

New Agent Contracting Set Up Sheet

Agent's Name: _____

Address: _____

Phone Number: _____

E-Mail Address: _____

Product	Commission Level	Commission Schedule Code
Final Expense	%	
EZ Term (20-30 Year)	%	
EZ UL	%	
Home Protector	%	
OBA	%	
UL Performer	%	
Classic Solution	%	
Standard	%	
Bonus Master	%	

Agent Reports to (Manager) _____ Manager Agent # _____

Checklist:

- _____ Completed "Producer History" Sheet (9511)
- _____ Contract (9511) signed by Agent and Manager
- _____ Copy of current license or completed license application
- _____ Signed "Consumer Report Notification and Authorization" (Form 9127)
- _____ W-9 or copy of Social Security card (must be legible copy)
- _____ Signed "Compliance Guidelines Statement of Understanding" (Form 9528-C)
- _____ Anti-Money Laundering certificate from our Company or LIMRA noted on paperwork
- _____ Completed "Annualization Plan Supplemental Agreement" (Form 9518)
- _____ Agent's ACH Direct Deposit Request (Form 9508)
- _____ (If Annualization is desired, completed form must accompany and have manager and Home Office approval)
- _____ If corporation provide articles of incorporation and/or legal proof that you are authorized to contract on behalf of the corporation

Manager Signature: _____ Date: _____

PRODUCER HISTORY

1. WRITING AGREEMENT

Please Print in Black Ink

Agency/Agent		Sex	Date of Birth	City, State of Birth (PR Only)
Corporate Contracting Information: Corporate Name (as printed on insurance license)			Your position in corporation (must be a principal)	
Residence Address		City, State, Zip		County
Business Address		City, State, Zip		Send all mail to: <input type="checkbox"/> Business <input type="checkbox"/> Home
Residence Phone	Business Phone	E-mail Address		
Agency Tax Payer Identification Number		Agent Social Security Number		Drivers License (State & Number)
Resident License State	Resident License No.	Non-Resident License States		

2. CONTRACTING QUESTIONS

- a. Have you ever been appointed with American-Amicable Life Insurance Company of Texas, Pioneer American Insurance Company, Pioneer Security Life Insurance Company or Occidental Life Insurance Company of North Carolina?..... Yes No
- b. To your knowledge, are you presently the subject of any investigation or proceeding by any insurance, securities, or commodities agency, jurisdiction, or organization?..... Yes No
- c. Are you now or have you ever been a defendant in any litigation alleging the violation of any agreement with or provision of any insurance securities or commodities law or regulation?..... Yes No
- d. Has any insurance company within the past 10 years canceled any contract with you for any reason other than the nonproduction of business or at your request?..... Yes No
- e. Have you ever been convicted of a felony or violation of 18 U.S.C. §1033 ? Yes No
 - If yes, list: Date _____ County _____ State _____
 - If a 1033 violation, attach consent letter from appropriate Department of Insurance.
- f. Do you have any judgments or tax liens, bad debts, or collections items of any kind against you?..... Yes No
- g. Are you indebted to any insurance company, general agent, or manager (including debit balances)? Yes No
- h. Have you filed for bankruptcy under any bankruptcy act in the last 10 years? Yes No
- i. During the past 10 years, has any commissioner or any Department of Insurance or any stock exchange suspended, canceled, or revoked any license issued to you, fined you, or ever refused to issue or renew any such license for any reason whatsoever?..... Yes No
- j. Have you ever had any complaints, including but not limited to complaints with an Insurance Department or Insurance Company, filed against you? Yes No
- k. If you currently hold NASD license(s), provide series number(s) _____
- l. Have you taken the Anti-Money Laundering (AML) training course through our company?
Date Taken: ___ / ___ / ___
 m m / d d / y y Yes No

If no, you **must** take the Company online AML training course located on the Company website. (See "AML Course Access Instructions" in your Contracting Kit.) **DO NOT SEND IN YOUR CONTRACT WITHOUT OUR COMPANY AML COMPLETION CERTIFICATION. (NEITHER THE LIMRA COURSE NOR ANY OTHER ORGANIZATION'S COURSE MAY BE USED).**

3. EXPLANATION - Please explain any "Yes" answers here; attach additional sheets if necessary.

This is just to advise you that your application for contract will be processed as quickly as possible. Public Law 91-508 requires that a routine inquiry may be made during our initial or subsequent processing which will provide applicable information concerning character, general reputation, criminal records, personal characteristics and mode of living. Upon written request, additional information as to the nature and scope of the inquiry, if one is made, will be provided.

_____ Date

_____ Your Signature

AGENCY AGREEMENT

THIS AGENCY AGREEMENT (“Agreement”) is entered into between AMERICAN-AMICABLE LIFE INSURANCE COMPANY OF TEXAS (“AATX”), Recommending Agency and the Agency identified in the Producer History (“Agency”).

IN WITNESS WHEREOF, and in consideration of the mutual covenants and agreements contained herein and intending to be legally bound, AATX, Recommending Agency and Agency agree as follows:

SECTION I - APPOINTMENT, AUTHORITY, AND RESPONSIBILITY

1.1 AATX hereby appoints Agency to represent it in the sale of those insurance policies (“Policy” or collectively “Policies”) listed on the Commission Schedule as it may be amended from time to time. AATX retains the right to appoint other agencies in the same territory as Agency. Agency is authorized to solicit and supervise the solicitation and procurement of applications for Policies through recruited agencies, those sub-agencies responsible to the person or entity executing this Agency Agreement, or producers, those persons or entities executing a producer Agreement with AATX recruited and recommended to AATX by Agency (collectively, the above recruited agencies and producers shall be referred to as “Recruited Agencies”), to forward Policy applications to AATX for approval or rejection, to collect premiums, and to deliver policies as directed by AATX.

1.2 Agency is an independent contractor. Neither Agency nor its Recruited Agencies shall have authority, other than that expressly granted herein; and no forbearance or neglect on the part of AATX shall be construed to waive any of the terms of the Agreement or to imply the existence of any authority not expressly given. Neither Agency nor its Recruited Agencies are authorized to:

- (a) make, alter, amend, waive, extend or discharge any Policy or Policy rates, conditions, or provisions;
- (b) waive or extend the time of payment of any premium due under any Policy;
- (c) waive any breach, or proposed violation, or misrepresentation on the part of any insured or proposed insured;
- (d) bind or obligate AATX to any liability except as expressly provided herein;
- (e) use any advertising, lead generation or sales materials without prior written consent of AATX;
- (f) make any endorsement or attach any instrument by way of illustration or otherwise to the policies of the Company;
- (g) receive any moneys due, or to become due, to the Company except on receipt signed by the President or Secretary of the company, without first obtaining from the Company permission in writing to do so;
- (h) incur any indebtedness in the name or on behalf of AATX.

SECTION 2 - LICENSING AND APPOINTMENT OF RECRUITED AGENCIES

2.1 Agency shall recruit and recommend qualified persons or entities for appointment as Recruited Agencies to solicit applications for Policies and shall manage, supervise and train such persons or entities. AATX shall appoint such Recruited Agencies and retains the right to refuse to appoint any person or entity as its agent and may, without notice and in its sole discretion or upon the advice of Agency, terminate the appointment of any Recruited Agency. AATX shall have the right to at any time modify or cease to issue any policy or policies, or to withdraw from any territory.

2.2 Agency’s authority to represent AATX shall be contingent on Agency’s conforming to all rules and guidelines as may be stated in this Agreement. AATX rate books, AATX compliance manual or any other materials (the “Company Rules”) AATX provides to Agency. In addition, AATX shall comply with all federal, state or local laws, rules and regulations (the “Law and Regulations”) where AATX is doing business. Agency shall pay all federal, state, and other governmental taxes and license fees levied against Agency or its Recruited Agencies by the laws of any government authority wherein Agency does business. Agency shall pay all expenses which it incurs in the performance of this Agreement.

SECTION 3 - PRIVACY

3.1 Agency shall hold in strictest confidence all nonpublic personal financial information or nonpublic personal health information related to any insured or policyholder or to any consumer or customer (as such terms are defined under applicable state or federal privacy laws) of AATX, obtained by Agency in the performance of Agency duties and obligations under this Agreement. Agency shall not disclose or use such information except as necessary to carry out Agency’s duties and obligations under this Agreement or as otherwise required under applicable state or federal law. This provision survives termination of this Agreement.

SECTION 4 - COMPENSATION

4.1 AATX shall compensate Agency in accordance with the Commission Schedule as amended from time to time, for the products indicated on the Commission Schedule, for premiums received and accepted by AATX on Policy applications written by Agency and its Recruited Agencies.

4.2 Compensation due to Recruited Agencies shall be deducted from the compensation paid to Agency and shall be paid direct to Recruited Agencies. Agency shall indemnify and hold AATX harmless from any liability, loss, cost or expense, including attorney’s fees, incurred by AATX resulting from or in connection with any claim or action brought by any Recruited agencies with respect to payment or nonpayment of compensation.

4.3 AATX may, upon not less than thirty (30) days notice, change the compensation provided herein with respect to Policies issued after the date of such change.

4.4 The right of Agency to receive all compensation on Policies sold pursuant to this Agreement shall be vested in Agency. AATX shall pay compensation even after termination, subject to exceptions set forth in Section 4.5.

4.5 Payment of compensation to agency may be terminated by AATX notwithstanding Section 4.4 when: (1) the total payable in the preceding calendar year is less than one thousand dollars (\$1,000); or (2) this Agreement has been terminated for reasons set forth in Section 7.2(f); or (3) Agency or its Recruited Agency does any act which would result in termination pursuant to Section 7.2(f) regardless of whether this agreement has already been terminated.

4.6 Agency shall assume responsibility for the financial integrity of all Recruited Agencies and all obligations of Recruited Agencies to AATX which arise after the effective date of this Agreement. Agency shall indemnify AATX for, and Agency's account shall be charged the full amount of all such obligations in default.

SECTION 5 - INDEBTEDNESS

5.1 Any of the following transactions, between AATX and Agency shall be a loan and create a debtor-creditor relationship between AATX and Agency.

- (a) the refund or return of any premium collected by Agency or its Recruited Agencies for which AATX has paid a commission;
- (b) any advance made by AATX to Agency against future compensation for any reason;
- (c) any other loan or debt between AATX and Agency.

5.2 The indebtedness created by any of the transactions of Section 5.1 above is due and payable on demand and shall create a first lien on any compensation due or to become due Agency. AATX retains the right to offset such indebtedness against any payment due Agency. Any indebtedness not paid when due shall vest AATX with the authority and power to seek all available legal and equitable remedies against Agency to obtain repayment of the indebtedness.

SECTION 6 - ASSIGNMENT

6.1 This Agreement shall not be assigned or otherwise transferred by Agency without the prior written approval of AATX. Any assignee shall be bound by the terms of this Agreement.

SECTION 7 - TERMINATION

7.1 This Agreement shall remain in full force and effect until terminated upon thirty (30) days prior written notice given by either party to the other. Termination of this Agreement shall not affect any duties, obligations, or liabilities incurred prior to termination except as otherwise provided herein. Within thirty (30) days of termination of the Agreement, Agency shall return to AATX all AATX materials and shall indemnify AATX for any cost incurred to secure AATX's property should Agency fail to honor AATX's demand.

7.2 This Agreement may be terminated immediately, without notice in the event of and as of the date of the occurrence of:

- (a) bankruptcy, insolvency, receivership, liquidation, or assignment for the benefit of creditors by either party; or
- (b) cancellation, suspension, or revocation of Agency's insurance license by any governmental or regulatory authority having jurisdiction; or
- (c) death or dissolution of Agency; or
- (d) IRS levies; or
- (e) failure to secure AATX any new paid life insurance during any period of 180 days.
- (f) Agency's breach of this Agreement by:
 - (1) the wrongful withholding of funds belonging to an applicant or AATX for a Policy or Policies; or
 - (2) the intentional or systematic inducement of insured(s) to lapse, relinquish, or surrender a Policy or Policies; or

- (3) the intentional or willful failure to comply with the laws, rules, or regulations of any governmental or regulatory authority having jurisdiction; or
- (4) any default in the performance of any material term or condition of this Agreement.

SECTION 8 - BOOKS, ACCOUNTS, AND RECORDS

8.1 All books, accounts, correspondence, and other records of Agency relating to business transacted pursuant to this Agreement shall, at all times, be open to inspection by AATX or its designated representative and AATX may make copies thereof before or after the termination of this Agreement.

SECTION 9 - AMENDMENT

9.1 This Agreement constitutes the entire contract between the parties and may not be amended or modified without the express written approval of an officer of AATX and Agency.

SECTION 10 - INDEMNIFICATION

10.1 Agency shall indemnify and hold AATX harmless from any liability, loss, cost or suit brought against AATX resulting from or in connection with any unauthorized acts, any error or omission, or any breach of any of the provisions of this Agreement by Agency, Agency's employees or Recruited Agencies.

SECTION 11 - MISCELLANEOUS

11.1 Should Agency or Agency's Recruited Agencies engage, before or after termination of this Agreement, in any act prohibited by Section 7.2(f) (1) or Section 7.2(f) (2), it may result in irreparable injury to AATX for which there may be no adequate remedy at law and Agency hereby agrees that AATX may obtain injunctive relief.

11.2 If any provision of this Agreement is deemed void, illegal, or unenforceable, the validity of the remaining portions shall not be affected thereby. Any waiver of the rights of AATX under this Agreement on one occasion shall not constitute a continuing waiver of any such right.

11.3 This Agreement is performable in, and all sums due from one party to the other are payable in McLennan County, Texas, and all legal proceedings in regard hereto shall be instituted in McLennan County, Texas, and all parties hereto expressly waive any privileges they may have as to venue contrary to this provision. It is further expressly agreed that all provisions of this Agreement and any controversy that may arise thereunder shall be construed according to the laws of the State of Texas.

11.4 If AATX or Agency should bring a court action alleging breach of this Agreement or seeking to enforce, rescind, renounce, declare, void or terminate this Agreement or any provisions thereof, the prevailing party shall be entitled to recover all of its legal expenses, including reasonable attorney's fees and cost (including legal expenses for any appeals taken and attorney's fees incurred as a result of Bankruptcy proceedings), and to have the same awarded as part of the judgment in the proceedings in which such legal expenses and attorney's fees were incurred.

SECTION 12 - COMPLETELY INTEGRATED AGREEMENT

12.1 This Agreement along with the Schedule of Commissions, and any other supplemental Addendums, contain the entire and complete Agreement between the parties, and each of the parties hereto agree that there are no prior or contemporaneous agreements, promises or representations that are not set forth herein.

SECTION 13 - SOCIAL SECURITY/TAXPAYER IDENTIFICATION NUMBER CERTIFICATION

I, _____ certify that:

1. The following is my correct taxpayer identification number or social security number.

Social Security # or Taxpayer Identification #

2. I am not subject to backup withholding either because I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the IRS has notified me that I am no longer subject to backup withholding.

NOTE: If you have been notified by the IRS that you are subject to backup withholding, cross out item #2 and attach an explanation.

This Agreement is only effective upon signing by an authorized officer of the Agency, Recommending Agency and AATX.

GENERAL AUTHORIZATION AND RELEASE

I hereby authorize AATX to contact any past employer, business associate, business partner, military service, court, law enforcement agency, insurance company, financial institution, or any other person or entity to obtain information about my background, employment, schooling, business activities and experience, character, criminal record, or financial status.

I hereby authorize any of the above person, institutions, or entities to provide the above information to AATX and waive and release any claims I may have related to the providing of such information. I also authorize them to rely on a photocopy or facsimile copy of the authorization.

I also acknowledge that AATX may participate in programs which provide background and financial information on insurance agents, including debit balances. I authorize AATX to obtain information from these programs and to share any information obtained from other sources with these programs. I also waive and release any claims I may have related to the sharing of such information by AATX or the programs in which AATX participates.

This authorization is continuing and remains in effect until revoked by me in writing delivered to an officer of AATX.

I hereby certify that any representations and warranties made in this Agreement are true. I understand that if any representation or warranty given in this Agreement is found to be incorrect or incomplete, it may be grounds for AATX to decline my application for appointment or immediate termination at the sole discretion of AATX.

AGENT SIGNATURE (If a Partnership, all partners must sign.)		
BY: _____	_____	_____
(Signature)	(Title)	(Date)
BY: _____	_____	_____
(Signature)	(Title)	(Date)

AGENT PERSONAL GUARANTEE (If a Corporation, the following must be completed)	
The undersigned individual hereby personally guarantees the full and faithful performance of all duties and obligations of Agency pursuant to the above agreement.	
BY: _____	_____
(Signature)	(Date)
DATE OF BIRTH: _____	SOCIAL SECURITY # _____

RECOMMENDING AGENCY (If Applicable)	
Signature of Recommending Agency _____	
Name (Please Print) _____	
Agent # _____	Commission Schedule Recommended _____

FOR HOME OFFICE USE ONLY (American-Amicable Life Insurance Company of Texas)	
Commission Schedule Number _____	Agent Number _____
Authorization Signature _____	
Title _____	Effective Contract Date _____

ANTI-MONEY LAUNDERING TRAINING COURSE ACCESS INSTRUCTIONS

1. Access your contracting company website at one of the four companies below:

American-Amicable	http://www.americanamicable.com
Occidental Life	http://www.occidentallife.com
Pioneer American	http://www.pioneeramerican.com
Pioneer Security	http://www.pioneersecuritylife.com

2. Click on “Marketing Sales”

3. Enter Agent No., and Password. (Agent No. is: **aml** and Password is: **course**)

4. Hit enter and follow instructions.

IMPORTANT!!

When you complete the course, a Company AML training course certification page will reflect on your computer screen. Make two copies of this page. One is for your file and the other **must** be sent to the Company with your contracting paperwork.

**IF THE CERTIFICATION PAGE IS NOT SENT TO THE COMPANY WITH YOUR
CONTRACTING PAPERWORK, YOUR CONTRACT WILL NOT BE PROCESSED!!**

CONSUMER REPORT NOTIFICATION AND AUTHORIZATION

Through this document, American-Amicable Life Ins. Co. of TX, Pioneer American Ins. Co., Pioneer Security Life Ins. Co. and Occidental Life Ins. Co. of NC, disclose to you that a consumer report or an investigative consumer report, is being obtained from a consumer reporting agency for the purpose of evaluating you for appointment as an agent. This report may contain information bearing on your credit worthiness, credit standing, credit capacity, character, general reputation, criminal records, personal characteristics, or mode of living from public record sources or through personal interviews with your neighbors, friends or associates. You may also have a right to request additional disclosures regarding the nature and scope of the investigation and a written summary of your rights as a consumer.

I authorize and request any consumer reporting agency to furnish any and all information in their possession regarding me in connection with my appointment for agent. A photocopy of this authorization may be accepted with the same authority as the original, and I specifically waive any written authorized request.

I have the right to make a written request within a reasonable period of time to receive additional, detailed information about the nature and scope of this investigation.

I authorize, American-Amicable Life ins. Co. of TX., Pioneer American Ins. Co., and Pioneer Security Life Ins. Co. and Occidental Life Ins. Co. of NC, to share this information with the appropriate people involved in the licensing and contracting process.

Print Name _____

Signature _____

Date of Birth (for identification purposes only) _____

Social Security Number (for identification purposes only) _____

If name changed (through marriage or otherwise), print former name here

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> 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.

Social security number
or
Employer identification number

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

Part II Certification

Under penalties of perjury, I certify that:

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

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.

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 ¹	Generally, exempt payees 1 through 7

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² 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. 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 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 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.

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 ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
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 ⁴
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

¹ 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.

² Circle the minor's name and furnish the minor's SSN.

³ 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.

⁴ 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.

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. 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 or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

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.

**COMPLIANCE POLICY
STATEMENT OF UNDERSTANDING**

I acknowledge that I have read and understand the contents of the Compliance Manual (**Form No. 9528-C**) for **American-Amicable Life Insurance Company of Texas, Pioneer American Insurance Company, Pioneer Security Life Insurance Company, and Occidental Life Insurance Company of North Carolina.**

I acknowledge that I have read and understand the contents of the Compliance Manual and further understand that if I do not comply, in full, with its provisions it will be a violation of my contract and may result in, without limitation, the cancellation of my contract(s) with the before mentioned Companies.

1. I acknowledge the need for strict compliance with all applicable state and federal regulations regarding the solicitation and sale of insurance.
2. I understand the Companies will insist upon **strict adherence** to all applicable state and federal regulations regarding the solicitation and sale of insurance and understand that I am individually accountable for my own actions.
3. I acknowledge that I must be professional in my sales presentations. I acknowledge that I must accurately and completely describe the insurance product being offered, help the purchaser understand the terms and conditions of the insurance product being sold, and comply with all applicable state and federal regulations. I understand that violations of the Compliance Manual or applicable insurance regulations may result in the immediate termination of my contract with the companies.
4. I understand that I must immediately take the Company online anti-money laundering training course and that other organization's courses will not be accepted as substitutes. I understand that I must take a refresher of the company online anti-money laundering training course every two years.
5. I acknowledge that this Agreement does not alter or amend my contract or contracts with the Companies or create an employment relationship with the Companies. This Agreement does not change the at-will relationship between the parties and me. The contract or contracts between the Companies may be terminated at any time by either party upon notice, as set forth in those contracts.

Producer Signature

Producer (Print Name)

Date

Annualization Plan Supplemental Agreement and ACH Deposit Request

This Supplemental Agreement supplements your agent contract with the undersigned, selected Company(ies). It is intended to provide you with an advanced payment of a portion of first year commissions due on business written by you or your agents.

Plan Provisions:

1. Commissions paid under this Supplemental Agreement are an advance of commission from us to you. Such commissions are considered unearned and an indebtedness under the terms of your contract with us until sufficient premiums are paid on a policy to justify the commissions advanced.
2. While this Supplemental Agreement is in effect, we will pay you advanced commissions as a percent of 1st year commission due on the annualized premium. Excess and renewal commissions and service fees will not be advanced.
3. Policies issued on a monthly direct premium mode, policies that have been reinstated, or policies on you, your spouse, your parents, children, brothers, sisters, business associates or employees are not eligible for annualization under this Supplemental Agreement.
4. We reserve the right to declare any policy not eligible for annualization.
5. We may, at our discretion, impose a per Policy maximum to any advanced commission payments.
6. If any Policy included in any advanced commission payment terminates for any reason prior to the end of its first Policy year, any unearned advanced commission for that Policy is repayable to us on demand, and may be deducted at our sole discretion from any commissions which would otherwise be payable to Agent.

Termination Provisions:

1. Continued eligibility for this plan is at our sole discretion. This Supplemental Agreement may be terminated by you, your recommending agency or us at any time. This Supplemental Agreement shall automatically terminate upon the termination of your contract with us.
2. Upon the termination of your contract, any advanced commissions which have not yet been earned will be treated as an indebtedness under the terms of your contract with us. This provision survives the termination of this Supplemental agreement.

Agent Name _____ **Date** _____

Signature of Agent _____

As General Agent for the above agent, I agree to assume any indebtedness that may result from this Supplemental Agreement and that such indebtedness will be considered an indebtedness under the terms of my contract with the Company(ies).

Print Recommending Agency Name _____ **Advance %** _____

Signature of Recommending Agent _____ **Date** _____

Accepted By:

- American-Amicable Life Insurance Company of Texas**
 Occidental Life Insurance Company of North Carolina

- Pioneer American Insurance Company**
 Pioneer Security Life Insurance Company

Signature of Authorized Officer _____ **Effective Date** _____

ACH Deposit Request

Bank Name _____

Bank Address _____

Transit-ABA Number _____

Account Number _____ Checking Savings

PLEASE ATTACH A VOIDED CHECK OR DEPOSIT SLIP HERE.

Key Contacts

Company Phone Number.....(800) 736-7311

American-Amicable Life Insurance Company of Texas.....www.americanamicable.com

Occidental Life Insurance Company of North Carolina.....www.occidentallife.com

Pioneer American Insurance Company.....www.pioneeramerican.com

Pioneer Security Life Insurance Company.....www.pioneersecuritylife.com

For the quickest, most effective way to reach someone for assistance in one of our service departments; please follow the automated numerical prompts after dialing the 800 number listed above. The following is a list of prompts that can be pressed to reach the various departments:

<u>Department</u>	<u>Prompts:</u>	<u>Department:</u>	<u>Prompts:</u>
Agent Contracting	1, 1, 3	Marketing Sales Agent Hotline	1, 1, 2
Advanced Commissions	1, 1, 4	Marketing Sales Voicemail	ext. 3308
Customer Service/Reinstatements	1, 1, 7	Supplies	1, 1, 6
Earned Commissions	1, 1, 5	Underwriting/Policy Issue	1, 1, 1

Departmental Listing

	(800) 736-7311 Prompt 1, 1, 2 Dial Ext 3308	Ext.	Fax Number (254) 297-2709
Marketing Sales			
Marketing Sales Voicemail			
Marketing Sales Email	marketingassistants@aatx.com		

We know your time is valuable, if the phone is busy and you do not want to hold you can now leave a message on the Marketing Sales voicemail by calling Ext 3308.

Darren Sliva	Senior Vice-President	dsliva@aatx.com	3466	(254) 297-2140
Rick Weaver	Vice-President	rweaver@aatx.com	3305	(254) 297-2141
Darren Hancock, CLU, FLMI, LTCF	Assistant Vice-President	dhancock@aatx.com	3203	(254) 297-2143
Alisha Honey	Marketing Assistant	ahoney@aatx.com	3505	(254) 297-2146
Angie Funnell	Marketing Assistant	afunnell@aatx.com	3450	(254) 297-2145
Gail Thompson	Marketing Assistant	gthompson@aatx.com	3448	(254) 297-2147

Executive				(254) 297-2710
Lanny Peavy	President & CEO			
Jeanette Stone	Executive Assistant to CEO	jstone@aatx.com	3283	(254) 297-2120

Operations				(254) 297-2756
Joe Dunlap, CLU, ChFC, FLMI	Executive Vice-President of Operations and Secretary	jdunlap@aatx.com	3525	(254) 297-2130

New Agent Contract Fax (254) 297-2110

New Business Application Fax (254) 297-2100

**Not Sure Who to Call? Call Marketing Sales
at (800) 736-7311, Prompt 1, 1, 2!
Email Marketing Sales at marketingassistants@aatx.com!**

			Ext.	Fax Number
Administrative Marketing Services (Contracting / Commissions)				
Jeanette Higgins, CLU, ChFC, FLMI	Manager	jhiggins@aatx.com	3258	(254) 297-2764
Arlene Williams	Commission Statements	arlene.williams@aatx.com	3292	(254) 297-2148
Dorothy Scott	Contracting/Licensing	dscott@aatx.com	3811	
Systems Administration / Agent E-File				
Mike Blanton, CLU, FLMI	Vice-President	mblanton@aatx.com	3257	(254) 297-2764
Vicky Morris	Agent E-File	vmorris@aatx.com	3217	(254) 297-2131
General Services / Supply				
Bill Auldridge	Manager	bauldridge@aatx.com	3315	(254) 297-2155
Kari Springer	Supplies	supplies@aatx.com	3366	(254) 297-2156
Policy Issue				
Policy Issue		policyissue@aatx.com		(254) 297-2101
Underwriting				
Underwriting		underwriting@aatx.com		(254) 297-2102
Agent Financing (Commission Advances)				
Mary Farris	Manager	mfarris@aatx.com	3293	(254) 297-2766
Margaret Schroeder	Financing Analyst	mschroeder@aatx.com	3306	(254) 297-2125
Shay Watson	Financing Analyst	swatson@aatx.com	3458	(254) 297-2126
Policy Service				
Dei Casiano	AVP of Policy Service	dcasiano@aatx.com	3361	(254) 297-2105
Julie Long, FLMI	Supervisor	jlong@aatx.com	3800	(254) 297-2167
Anselmo Mondragon	Spanish CSR	espanol@aatx.com	3260	(254) 297-2168
Premium Accounting				
Karen Fulp	Manager	kfulp@aatx.com	3533	(254) 297-2170
Liz Renfroe	Monthly Government	erenfroe@aatx.com	3545	(254) 297-2166
Tina Kolar	Direct Deposit Allotment	tkolar@aatx.com	3551	
Claims				
Karen Fulp	Manager	kfulp@aatx.com	3533	(254) 297-2756
Barbara Waldrop, ALHC, ACS, FLMI	Sr Claims Examiner	bwaldrop@aatx.com	3828	(254) 297-2166

Officers

Blanton, Michael J.

Vice President,
Systems Administration

Casiano, DeiAnna L.

Assitant Vice President,
Policy Service

Dragoo, Michael E.

Vice President and
Chief Information Officer

Dunlap, Joe W.

Executive Vice President,
Operations

Hancock, Darren

Assistant Vice President,
Marketing

Keel, Clara

Product Filing Manager,
Assistant Secretary

Nettles, Rob FSA, MAAA

Vice President,
Chief Actuary

Peavy, S. Lanny

President and
Chief Executive Officer

Saucedo, Cynthia L.

Vice President,
Underwriting / New Business

Schaffer, Darla A.

Executive Vice President,
Chief Financial Officer

Sliva, Darren

Senior Vice President,
Marketing

Stone, Jeanette L.

Assistant Secretary

Weaver, Richard D.

Vice President,
Marketing