consent over the telephone, computer, or similar means, you may be informed of the adverse action and the name, address and phone number of the consumer reporting agency, orally, in writing, or electronically.

ARTICLE 23-A

LICENSURE AND EMPLOYMENT OF PERSONS PREVIOUSLY CONVICTED OF ONE OR MORE CRIMINAL OFFENSES

Section 750. Definitions.

Section 751. Applicability.

Section 752. Unfair discrimination against persons previously convicted of one or more criminal offenses prohibited.

Section 753. Factors to be considered concerning a previous criminal conviction; presumption.

Section 754. Written statement upon denial of license or employment.

Section 755. Enforcement.

§ 750. Definitions. For the purposes of this article, the following terms shall have the following meanings:

- "Public agency" means the state or any local subdivision thereof, or any state or local department, agency, board or commission.
- (2) "Private employer" means any person, company, corporation, labor organization or association which employs ten or more persons.
- (3) "Direct relationship" means that the nature of criminal conduct for which the person was convicted has a direct bearing on his fitness or ability to perform one or more of the duties or responsibilities necessarily related to the license, opportunity, or job in question.
- (4) "License" means any certificate, license, permit or grant of permission required by the laws of this state, its political subdivisions or instrumentalities as a condition for the lawful practice of any occupation, employment, trade, vocation, business, or profession. Provided, however, that "license" shall not, for the purposes of this article, include any license or permit to own, possess, carry, or fire any explosive, pistol, handgun, rifle, shotgun, or other firearm.
- (5) "Employment" means any occupation, vocation or employment, or any form of vocational or educational training. Provided, however, that "employment" shall not, for the purposes of this article, include membership in any law enforcement agency.
- § 751. Applicability. The provisions of this article shall apply to any application by any person for a license or employment at any public or private employer, who has previously been convicted of one or more criminal offenses in this state or in any other jurisdiction, and to any license or employment held by any person whose conviction of one or more criminal offenses in this state or in any other jurisdiction preceded such employment or granting of a license, except where a mandatory forfeiture, disability or bar to employment is imposed by law, and has not been removed by an executive pardon, certificate of relief from disabilities or certificate of good conduct. Nothing in this article shall be construed to affect any right an employer may have with respect to an intentional misrepresentation in connection with an application for employment made by a prospective employee or previously made by a current employee.
- § 752. Unfair discrimination against persons previously convicted of one or more criminal offenses prohibited. No application for any license or employment, and no employment or license held by an individual, to which the provisions of this article are applicable, shall be denied or acted upon adversely by reason of the individual's having been previously convicted of one or more criminal offenses, or by reason of a finding of lack of "good moral character" when such finding is based upon the fact that the individual has previously been convicted of one or more criminal offenses, unless:
- (1) there is a direct relationship between one or more of the previous criminal offenses and the specific license or employment sought or held by the individual; or
- (2) the issuance or continuation of the license or the granting or continuation of the employment would involve an unreasonable risk to property or to the safety or welfare of specific individuals or the general public.

§ 753. Factors to be considered concerning a previous criminal conviction; presumption.

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- 1. In making a determination pursuant to section seven hundred fifty-two of this chapter, the public agency or private employer shall consider the following factors:
- (a) The public policy of this state, as expressed in this act, to encourage the licensure and employment of persons previously convicted of one or more criminal offenses.
- (b) The specific duties and responsibilities necessarily related to the license or employment sought or held by the person.
- (c) The bearing, if any, the criminal offense or offenses for which the person was previously convicted will have on his fitness or ability to perform one or more such duties or responsibilities.
- (d) The time which has elapsed since the occurrence of the criminal offense or offenses.
- (e) The age of the person at the time of occurrence of the criminal offense or offenses.
- (f) The seriousness of the offense or offenses.
- (g) Any information produced by the person, or produced on his behalf, in regard to his rehabilitation and good conduct.
- (h) The legitimate interest of the public agency or private employer in protecting property, and the safety and welfare of specific individuals or the general public.
- 2. In making a determination pursuant to section seven hundred fifty-two of this chapter, the public agency or private employer shall also give consideration to a certificate of relief from disabilities or a certificate of good conduct issued to the applicant, which certificate shall create a presumption of rehabilitation in regard to the offense or offenses specified therein.
- § 754. Written statement upon denial of license or employment. At the request of any person previously convicted of one or more criminal offenses who has been denied a license or employment, a public agency or private employer shall provide, within thirty days of a request, a written statement setting forth the reasons for such denial.

§ 755. Enforcement.

- 1. In relation to actions by public agencies, the provisions of this article shall be enforceable by a proceeding brought pursuant to article seventy-eight of the civil practice law and rules.
- 2. In relation to actions by private employers, the provisions of this article shall be enforceable by the division of human rights pursuant to the powers and procedures set forth in article fifteen of the executive law, and, concurrently, by the New York city commission on human rights.





Commissions will be paid as a percentage of Policy Premium Received				
Age	1st year	Lifetime Renewals		
0-25	0%	0%		
26-75	0%	0%		
76-80	0%	0%		
81-85	0%	0%		

Chargeback Policy

Earned commission is not subject to chargeback.

100% of advanced commission not yet earned is subject to chargeback for policy termination during the first year. Please see the contract for additional information.

Earned commission will be reversed if the associated premium transaction is reversed at any time during the life of the contract.

Agent Name (Print)	Signature of Agent	Date		
Direct Upline/Manager Name				
Stephens-Matthews Mktg.				

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Request for Taxpayer Identification Number and Certification

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

	Name (as shown on your income tax return)	·		
ge 2.	Business name/disregarded entity name, if different from above			
Print or type See Specific Instructions on page	Check appropriate box for federal tax classification: Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate			
Print or type	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership)	Exempt payee		
교등	Uther (see instructions) ►			
Address (number, street, and apt. or suite no.) Requester's name and address (optional)				
See S	City, state, and ZIP code			
	List account number(s) here (optional)			
Par	Taxpayer Identification Number (TIN) our TIN in the appropriate box. The TIN provided must match the name given on the "Name" line	Social security number		
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 <i>How to get a TIN</i> on page 3. 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 shown on this form is my correct taxpayer identification number (or I am waiting for a number shown on this form is my correct taxpayer identification number (or I am waiting for a number shown on this form is my correct taxpayer identification number (or I am waiting for a number shown on this form is my correct taxpayer identification number (or I am waiting for a number shown on this form is my correct taxpayer identification number (or I am waiting for a number shown on this form is my correct taxpayer identification number (or I am waiting for a number shown on the correct taxpayer identification number shown on the correct taxpayer	umber to be issued to me), and		
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and				
3. I am a U.S. citizen or other U.S. person (defined below).				
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 ▶			

General Instructions

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

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.

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. 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.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

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.