

# KSKJ Life

## Contracting Checklist

IN ORDER TO COMPLETE THE CONTRACTING PROCESS PLEASE FOLLOW THE CHECKLIST BELOW.  
EACH QUESTION **MUST BE ANSWERED** ON ALL FORMS.  
IF A QUESTION DOES NOT APPLY TO YOU, PLACE THE ABBREVIATION "N/A" IN THE BLANK

### **Complete and sign the following items.**

- Completed and Signed New Agent Data Sheet
- Two (2) Completed and Signed General Agent Contracts
- Two (2) Signed Commission Schedules
- Copy of Agent/Agency license of state to be appointed in
- Signed KSKJ Code of Ethics
- Completed and Signed W9
- EFT Direct Deposit form with Voided Check (*this form is optional*)
- Completed and Signed Annualization (*this form is optional, do not sign it if you do not wish to receive advance commissions*)
- Complete Website Attestation at <http://my.aimc.net/kskj/>  
**(THIS IS REQUIRED)**
- Check for CBI fee (\$15.00) and state licensing fees made payable to: AIMC, LLC (Or Credit Card Authorization)

**Fax Completed Pages to: 405-523-1035**

**Any Questions? Please Call us at (800) 656-2709**

**Enterprise Marketing Corp.  
5201 N. Lincoln Blvd.  
Oklahoma City, Ok 73105**

The licensing process cannot begin until all of the above items have been received!!!



## **New Agent Attestation - ONLINE**

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**NOTICE: This site only is for new agents to KSKJ Life.**

### **Instructions**

1. Go to <http://my.aimc.net/kskj/>
2. Please download and view the PDF [The KSKJ Story](#)
3. After completely reading through the PDF, either:
  - o Click on "[Click here to sign in](#)" to your **my.aimc.net** account.
  - OR-
  - o If you do not already have a **my.aimc.net** account, click on "[Register Now](#)".
4. After signing in or registering, take and pass the knowledge quiz based on the PDF you read in step 1.  
A passing score is six (6) out of eight (8) correct answers.
5. After passing the quiz, complete the attestation agreement that you will be presented with.
6. Submit along with your contracting paperwork to your upline.

**If you have any questions during the attestation, please contact (866) 644-1310.**



# NEW AGENT DATA SHEET

Name \_\_\_\_\_ Home Phone(\_\_\_\_\_) \_\_\_\_\_

Home Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Business Address\* \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Business Phone(\_\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_\_) \_\_\_\_\_

Cell Phone (\_\_\_\_\_) \_\_\_\_\_

Social Security Number \_\_\_\_\_ Date of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_ Spouse's Name \_\_\_\_\_

E-mail address \_\_\_\_\_

**\*Unless otherwise requested , we will use your business address for mailing purposes.  
\*\*A PHYSICAL ADDRESS IS REQUIRED TO SEND SUPPLIES\*\***

**LICENSE DATA** Currently Licensed?  No  Yes If yes, complete the following:

A. Resident License State \_\_\_\_\_

B. Resident License Number \_\_\_\_\_

C. Licensed for:  Health Only  Life Only  Life & Health  Other

D. Business will be conducted as:  Individual  Partnership  Corporation

E. Partnership / Corporation Name: \_\_\_\_\_

Tax ID # \_\_\_\_\_

**\*\* PLEASE REMEMBER TO ENCLOSE A COPY OF YOUR CURRENT HEALTH AND/OR LIFE LICENSE\*\***

<b>LICENSE QUESTIONS</b>	<b>YES</b>	<b>NO</b>
Are you indebted to any Insurance Company, Agency or Manager (including debit balance)?	<input type="checkbox"/>	<input type="checkbox"/>
Have you ever been convicted of a crime?	<input type="checkbox"/>	<input type="checkbox"/>
Have you ever filed bankruptcy?	<input type="checkbox"/>	<input type="checkbox"/>
Have you ever been fined or had a license to solicit insurance refused, suspended or revoked?	<input type="checkbox"/>	<input type="checkbox"/>
Are you a defendant in any suit or legal action or the subject of any regulatory action?	<input type="checkbox"/>	<input type="checkbox"/>
Have you ever been refused a bond?	<input type="checkbox"/>	<input type="checkbox"/>

**\*\*IF THE ANSWER TO ANY OF THE ABOVE LICENSE QUESTIONS IS YES,  
YOU MUST PROVIDE AN EXPLANATION IN THE SPACE BELOW\*\***

\_\_\_\_\_  
\_\_\_\_\_

**CURRENT AND PREVIOUS APPOINTMENTS:**

COMPANY

	<u>Appointment Status</u>		<u>Permission to Contact</u>	
	<u>Active</u>	<u>Inactive</u>	<u>Yes</u>	<u>No</u>
1. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**REFERENCES IN THE INSURANCE INDUSTRY:**

1. Name \_\_\_\_\_ Phone \_\_\_\_\_

2. Name \_\_\_\_\_ Phone \_\_\_\_\_

I HEREBY certify that the foregoing statements are true and correct to the best of my knowledge and belief, and grant permission to the Society or any of its General Agents to verify such answers. I release any person or company contacted from liability with respect to the content of any information given. I understand that any false statement may be considered sufficient cause for rejection of this application or for termination if discovered subsequent to my becoming contracted.

I understand that more information may be required to complete my file. I understand that this may include obtaining a credit report, Vector One search and a background check and by signing this form I am authorizing the company to do so. I also understand that any information obtained by the Society will be made available to me upon my written request.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Recommended By**

**KSKJ Life**  
**Agent Licensing Division**  
210 E. Second Avenue, Suite 300  
Rome, Georgia 30161  
877-344-9784  
706-232-7694  
Fax: 706-232 -2179



## GENERAL AGENT CONTRACT

This contract, with attachments, executed in duplicate originals, is entered between you (the Agent) and KSKJ Life, an Illinois fraternal benefit society located in Joliet, Illinois.

Agent Name: \_\_\_\_\_

### A. DESIGNATION & APPOINTMENT

#### 1. Designation

The Agent named above is herein referred to as You or Your. KSKJ Life is herein referred to as the Society or It. This General Agent's Contract and all supplements, amendments, and schedules attached are referred to as "the" or "this" Contract and are entered into between You and the Society in consideration for the mutual agreements set forth herein.

#### 2. Appointment

You are hereby appointed an agent of the Society for the purpose of soliciting personally, or through your agents, applications for the Society's insurance certificates in states in which you are licensed to sell KSKJ Life products. This Contract does not grant exclusive rights in any territory or for any products. This Contract is limited to the types of products offered by KSKJ Life described in Exhibit "A" attached hereto and made a part hereof by reference.

### B. RESPONSIBILITIES & LIMITATIONS

#### 1. General

During the continuation of this agreement, you agree to:

- (a) Be responsible for the prompt delivery of policies sent to You or Your agents, in accordance with the Society's rules and instructions.
- (b) Follow, and be responsible for Your agents following, all Society bylaws, rules and regulations.
- (c) Solicit only in the state(s) in which You and Your agents are licensed and appointed with the Society and where the Society is authorized to do business.
- (d) Comply with all State and Federal laws, orders, rules and regulations.
- (e) Be responsible for obtaining and maintaining the necessary licenses and appointments to sell the Society's products in the states in which You operate, whether resident or non-resident.

#### 2. Relationship

Nothing contained herein is intended to create the relationship of employer and employee between You and the Society, and You shall at all times be an independent contractor. You shall be free to exercise Your own judgment as to the time, place and means of performing all acts hereunder, but you shall conform to the Society's rules, regulations and instructions concerning the solicitation and delivery of insurance certificates.

#### 3. Monies Held in Trust - Bond

All monies You or Your agents receive or collect for or on behalf of the Society shall be held in a fiduciary capacity for Its benefit and shall be immediately forwarded to the Society. You are not authorized to endorse or cash checks, drafts or money orders payable to the Society. The Society reserves the right to require a surety bond satisfactory to the Society.

#### 4. Conflict of Interest

Without prior written consent of the Society, You agree not to engage in any way, either directly or indirectly, in any activity or business that could have potential or actual gain to You related to Medicare supplement or life insurance markets other than the sale of insurance.

### C. COMPENSATION & ACCOUNTING

#### 1. Compensation

(a) You shall be paid compensation according to the terms of this Contract and the Commission Schedule described in Exhibit "A" attached hereto and made a part hereof by reference. The Commission Schedule is subject to change by the Society upon notice in writing to You, but said change shall not affect any certificates issued upon applications You solicited prior to the effective date of the change. All commissions or compensation due under this Contract for any KSKJ Life product sold by You or Your appointed agents shall be paid directly to You. You shall be solely responsible for the payment of all commissions or defend and indemnify the Society for any and all claims from Your appointed sub-agents or anyone claiming through Your appointed agents relating to any commissions or other form of compensation due and payable to Your appointed agents.

(b) After termination, and subject to the terms and conditions of the Contract, any commissions earned by You or Your appointed agents shall be and remain fully vested and payable unless such commissions amount to less than \$50.00 per month for three consecutive months or \$600.00 in any one calendar year.

(c) Commissions shall not be owed or paid:

- (i) on certificates continued in force under any waiver of premium provision of any certificate; or

(ii) on collected premiums that are subsequently refunded by the Society, and commissions paid prior to the refund shall be refunded to the Society.

## **2. Accounting**

The Society shall mail to Your last known address as reflected on its records or deliver to You by other reliable methods, a monthly statement showing compensation and deductions made within the accounting period. Each statement is deemed to be correct and accurate unless You object in writing thereto within thirty (30) days after it has been mailed or delivered. If commissions due You total less than \$50.00 in any pay period, then the commission payable will be deferred until accrued commissions exceed \$50.00. All accounting records maintained by You relating to business conducted with the Society are subject to inspection at any reasonable time by our authorized representatives.

## **3. Premium Collection & Transmittal**

All initial premiums collected with each application must be immediately remitted to the Society with accurate and appropriate accounting. Applications accepted and approved accompanied by premium shortages will be charged to Your account.

## **4. Automatic Fee Deduction**

You agree to have your licensing, membership and any other applicable fees deducted from your commission account.

## **D. ADVERTISING GUIDELINES**

All representations or references to KSKJ Life, its products or agents, in any advertising or marketing material shall be submitted to the Society prior to its use or distribution and shall not be utilized until You receive written approval from the Society.

Advertising includes any material which is designed to create public interest in KSKJ Life, its products or agents. This includes but is not limited to, consumer material designed to induce the public to purchase, increase, modify, retain, renew or reinstate a certificate as well as agent recruiting and training materials.

Examples of advertising include but are not limited to printed and published material, audio visual material, direct mail material, Internet sites, newspaper and magazine ads, radio and TV scripts, billboards and similar displays, flyers and ad slicks, leaflets and booklets, brochures, newsletters, form letters, prospect letters, telephone scripts, lead generating devices of all kinds, depictions and illustrations, prepared sales talks, presentations and agent training materials. The General Agent is responsible for submitting all advertising and marketing materials to KSKJ Life for approval. Furthermore, the General Agent shall maintain a file copy of all such advertising and marketing material utilized and provide a copy to KSKJ Life upon request.

### **1. Agent Only Advertising**

All agent only advertising, training, or recruiting material must display the disclaimer, "**FOR AGENT USE ONLY**" on each page in bold type. This includes, but is not limited to recruiting ads in industry trade publications as well as any ad, mailer or letter that is sent to an agent to describe or promote KSKJ Life or its products. Training materials such as scripts and videos must also display this disclaimer. All materials that make reference to KSKJ Life products must include the full Society name and product form number. This is true if the material makes indirect reference or no reference at all when the ultimate goal of the piece is the sale of a KSKJ Life product.

### **2. Contractual Language**

Guarantees or promises beyond the guarantee in the certificate are not permitted. Any use of investment type language is not permitted. Any nationwide advertising material must display language "**BENEFITS MAY VARY BY STATE**" in bold type.

## **E. PRIVACY ACT NOTICE**

You herein acknowledge You have received a copy of the Privacy Notice of the Society attached hereto and made a part of this Agreement as "Exhibit B". You acknowledge and agree You are acting as a third party service provider to the Society as contemplated under §503 of the Gramm-Leach-Bliley Privacy Act and are therefore bound by the stated policy of the Society regarding the release of non-public information derived by or for the Society in the normal course and conduct of business. You shall receive an annual notice of the Privacy Policy of the Society and at any other such time as the Privacy Policy of the Society may change.

## **F. TERMINATION**

### **1. Termination without Cause**

At any time either You or the Society may terminate this Contract without cause by giving fifteen (15) days notice in writing sent to the last known address of the other. If You are an individual, this Contract shall immediately terminate without cause upon Your death. If You are a partnership, the death of either partner shall not terminate this Contract but it shall survive and continue in force and effect in favor of the surviving partner. If You are a Corporation, this Contract shall immediately terminate upon Your dissolution, sale, bankruptcy, or insolvency.

### **2. Termination For Cause**

Without notice, this Contract shall immediately terminate for cause and all commissions and claims whatsoever accruing hereunder shall be forfeited and void if You:

- (a) Breach any provision of this Contract.
- (b) Violate any law or regulation regarding the sale of insurance or annuities or fail to comply with any court order.
- (c) Knowingly or intentionally induce or attempt to induce certificate holders of the Society to reduce or discontinue any premium payments to It.

(d) Either directly or indirectly, personally or through any other person or entity, communicate with any Society certificateholder for the purpose or intent of rewriting, replacing or otherwise causing any certificateholder to lapse, relinquish, or surrender a certificate written through the Society.

(e) Withhold or convert Society property.

(f) Commit any other willful or dishonest act with the intent to injure the Society in Its public relations.

(g) Induce or attempt to induce any agent, employee or representative of the Society to terminate his or her relationship with the Society.

(h) Are convicted of a felony.

(i) Become insolvent or bankrupt, or make an assignment for the benefit of creditors or be in default of any obligation.

### **3. Forfeiture**

If this Contract is terminated without cause and the Society discovers during Your association with the Society or afterwards that You have committed any of the acts described in paragraph "F2", then You shall forfeit to the Society all right, title and interest in any compensation under this Contract. Forfeiture under this paragraph shall not constitute an election by the Society to forego any and all other claims or remedies it may have against you.

### **4. Limits of Authority**

You are not authorized to waive, alter or change any provision or condition of the Society's insurance certificates, agents' contracts, literature or receipts; modify or extend the amount or time of any premium payment due to the Society; or receive any money due or to become due the Society except initial premiums and/or additional first year premium collected when a certificate is delivered. You shall not enter into any contract, incur any expense or obligation of any kind or character whatsoever or bind the Society to any coverage or risk. No coverage will be effective with respect to any application until approved by the Society. The Society reserves the right, based upon its sole discretion and without liability to You, to approve or disapprove any application, limit the amount of coverage issued or charge a higher premium based upon our evaluation of the risk.

### **5. Applications & Policies**

The Society may, at Its discretion and without liability to You, reject applications or refund premiums for insurance certificates submitted by You or Your agents without specifying the cause; withdraw, substitute, or change any insurance certificate, or premium rate used by the Society. All certificates issued by the Society must be delivered by you to the certificate holder within ten (10) days of Your receipt. If required, You shall obtain a signed delivery receipt for the policy and return it to the Society. The failure to return certificate delivery receipts shall result in the chargeback of advances and or commissions on applicable policies. If the health condition of the applicant has changed since the application date, then no issuance or delivery will occur and you shall return the policy or certificate to the Company.

### **6. Indebtedness**

You shall be responsible for the payment to the Society of all monies which,

(1) You or Your agents collect on the Society's behalf;

(2) are due the Society because of compensation paid to You or Your agents upon premiums which the Society returned;

(3) are paid to You or Your agents which are not due You or Your agents under this Contract. Until the Society receives all such monies from You, the same shall be a debt payable on demand and for which You are liable and at the Society's option, no commissions are payable to You or Your agents until such indebtedness is satisfied.

### **7. Lien**

As additional security for the payment of any indebtedness under this Contract or any other contract with the Society, the Society shall have a first and prior lien against the compensation due You under this Contract. The Society's lien is superior to all other liens under this Contract. The Society may, at any time, offset any such indebtedness against compensation due You under the Contract or any contract You have with the Society. If the Society does elect to offset, the offset shall not constitute an election by the Society to forego any other available remedies to collect the indebtedness.

### **8. Reimbursement & Indemnification**

You shall reimburse the Society, and/or indemnify the Society, for any loss including attorney's fees resulting from actions by You or Your agents and for all costs, expenses and attorney's fees that the Society may incur in recovering from You any property or indebtedness belonging to or due the Society. You agree to indemnify and hold the Society harmless for any claim, loss, expense, cost or liability which It may incur resulting from Your breach of the terms of this Contract or violation of any law or regulation or failure to comply with any court order. You shall not institute any legal proceedings in the Society's name. Should any claims or lawsuits be made by any third party against You or the Society as a result of alleged wrongdoings by You then You shall hold the Society harmless from and indemnify It for any claim, loss, expense, cost or liability which It may incur defending the action and for any settlement of or judgment resulting from such action. The Society may, at Its sole discretion, defend or settle any such claim.

### **9. Society Property**

Sales brochures, applications, rate cards and booklets, certificate holder cards and all other supplies furnished by the Society will remain Society property. They are to be accounted for and returned by You on demand. You agree to be responsible for any damage or misuse thereof.

### **10. Non-solicitation Agreement**

For a period of two (2) years immediately following the date of termination of this Contract for any reason, You shall not directly or indirectly do the following: Induce or attempt to induce any Non-AIMC employee or agent of the Society to (a) terminate his or her employment or sales contract with the Society, or (b) solicit or sell or replace insurance or annuities for any other society, insurance company or entity. A "Non-AIMC employee, agent of the Society" means any person or entity under contract with the Society except for those employees, agents of the Society who were referred to the Society by American Insurance Marketing Corporation or its agents.

## **G. MANDATORY MEDIATION AND ARBITRATION**

### **1. Mandatory Mediation**

Except as otherwise provided in this Agreement, all claims, disputes, and controversies arising out of or in any manner relating to this Agreement, or any other agreement executed in connection with this Agreement, or to the performance, interpretation, application or enforcement hereof, including but not limited to breach hereof (in each case, "Dispute"), shall be referred to mediation before, and as a condition precedent to, the initiation of any adjudicative action or proceeding, including arbitration, and any suit action or arbitration shall be barred unless mediation has been attempted in good faith. If there is a Dispute, the party claiming the existence of a dispute must make written demand for mediation prior to instituting a lawsuit, action or arbitration proceeding.

The mediation shall be conducted in Will County, Illinois. Each party shall bear its own expenses incurred as a result of submitting the matter to mediation with the expense of the mediator borne equally by the parties. The mediator shall be chosen by joint agreement of Society and You. In the event an agreement cannot be reached with respect to a mediator, either party may request that Judicial Arbitration and Mediation Services, Inc. or Its successor ("JAMS") appoint a mediator. Selection of the mediator by JAMS shall be binding.

### **2. Mandatory Binding Arbitration**

Should mediation be unsuccessful, it is agreed that the Dispute shall be submitted to binding, non-appealable arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association in force at the time the demand is filed, unless the parties mutually agree otherwise.

Either Party may within sixty (60) days from the date of such unsuccessful mediation or one (1) year from the date of the alleged breach of occurrence resulting in the Dispute, whichever is later, make a demand for arbitration by filing a demand in writing with the other party and serving the same depositing it in the U.S. Mail, certified mail, return receipt requested. Society and You shall each choose, within sixty (60) days after demand for arbitration is made, a former officer or executive of an insurance company as its arbitrator and the two appointed arbitrators shall choose a third arbitrator possessing the same qualifications. If either party fails to appoint an arbitrator within sixty (60) days after the written demand for arbitration is made, the party who has appointed an arbitrator may petition the Circuit Court of Will County, Illinois for an order compelling the non-complying party to appoint its arbitrator. All reasonable costs incurred, as a result of obtaining the court order compelling appointment of an arbitrator shall be paid by the non-complying party.

All arbitration hearings conducted hereunder, and all judicial proceedings to enforce any of the provisions hereof, shall take place in Will County, Illinois. The hearing before the arbitrators of the matter to be arbitrated shall be at the time and place within said County as is selected by the arbitrators.

The decision of any two arbitrators with respect to a Dispute shall be binding and conclusive and non-appealable and shall be submitted to the court for confirmation with the same effect as a judgment.

Each of the parties hereby irrevocably waives punitive, exemplary, consequential and other non-compensatory damages in connection with any arbitration award with respect to any Dispute.

The costs and expenses of arbitration, including the fees of the arbitrators, shall be borne by the losing party or in such proportions as the arbitrators shall determine. The successful party shall recover as expenses all reasonable attorneys' fees incurred by said party in connection with the arbitration proceedings.

## **H. MISCELLANEOUS PROVISION**

### **1. Injunction**

You agree that if during this Contract, or within two years after termination, You do any of the acts described in paragraph F(2) subparagraphs (c), (d), (e) or (f) of this Contract, that damages, if any, and remedies at Law for doing such acts would be inadequate. Therefore, in the event You do any such acts, the Society shall be entitled to an injunction without the necessity of furnishing bond, restraining You from any such act. You agree that any such act would result in continuing irreparable harm and damage to the Society, but nothing contained here shall be construed as prohibiting the Society from pursuing any other remedies available to It, including the recovery of damages from You.

### **2. Assignment & Modification**

No assignment of this Contract or any compensation due hereunder shall be valid unless in writing and approved, in advance, by the Society. No modification of this Contract shall be binding on the Society unless in writing and signed and approved by an authorized Officer of the Society.

### **3. Bankruptcy**

If You should file for or be placed in bankruptcy in any manner, to the extent of any amount due the Society under this or any other contract with the Society, no compensation shall be payable under this Contract and such compensation shall immediately become the Society's property.

### **4. Place of Payment**

This Contract is governed under and by the laws of the state of Illinois, and all compensation payable hereunder shall be payable at the Home Office.

### **5. Supersedure & Waiver**

This Contract supersedes and replaces any contract or agreement previously entered into between You and the Society on behalf of the Society with respect to any future transactions. However, any rights You and the Society have under any previous contract are otherwise



unaffected except as expressly provided in this Contract. The Society's failure to enforce any provision of this Contract shall not constitute a waiver of any other provision of this Contract.

**6. Savings Clause**

If any provision of this Contract shall be contrary to the laws of the particular state, county or jurisdiction where used, such contrary provision shall not entirely invalidate this Contract, and this Contract shall be construed as not containing the particular provision held to be invalid in such state, county or jurisdiction and the rights and obligations of You and the Society shall be construed and enforced in such a manner as nearly as possible to effect the intent and purposes of the Contract.

**7. Notice**

All notice to the Society shall be delivered to KSKJ Life, 2439 Glenwood Avenue, Joliet, Illinois 60435. Notice to You shall be delivered to your last known mailing address as provided below. You shall be responsible for maintaining a current physical and mailing address on file with the Society annually.

Address: \_\_\_\_\_ City, State, ZIP \_\_\_\_\_

**8. Entire Contract**

This Contract and the Agent's application which is incorporated herein by reference contain the entire agreement between You and the Society and which has been approved by the Society. The Contract shall become effective only when first executed by You and thereafter accepted by the Society at Joliet, Illinois.

**9. Electronic Retention of Contract**

You agree that the Society may retain this Contract solely as an imaged or electronic version any may destroy any original signed version of this Contract; provided the imaged or electronic version of this contract accurately represents this Contract including the parties' signatures. You agree that a facsimile or other electronic reproduction of this Contract shall be deemed, where necessary, the functional equivalent of the original and maybe admitted into evidence as an original of this Contract in any court or other proceeding in which an original document may be required.

**10. Effective Date**

This Contract becomes effective on the date it is accepted by the Society.

**SIGNATURES:**

\_\_\_\_\_  
AGENT

\_\_\_\_\_  
PRINT NAME

DATE: \_\_\_\_\_

*Al Sochor*  
\_\_\_\_\_  
SPONSORING AGENT

~~Al Sochor / Enterprise Marketing~~  
\_\_\_\_\_  
PRINT NAME

DATE: \_\_\_\_\_

**FOR KSKJ LIFE:**  
\_\_\_\_\_

DATE: \_\_\_\_\_

**AIMC:**  
\_\_\_\_\_

DATE: \_\_\_\_\_



## GENERAL AGENT CONTRACT

This contract, with attachments, executed in duplicate originals, is entered between you (the Agent) and KSKJ Life, an Illinois fraternal benefit society located in Joliet, Illinois.

Agent Name: \_\_\_\_\_

### A. DESIGNATION & APPOINTMENT

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### B. RESPONSIBILITIES & LIMITATIONS

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### C. COMPENSATION & ACCOUNTING

#### 1. Compensation

(a) You shall be paid compensation according to the terms of this Contract and the Commission Schedule described in Exhibit "A" attached hereto and made a part hereof by reference. The Commission Schedule is subject to change by the Society upon notice in writing to You, but said change shall not affect any certificates issued upon applications You solicited prior to the effective date of the change. All commissions or compensation due under this Contract for any KSKJ Life product sold by You or Your appointed agents shall be paid directly to You. You shall be solely responsible for the payment of all commissions or defend and indemnify the Society for any and all claims from Your appointed sub-agents or anyone claiming through Your appointed agents relating to any commissions or other form of compensation due and payable to Your appointed agents.

(b) After termination, and subject to the terms and conditions of the Contract, any commissions earned by You or Your appointed agents shall be and remain fully vested and payable unless such commissions amount to less than \$50.00 per month for three consecutive months or \$600.00 in any one calendar year.

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The Society shall mail to Your last known address as reflected on its records or deliver to You by other reliable methods, a monthly statement showing compensation and deductions made within the accounting period. Each statement is deemed to be correct and accurate unless You object in writing thereto within thirty (30) days after it has been mailed or delivered. If commissions due You total less than \$50.00 in any pay period, then the commission payable will be deferred until accrued commissions exceed \$50.00. All accounting records maintained by You relating to business conducted with the Society are subject to inspection at any reasonable time by our authorized representatives.

## **3. Premium Collection & Transmittal**

All initial premiums collected with each application must be immediately remitted to the Society with accurate and appropriate accounting. Applications accepted and approved accompanied by premium shortages will be charged to Your account.

## **4. Automatic Fee Deduction**

You agree to have your licensing, membership and any other applicable fees deducted from your commission account.

## **D. ADVERTISING GUIDELINES**

All representations or references to KSKJ Life, its products or agents, in any advertising or marketing material shall be submitted to the Society prior to its use or distribution and shall not be utilized until You receive written approval from the Society.

Advertising includes any material which is designed to create public interest in KSKJ Life, its products or agents. This includes but is not limited to, consumer material designed to induce the public to purchase, increase, modify, retain, renew or reinstate a certificate as well as agent recruiting and training materials.

Examples of advertising include but are not limited to printed and published material, audio visual material, direct mail material, Internet sites, newspaper and magazine ads, radio and TV scripts, billboards and similar displays, flyers and ad slicks, leaflets and booklets, brochures, newsletters, form letters, prospect letters, telephone scripts, lead generating devices of all kinds, depictions and illustrations, prepared sales talks, presentations and agent training materials. The General Agent is responsible for submitting all advertising and marketing materials to KSKJ Life for approval. Furthermore, the General Agent shall maintain a file copy of all such advertising and marketing material utilized and provide a copy to KSKJ Life upon request.

### **1. Agent Only Advertising**

All agent only advertising, training, or recruiting material must display the disclaimer, "**FOR AGENT USE ONLY**" on each page in bold type. This includes, but is not limited to recruiting ads in industry trade publications as well as any ad, mailer or letter that is sent to an agent to describe or promote KSKJ Life or its products. Training materials such as scripts and videos must also display this disclaimer. All materials that make reference to KSKJ Life products must include the full Society name and product form number. This is true if the material makes indirect reference or no reference at all when the ultimate goal of the piece is the sale of a KSKJ Life product.

### **2. Contractual Language**

Guarantees or promises beyond the guarantee in the certificate are not permitted. Any use of investment type language is not permitted. Any nationwide advertising material must display language "**BENEFITS MAY VARY BY STATE**" in bold type.

## **E. PRIVACY ACT NOTICE**

You herein acknowledge You have received a copy of the Privacy Notice of the Society attached hereto and made a part of this Agreement as "Exhibit B". You acknowledge and agree You are acting as a third party service provider to the Society as contemplated under §503 of the Gramm-Leach-Bliley Privacy Act and are therefore bound by the stated policy of the Society regarding the release of non-public information derived by or for the Society in the normal course and conduct of business. You shall receive an annual notice of the Privacy Policy of the Society and at any other such time as the Privacy Policy of the Society may change.

## **F. TERMINATION**

### **1. Termination without Cause**

At any time either You or the Society may terminate this Contract without cause by giving fifteen (15) days notice in writing sent to the last known address of the other. If You are an individual, this Contract shall immediately terminate without cause upon Your death. If You are a partnership, the death of either partner shall not terminate this Contract but it shall survive and continue in force and effect in favor of the surviving partner. If You are a Corporation, this Contract shall immediately terminate upon Your dissolution, sale, bankruptcy, or insolvency.

### **2. Termination For Cause**

Without notice, this Contract shall immediately terminate for cause and all commissions and claims whatsoever accruing hereunder shall be forfeited and void if You:

- (a) Breach any provision of this Contract.
- (b) Violate any law or regulation regarding the sale of insurance or annuities or fail to comply with any court order.
- (c) Knowingly or intentionally induce or attempt to induce certificate holders of the Society to reduce or discontinue any premium payments to It.

(d) Either directly or indirectly, personally or through any other person or entity, communicate with any Society certificateholder for the purpose or intent of rewriting, replacing or otherwise causing any certificateholder to lapse, relinquish, or surrender a certificate written through the Society.

(e) Withhold or convert Society property.

(f) Commit any other willful or dishonest act with the intent to injure the Society in Its public relations.

(g) Induce or attempt to induce any agent, employee or representative of the Society to terminate his or her relationship with the Society.

(h) Are convicted of a felony.

(i) Become insolvent or bankrupt, or make an assignment for the benefit of creditors or be in default of any obligation.

### **3. Forfeiture**

If this Contract is terminated without cause and the Society discovers during Your association with the Society or afterwards that You have committed any of the acts described in paragraph "F2", then You shall forfeit to the Society all right, title and interest in any compensation under this Contract. Forfeiture under this paragraph shall not constitute an election by the Society to forego any and all other claims or remedies it may have against you.

### **4. Limits of Authority**

You are not authorized to waive, alter or change any provision or condition of the Society's insurance certificates, agents' contracts, literature or receipts; modify or extend the amount or time of any premium payment due to the Society; or receive any money due or to become due the Society except initial premiums and/or additional first year premium collected when a certificate is delivered. You shall not enter into any contract, incur any expense or obligation of any kind or character whatsoever or bind the Society to any coverage or risk. No coverage will be effective with respect to any application until approved by the Society. The Society reserves the right, based upon its sole discretion and without liability to You, to approve or disapprove any application, limit the amount of coverage issued or charge a higher premium based upon our evaluation of the risk.

### **5. Applications & Policies**

The Society may, at Its discretion and without liability to You, reject applications or refund premiums for insurance certificates submitted by You or Your agents without specifying the cause; withdraw, substitute, or change any insurance certificate, or premium rate used by the Society. All certificates issued by the Society must be delivered by you to the certificate holder within ten (10) days of Your receipt. If required, You shall obtain a signed delivery receipt for the policy and return it to the Society. The failure to return certificate delivery receipts shall result in the chargeback of advances and or commissions on applicable policies. If the health condition of the applicant has changed since the application date, then no issuance or delivery will occur and you shall return the policy or certificate to the Company.

### **6. Indebtedness**

You shall be responsible for the payment to the Society of all monies which,

(1) You or Your agents collect on the Society's behalf;

(2) are due the Society because of compensation paid to You or Your agents upon premiums which the Society returned;

(3) are paid to You or Your agents which are not due You or Your agents under this Contract. Until the Society receives all such monies from You, the same shall be a debt payable on demand and for which You are liable and at the Society's option, no commissions are payable to You or Your agents until such indebtedness is satisfied.

### **7. Lien**

As additional security for the payment of any indebtedness under this Contract or any other contract with the Society, the Society shall have a first and prior lien against the compensation due You under this Contract. The Society's lien is superior to all other liens under this Contract. The Society may, at any time, offset any such indebtedness against compensation due You under the Contract or any contract You have with the Society. If the Society does elect to offset, the offset shall not constitute an election by the Society to forego any other available remedies to collect the indebtedness.

### **8. Reimbursement & Indemnification**

You shall reimburse the Society, and/or indemnify the Society, for any loss including attorney's fees resulting from actions by You or Your agents and for all costs, expenses and attorney's fees that the Society may incur in recovering from You any property or indebtedness belonging to or due the Society. You agree to indemnify and hold the Society harmless for any claim, loss, expense, cost or liability which It may incur resulting from Your breach of the terms of this Contract or violation of any law or regulation or failure to comply with any court order. You shall not institute any legal proceedings in the Society's name. Should any claims or lawsuits be made by any third party against You or the Society as a result of alleged wrongdoings by You then You shall hold the Society harmless from and indemnify It for any claim, loss, expense, cost or liability which It may incur defending the action and for any settlement of or judgment resulting from such action. The Society may, at Its sole discretion, defend or settle any such claim.

### **9. Society Property**

Sales brochures, applications, rate cards and booklets, certificate holder cards and all other supplies furnished by the Society will remain Society property. They are to be accounted for and returned by You on demand. You agree to be responsible for any damage or misuse thereof.

### **10. Non-solicitation Agreement**

For a period of two (2) years immediately following the date of termination of this Contract for any reason, You shall not directly or indirectly do the following: Induce or attempt to induce any Non-AIMC employee or agent of the Society to (a) terminate his or her employment or sales contract with the Society, or (b) solicit or sell or replace insurance or annuities for any other society, insurance company or entity. A "Non-AIMC employee, agent of the Society" means any person or entity under contract with the Society except for those employees, agents of the Society who were referred to the Society by American Insurance Marketing Corporation or its agents.

## **G. MANDATORY MEDIATION AND ARBITRATION**

### **1. Mandatory Mediation**

Except as otherwise provided in this Agreement, all claims, disputes, and controversies arising out of or in any manner relating to this Agreement, or any other agreement executed in connection with this Agreement, or to the performance, interpretation, application or enforcement hereof, including but not limited to breach hereof (in each case, "Dispute"), shall be referred to mediation before, and as a condition precedent to, the initiation of any adjudicative action or proceeding, including arbitration, and any suit action or arbitration shall be barred unless mediation has been attempted in good faith. If there is a Dispute, the party claiming the existence of a dispute must make written demand for mediation prior to instituting a lawsuit, action or arbitration proceeding.

The mediation shall be conducted in Will County, Illinois. Each party shall bear its own expenses incurred as a result of submitting the matter to mediation with the expense of the mediator borne equally by the parties. The mediator shall be chosen by joint agreement of Society and You. In the event an agreement cannot be reached with respect to a mediator, either party may request that Judicial Arbitration and Mediation Services, Inc. or Its successor ("JAMS") appoint a mediator. Selection of the mediator by JAMS shall be binding.

### **2. Mandatory Binding Arbitration**

Should mediation be unsuccessful, it is agreed that the Dispute shall be submitted to binding, non-appealable arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association in force at the time the demand is filed, unless the parties mutually agree otherwise.

Either Party may within sixty (60) days from the date of such unsuccessful mediation or one (1) year from the date of the alleged breach of occurrence resulting in the Dispute, whichever is later, make a demand for arbitration by filing a demand in writing with the other party and serving the same depositing it in the U.S. Mail, certified mail, return receipt requested. Society and You shall each choose, within sixty (60) days after demand for arbitration is made, a former officer or executive of an insurance company as its arbitrator and the two appointed arbitrators shall choose a third arbitrator possessing the same qualifications. If either party fails to appoint an arbitrator within sixty (60) days after the written demand for arbitration is made, the party who has appointed an arbitrator may petition the Circuit Court of Will County, Illinois for an order compelling the non-complying party to appoint its arbitrator. All reasonable costs incurred, as a result of obtaining the court order compelling appointment of an arbitrator shall be paid by the non-complying party.

All arbitration hearings conducted hereunder, and all judicial proceedings to enforce any of the provisions hereof, shall take place in Will County, Illinois. The hearing before the arbitrators of the matter to be arbitrated shall be at the time and place within said County as is selected by the arbitrators.

The decision of any two arbitrators with respect to a Dispute shall be binding and conclusive and non-appealable and shall be submitted to the court for confirmation with the same effect as a judgment.

Each of the parties hereby irrevocably waives punitive, exemplary, consequential and other non-compensatory damages in connection with any arbitration award with respect to any Dispute.

The costs and expenses of arbitration, including the fees of the arbitrators, shall be borne by the losing party or in such proportions as the arbitrators shall determine. The successful party shall recover as expenses all reasonable attorneys' fees incurred by said party in connection with the arbitration proceedings.

## **H. MISCELLANEOUS PROVISION**

### **1. Injunction**

You agree that if during this Contract, or within two years after termination, You do any of the acts described in paragraph F(2) subparagraphs (c), (d), (e) or (f) of this Contract, that damages, if any, and remedies at Law for doing such acts would be inadequate. Therefore, in the event You do any such acts, the Society shall be entitled to an injunction without the necessity of furnishing bond, restraining You from any such act. You agree that any such act would result in continuing irreparable harm and damage to the Society, but nothing contained here shall be construed as prohibiting the Society from pursuing any other remedies available to It, including the recovery of damages from You.

### **2. Assignment & Modification**

No assignment of this Contract or any compensation due hereunder shall be valid unless in writing and approved, in advance, by the Society. No modification of this Contract shall be binding on the Society unless in writing and signed and approved by an authorized Officer of the Society.

### **3. Bankruptcy**

If You should file for or be placed in bankruptcy in any manner, to the extent of any amount due the Society under this or any other contract with the Society, no compensation shall be payable under this Contract and such compensation shall immediately become the Society's property.

### **4. Place of Payment**

This Contract is governed under and by the laws of the state of Illinois, and all compensation payable hereunder shall be payable at the Home Office.

### **5. Supersedure & Waiver**

This Contract supersedes and replaces any contract or agreement previously entered into between You and the Society on behalf of the Society with respect to any future transactions. However, any rights You and the Society have under any previous contract are otherwise

unaffected except as expressly provided in this Contract. The Society's failure to enforce any provision of this Contract shall not constitute a waiver of any other provision of this Contract.

**6. Savings Clause**

If any provision of this Contract shall be contrary to the laws of the particular state, county or jurisdiction where used, such contrary provision shall not entirely invalidate this Contract, and this Contract shall be construed as not containing the particular provision held to be invalid in such state, county or jurisdiction and the rights and obligations of You and the Society shall be construed and enforced in such a manner as nearly as possible to effect the intent and purposes of the Contract.

**7. Notice**

All notice to the Society shall be delivered to KSKJ Life, 2439 Glenwood Avenue, Joliet, Illinois 60435. Notice to You shall be delivered to your last known mailing address as provided below. You shall be responsible for maintaining a current physical and mailing address on file with the Society annually.

Address: \_\_\_\_\_ City, State, ZIP \_\_\_\_\_

**8. Entire Contract**

This Contract and the Agent's application which is incorporated herein by reference contain the entire agreement between You and the Society and which has been approved by the Society. The Contract shall become effective only when first executed by You and thereafter accepted by the Society at Joliet, Illinois.

**9. Electronic Retention of Contract**

You agree that the Society may retain this Contract solely as an imaged or electronic version any may destroy any original signed version of this Contract; provided the imaged or electronic version of this contract accurately represents this Contract including the parties' signatures. You agree that a facsimile or other electronic reproduction of this Contract shall be deemed, where necessary, the functional equivalent of the original and maybe admitted into evidence as an original of this Contract in any court or other proceeding in which an original document may be required.

**10. Effective Date**

This Contract becomes effective on the date it is accepted by the Society.

**SIGNATURES:**

\_\_\_\_\_  
**AGENT**

\_\_\_\_\_  
**PRINT NAME**

**DATE:** \_\_\_\_\_

*Al Sochor*  
\_\_\_\_\_  
**SPONSORING AGENT**

Al Sochor / Enterprise Marketing  
**PRINT NAME**

**DATE:** \_\_\_\_\_

**FOR KSKJ LIFE:**

\_\_\_\_\_  
**DATE:** \_\_\_\_\_

**AIMC:**

\_\_\_\_\_  
**DATE:** \_\_\_\_\_



## Exhibit B - Privacy Notice

### Privacy notice to our members

We provide this notice because you have a right to know how we protect the privacy of the personal information you share with us. We welcome the opportunity to describe how KSKJ Life protects your personal information.

### What information do we collect?

We collect personal information needed only to service and administer your business with us. The type of information that we collect depends on the type of product or service you request. This includes:

- Information you provide on an application or other form (for example, name, address, Social Security number, or income)
- Information from credit reporting agencies and information to verify employment or income.
- Information about your past transactions with us.
- Medical or health information you permit us to receive from doctors or other health care providers.

### How do we use and disclose your information?

- We do not sell information about you.
- We do not share your information with anyone else for marketing purposes.
- We use your personal information only to help transact the business you have with us.

### We use your information to:

- Underwrite certificates.
- Process claims.
- Confirm your identity.
- Service your certificates with us.

Information may be disclosed to other entities that perform services for us related to our transactions with you. This includes underwriting, claims, and member services. Before we disclose your information, these entities must agree to keep it private. Information may be disclosed to entities with whom we have a joint marketing agreement that offer products we believe may be of interest to you, as permitted by law. We may also share information with our affiliates to provide services and products to you.

We may disclose information when it is permitted or required by law.

Examples are:

- To accountants or auditors.
- In response to a subpoena.
- To our attorneys.
- To prevent fraud.
- To comply with a request from a regulatory agency.

We may receive health information about you. We do not share that health information without your proper written authorization or as permitted or required by law.

### How do we protect the security of your information?

Access to personal information is available only to those people who need to know it in order to service your business. This includes our employees and agents who are trained to abide by our privacy policy. We have physical, electronic, and procedural safeguards to ensure privacy of your information.

Should your relationship with us end, we will continue to follow the privacy policies described in this notice to the extent that we retain information about you. If we no longer need to retain that information, we will dispose of it in a secure manner.

### Commitment to privacy

We will send our members a current privacy policy at least annually. KSKJ Life is committed to protecting the privacy of your information. We also strive to keep our records accurate and will make appropriate corrections when you notify us. We value the trust that you have placed in us.



## KSKJ Life Code of Ethics

**KSKJ Life believes that serving the needs of our customers with integrity is of utmost importance. All National Headquarters employees and agents are expected to conduct themselves at all times with the highest degree of ethical business practices and in accordance with all state insurance laws and Society regulations.**

**As a KSKJ agent I agree to:**

- Adhere to all provisions contained in the Appointed Agent's Agreement.
- Fully comply at all times with all laws and regulations regarding the solicitation and sale of any KSKJ Life products.
- Make a conscientious effort to ascertain and understand the needs and financial circumstances of my clients, and make every effort to render the same quality of service to my clients which in the same circumstances, I would expect myself.
- Not place the Society under any legal obligation that is not within the scope of my authority.
- Not accept risks of any kind; make, modify, or discharge contracts; extend the time for paying the premium; waive forfeitures or any of the Society's rights or requirements; bind the Society by any statement, promise, or representation; or collect any monies other than as provided in the Appointed Agent's Agreement.
- To use only appropriate sales material approved by the Society and include all appropriate disclaimers.
- Make sure all signatures on applications or other documents submitted by me are authentic.
- Deliver all certificates and contracts to the respective owner in an expedient manner.
- Not enter into any contracts for the solicitation of insurance or to share commissions with anyone not licensed and under agreement with the Society.
- Not represent the Society in any manner whatsoever before any state insurance department or official thereof, or any governmental agency without the knowledge and approval of the Society
- Comply with the requirements contained in the attached Privacy Notice.

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

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



## Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

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

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

Social security number
or
Employer identification number

### Part II Certification

Under penalties of perjury, I certify that:

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## 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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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.

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

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

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

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

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

Also see *Special rules for partnerships* on page 1.

## Penalties

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

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

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

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

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name” line.

**Limited liability company (LLC).** Check the “Limited liability company” box only and enter the appropriate code for the tax classification (“D” for disregarded entity, “C” for corporation, “P” for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner’s name on the “Name” line. Enter the LLC’s name on the “Business name” line.

For an LLC classified as a partnership or a corporation, enter the LLC’s name on the “Name” line and any business, trade, or DBA name on the “Business name” line.

**Other entities.** Enter your business name as shown on required federal tax documents on the “Name” line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the “Business name” line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the “Exempt payee” box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

### Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.consumer.gov/idtheft](http://www.consumer.gov/idtheft) or 1-877-IDTHEFT(438-4338).

Visit the IRS website at [www.irs.gov](http://www.irs.gov) to learn more about identity theft and how to reduce your risk.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

**Please attach a copy of your license here**



## EFT Direct Deposit Electronic Funds Transfer Authorization Agreement

We offer an easy and convenient way for you to receive your commission checks. Within 24 banking hours of the **WEEKLY** commission advance cycle, we electronically transmit your commission information to our bank, which in turn transmits to your bank by the following morning. Banks will vary, but most will post your funds at the close of that business day.

More and more of our agents and agencies are using this program for these reasons:

- \* The hassle of waiting for your check to arrive is gone, **increasing your time** available to sell.
- \* EFT Direct Deposit is **FREE!** There is a \$2.50 charge for all paper checks.
- \* Needless trips to the bank are eliminated.
- \* **Overnight express fees are eliminated.**

EFT Direct Deposit is easy to get started. Simply complete this form and submit along with a voided check. EFT Direct Deposits will begin two weeks after we receive your authorization and check.

I hereby authorize **KSKJ Life** to initiate credits to my \_\_\_Checking or \_\_\_Savings account with the Financial Institution indicated below. If the Company determines that funds were deposited to my account in error, I authorize the bank to return funds to the Company upon request by the Company.

Bank Name \_\_\_\_\_ Branch \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Account Number \_\_\_\_\_ Routing Transit Number \_\_\_\_\_

This authority is to remain in effect until you have received written notification from me of its termination.

Bank Account Name \_\_\_\_\_

Agent Name \_\_\_\_\_

Agent Number (if previously contracted) \_\_\_\_\_

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

**YOU MUST ENCLOSE A VOIDED CHECK FOR US TO PROCESS THIS FORM.**

**PLEASE DO NOT SEND A DEPOSIT SLIP**

**COMMISSION ADVANCE/LOAN AGREEMENT**

For value received, KSKJ Life. ("KSKJ") and the undersigned Borrower and/or Guarantor enter into this Commission Advance Agreement ("Agreement") as follows:

- 1. General.** This Agreement is an addendum to and subject to all the terms and conditions of the most recent producer contract between KSKJ and Borrower.
- 2. Eligible Production.** This Agreement applies only to business payable by monthly Electronic Funds Transfer or payroll deduction plans. KSKJ may in its sole and exclusive discretion exclude commission advance for any policy or policies that the Borrower submits to KSKJ.
- 3. Commission Advance/Loan Selection.** Medicare Supplement:

\_\_\_\_\_ Six Month      \_\_\_\_\_ Nine Month      \_\_\_\_\_ Twelve Month

**4. Interest Rate.** KSKJ shall charge Borrower an interest rate of one percent (1 %) each month on the unpaid balance of the Borrower's commission advance account commencing on the first day of the calendar month that Borrower's outstanding balance begins.

**5. Repayment.** All unpaid balances for commission advances/loans, including accrued interest, shall be paid to KSKJ from all of Borrower's future earned commissions, as they become due, so long as there remains an outstanding indebtedness owed to KSKJ. If a policy is not issued, not taken or lapses for any reason whatsoever, the unpaid commission advance/loan balance, including accrued interest, for that policy shall become immediately due and payable to KSKJ. KSKJ, in its sole and exclusive discretion, may offset this outstanding indebtedness from any and all monies that KSKJ may owe to Borrower, including any future advances, and reserves the right to demand payment in full of Borrower's entire unpaid balance for commission advances/loans, including accrued interest, at any time and for any reason whatsoever. Notwithstanding the above, not taken fees, commission advance reversals and interest shall be deducted from any earned commissions before they are applied to payment of the unpaid balances.

**6. Security Interest.** Borrower grants to KSKJ a security interest in and a lien upon all of Borrower's commissions and other monies payable by KSKJ to Borrower, whether from the sale of life, annuity or health insurance produced by the Borrower or from any source whatsoever.

**7. Termination of Agreement.** A. Notwithstanding any other provision hereof, KSKJ shall have the sole and exclusive right to terminate this Agreement at any time without prior notice to Borrower and/or Guarantor and, in such event, any outstanding balance for commission advances/loans, including accrued interest, shall be immediately due and payable.

B. This Agreement will automatically terminate if the Borrower's producer contract with KSKJ is terminated for any reason whatsoever, except that Borrower's and Guarantor's obligations and KSKJ's security interest and lien upon Borrower's and/or Guarantor's payable commissions and/or monies shall survive termination of this Agreement so as long as there remains any outstanding indebtedness owed to KSKJ.

This Agreement is entered into and effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

"Borrower"

"KSKJ"

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
PRINTED NAME

AGREEMENT ASSIGNED TO AIMC, LLC

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Authorized Signature

**GUARANTY**

For value received, the receipt and sufficiency of which I acknowledge, I guarantee payment to KSKJ of any outstanding indebtedness owed under the above Commission Advance/Loan Agreement, executed by the Borrower. I understand and agree that any and all commissions, first year and renewal, under any contract that I have executed or will execute with KSKJ are hereby assigned as security and for the payment of any outstanding indebtedness under the above Agreement and that I am personally responsible upon demand by KSKJ for the repayment of the entire outstanding indebtedness owed under the above Agreement.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Guarantor/General Agent Signature

KSKJ Writing No. \_\_\_\_\_

\_\_\_\_\_  
Guarantor/General Agent PRINTED NAME



AIMC, LLC  
(800) 321-0102  
(706) 232-2179 (Licensing FAX)

**Credit Card Acceptance Form**  
**MasterCard, Visa or American Express Only**

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

Name on card: \_\_\_\_\_  
(exactly as it appears on card )

Card Number: \_\_\_\_\_

CVC2#: \_\_\_\_\_ Card Type (circle one): Mastercard; Visa; Amex  
(MasterCard/Visa: last three digits on back of card)  
(American Express: four digit number above credit card number)

Billing Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Expiration date: \_\_\_\_\_

Transaction amount: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

By signing below, I authorize AIMC, LLC to electronically charge my credit card account as specified above to pay the appropriate license fees/appointment fees.

**Signature:** \_\_\_\_\_

AIMC, LLC will accept credit card payments for the following appointment fees, renewals and background fees:

Admiral Life – appointment and background fees only

Family Life – appointment, renewals and background fees

KSKJ – appointment, renewals and background fees

Lincoln Heritage – appointment fees only

Royal Neighbors of America (RNA) – appointment, renewals and background fees

Sterling Investors Life Insurance Co. (SILIC) – appointment, renewals and background fees

**Home Office Use Only:**

Purpose of transaction (include carrier): \_\_\_\_\_

Initials of Authorized Transaction Personnel: \_\_\_\_\_