



321 Middle Country Road  
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Smithtown, NY 11787  
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[www.victorson.com](http://www.victorson.com)

September 9, 2010

Dear Producer,

Welcome to Victorson Associates, Inc.! Attached you will find contracting paperwork for **UNIFI Companies - Union Central, Ameritas Life, Acacia Life and affiliated companies** as you requested.

Please note that the carrier has two sets of contracting paperwork available for your convenience, Corporate and Individual. Please be thorough in completing the forms. Once you have them completed, please take a moment and make sure you have attached the following:

1. Completed and signed contracting paperwork.
2. voided check/deposit slip for direct deposit (if required)
3. Proof of AML certification (active within 24/48 months).
4. a copy of your state life license where appointment is requested.
5. a copy of your current E & O coverage.

At Victorson Associates, Inc. we appreciate your business. Once we receive notice that your appointment with the carrier is complete we will e-mail you confirmation.

If you have any questions at all, please feel free to contact me.

Sincerely,

*Linda DePinto*

Linda DePinto  
[lindad@victorson.com](mailto:lindad@victorson.com)

To: <b>Field Licensing &amp; Compensation</b>	Agent Name _____
From: <u>Victorson Associates</u> Agency	Effective Date _____
Date: _____	Social Security Number _____

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

**SECTION I: CORPORATION**

This section should be completed by an officer on behalf of the corporation.

- Verification of Authority to Act (Form ULC 77)
- Broker Contract (Form ULC 55)
- W-9 Request for Taxpayer ID Number
- State Appointment Form (Form ULC 45)
- Copy of License OR License Application (if applying for initial state license)

*(Optional)*

- Direct Deposit (Form ULC 82)
- Expense Allowance (Form ULC 63)

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

**SECTION II: WRITING AGENT**

This section should be completed by the writing agent.

- Producer Application (Form ULC 2)
- Applicant Authorization to Obtain Consumer Report (Form ULC 5)
- Copy of License OR License Application (if applying for initial state license)
- Company Appointment Fee Check OR Credit Card Authorization (Form ULC 111) for all nonresident state appointments
- Market Conduct Form (Form ULC 16 Page 3 only)
- Proof of E&O Coverage
- Supervising Principal/General Agent Registered Representative/Agent Assessment Form (Form UN1209)

**If more than one writing agent is to be appointed through this corporation, please complete SECTION II for each agent.**

**HOME OFFICE USE ONLY**

VP Approval \_\_\_\_\_

Date \_\_\_\_\_

Agent Code \_\_\_\_\_


Previously Contracted

**Verification of Authority to Act**

I verify that I have the authority, on behalf of the corporation/business entity, to view online corporate compensation statements and to designate that authority to others within my organization.

Name of Corporation/Business Entity: \_\_\_\_\_

Officer's Printed Name and Title: \_\_\_\_\_

Signature of Officer:  \_\_\_\_\_

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

**Corporate/Business Entity Addresses**

Website: \_\_\_\_\_

Email: \_\_\_\_\_

**Please fax to 513-595-2800**



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

PRODAPP
Producer Application
Please Print

Legal Name (Last, First, Middle) Nickname

Social Security Number Date of Birth Professional Designations (CLU, ChFC, other)

Fax Number Cell Phone Number

Residence Address: Street City State ZIP Residence Telephone

Business Address: Street City State ZIP Business Telephone

Your E-mail Address Web Page Address

Where is mail to be delivered? [ ] Business [ ] Residence

Are you currently affiliated with a Broker/Dealer? If yes, with whom?

Do you plan to change your current Broker/Dealer affiliation or become a newly registered representative of Ameritas Investment Corp? [ ] Yes [ ] No

If you become a registered representative with Ameritas Investment Corp. are you interested in contracting your corporation for Broker/Dealer activities? If Yes, additional paperwork is required. [ ] Yes [ ] No

BONDING, SECURITIES AND INSURANCE QUESTIONS.

If the answer to any of the following questions is "Yes," give full details on a separate sheet.

- 1. Do you now owe any money to another insurance company or have you ever discontinued selling for another insurance company when you were indebted to the company? [ ] Yes [ ] No
2. Have you ever been a party to a bankruptcy or receivership proceeding involving your personal or business debts? [ ] Yes [ ] No
3. Have you had or are you currently involved in any personal or business tax liens, suits or judgments? [ ] Yes [ ] No
4. Has any insurance company ever terminated any agency, agent or broker contract with you for any reason other than insufficient sales? [ ] Yes [ ] No
5. Have you ever had any charges or complaints filed against you by any state insurance department or other entity? [ ] Yes [ ] No
6. Has any person ever complained to an insurance department or other agency about your conduct as an agent? [ ] Yes [ ] No
7. Has your insurance license ever been suspended or revoked or have you ever been denied a license? [ ] Yes [ ] No
8. Have you ever been charged with or convicted of a felony or a misdemeanor other than for a traffic offense in the past 5 years? [ ] Yes [ ] No
9. Are you now bonded to handle money belonging to others? [ ] Yes [ ] No

If yes, with whom?

10. Has a bonding company ever denied, paid out on, revoked or refused to bond you? [ ] Yes [ ] No

11. Do you have professional liability or errors and omissions insurance? [ ] Yes [ ] No

If yes, enter insurer's name and amount of coverage:

The following questions do not need to be completed for Producers applying under the Broker Contract or Brokerage General Agent contract. If yes to questions 12 or 13, please provide an executed copy of the applicable agreement(s).

12. Are you subject to any contractual restrictions with any other company regarding recruiting or soliciting business or agents? [ ] Yes [ ] No

13. Are you subject to any confidentiality or non-disclosure agreement? [ ] Yes [ ] No

I verify that my answers to these questions are true and complete to the best of my knowledge.



Signature of Agent Date

Printed Name Date

I have reviewed the statement signed by and believe it to be true and complete to the best of my knowledge.

Signature: [ ] Agency Manager [ ] RVP Printed Name: [ ] Agency Manager [ ] RVP



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

Disclosure and Authorization to Obtain Consumer Report

A Consumer Report Will Be Obtained

DISCLOSE

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

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

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

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

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

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

Application Authorization To Obtain Consumer Report and Other Information

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

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

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

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

I understand that as part of UNIFI's procedure for processing my application and/or evaluating me for contract and licensing purposes, a routine inquiry may be made whereby information is obtained through personal interviews and background checks with third parties, including, but not limited to, family members, employers, business associates, financial sources, landlords, public agencies, friends, neighbors, or others with whom I am acquainted. This inquiry includes information as to my character, business reputation and financial stability, whichever may be applicable. It may include obtaining information covering up to: the last seven years regarding my credit background, lawsuits, judgments, paid tax liens, unlawful detainer actions, failure to pay spousal or child support, accounts placed for collection, and criminal conviction records consistent with federal and state law; and the last ten years regarding bankruptcies. I have the right to make a written request within a reasonable period of time for a complete and accurate disclosure of additional information concerning the nature and scope of the inquiry. My signature below operates to release from all liability and responsibility those parties supplying information to UNIFI and I authorize UNIFI to use this information where its legal interest and/or obligations are involved. Further, I acknowledge that I have no objection to UNIFI investigating any of these facts and agree to indemnify and hold UNIFI harmless against any liability which may result in conducting such investigation.



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

Applicant Name (printed) \_\_\_\_\_ Social Security No. \_\_\_\_\_

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

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

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

## COMPLIANCE WITH MARKET GUIDELINES

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

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

### **Questions and Approvals**

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

### **Instructions**

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

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

X

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date

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

**For Field Associates Only:**

Victorson Associates Inc, Smithtown NY 11787

Agency and Location

1368  
Agency Number

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



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

EFT

Direct Deposit Payment Disposition Information and Agreement

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

Social Security or TIN Number: \_\_\_\_\_ Today's Date: \_\_\_\_\_

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

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

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

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

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

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

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

ACCOUNT TYPES: (c) Checking (s) Savings

DEPOSIT NUMBER 1
Bank Name
Account Number Account Type
Percent of Net or Fixed Amount
Bank Transit Number

DEPOSIT NUMBER 2
Bank Name
Account Number Account Type
Percent of Net or Fixed Amount
Bank Transit Number

DEPOSIT NUMBER 3
Bank Name
Account Number Account Type
Percent of Net or Fixed Amount
Bank Transit Number

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

## 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.

**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:

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 ▶

*X*

Date ▶

### General Instructions

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

#### Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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

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,

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

**If Individual Contractee**


  
\_\_\_\_\_  
Broker Date

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

**If Corporate Contractee**

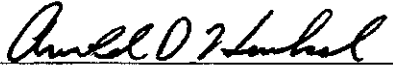
\_\_\_\_\_  
Name of Corporation/Business Entity Date

\_\_\_\_\_  
Officer's Printed Name and Title

  
\_\_\_\_\_  
Signature of Officer

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

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

BY:   
\_\_\_\_\_  
Arnold D. Henkel  
Senior Vice President – Individual Distribution

# UNIFI<sup>®</sup>

*Companies*

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

## Broker Contract

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

Union Central Life Insurance Company

Ameritas Life Insurance Corp.

Acacia Life Insurance Company

First Ameritas Life Insurance Corp. of New York

# Broker Contract

## Parties to the Contract

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

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

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

## Duties

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

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

of the customers or prospective customers be furnished to any other individuals, organizations, or institutions except (1) as required by the terms of this Contract, (2) as authorized by the customer or prospective customer, or (3) as may be required by law. This provision shall survive termination of this Contract. Broker agrees to indemnify and hold the Company harmless for any breach of this provision.

- Abide by all laws and regulations governing privacy;
- Conduct yourself so as not to adversely affect the business reputation or good standing of either yourself or us.
- Abide by federal anti-money laundering laws and all Company policies and procedures relating thereto.
- Abide by all other applicable policies.

#### Conduct & Relationship

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

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

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

You hereby agree as follows:

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

#### Limits of Authority

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

- Act on our behalf in any manner other than as stated in this Contract;
- Collect renewal premiums;
- Incur any indebtedness or liability not authorized in writing by the Company;
- Waive forfeitures;
- Waive or extend the time for payment of any premium;
- Withhold any of our monies or property;
- Rebate commissions;
- Commingle our funds, including gross premiums on business produced by you, with any other funds;

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

**Compensation & Vesting**

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

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

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

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

**Lien for debts:**

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

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

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

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

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

**Policy years:**

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

**Temporary extra ratings:**

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

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

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

**General Provisions**

We reserve the right to:

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

**Background Check:**

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

**Indemnification:**

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

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

**Assignment:**

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

**No waiver of provisions:**

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

**Right to payment:**

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

**Amendments:**

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

**Rules:**

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

**Governing law:**

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

**Records:**

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

**Confidentiality:**

You will treat all matters relating to our business as confidential information, and not divulge any information in any way to persons other than ourselves during or after the term of this Contract. You acknowledge that you may receive nonpublic personal information, whether financial information or health information from customers and/or consumers of the company, and hereby agree that you will not further disseminate such information for any purposes not arising from and necessary to the performance of your obligations under this Contract; that you will restrict access to such information to those who are performing work under this Contract and take steps and measures to assure that such information remains confidential; and that you will comply with the privacy and security requirements of the Gramm-Leach-Bliley Act, the Health Insurance Portability and Accountability Act, the Fair Credit Reporting Act, and all other applicable federal and state laws and regulations respecting the privacy and security of customer/ consumer personal information.

**Advertising:**

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

**Notices:**

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

**Termination Voluntary:**

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

**Automatic:**

This Contract will automatically terminate in the event of:

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

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

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

**For Cause:**

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

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

(4) You commit any of the following acts:

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

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

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

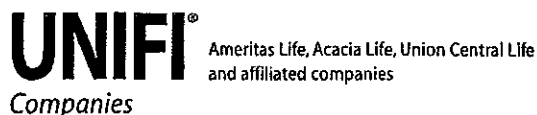
Arbitration

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

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

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

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



## State Appointment Form

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

- Resident State Appointment Fees will be paid by the Company for Full-Time Agents, Temporary/NAFP Agents and Managers only. All other Producers are responsible for Resident Appointment Fees.
- Non-Resident State Appointment Fees are the Producer's responsibility.
- Enter the Fee Due for each UNIFI Company with which you wish to be appointed in each state.
- Submit this form with your contracting paperwork, along with a check OR Credit Card Authorization (Form ULC 111) for the TOTAL FEES DUE.
- If payment is not remitted with this form, the FEES will be deducted from your compensation.

Below are the products available for each of the Companies:

### Acacia Life (ACAL)

Advisor Term Life	7250	Non AK, ME, or NY
Excel LifeValue UL	7000	Non AK, ME, MT or NY
Single Premium Immediate Annuity	7845	

### Ameritas Life Insurance Corp (ALIC)

Excel Secondary Guarantee Universal Life	3301	Non NY
Excel Secondary Guarantee Survivor Universal Life	3365	Non NY
Excel Performance VUL	4003	Non NY
Ameritas Advisor VUL: Flexible Variable Universal Life	4051	
PROTECTOR hVUL: Hybrid Variable Universal Life	4101	
Overture Medley!: Flexible Premium Variable Annuity	4888	
No-Load Variable Annuity	6150 6151	
UNIFI Retirement Advantage Series	AL63439	

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

Keystone Whole Life	FA8612 NY	NY only
Keystone Foundation WL	5001	NY only

### Union Central Life Insurance Company (UC)

Keystone Term (10, 15, 20 and 30 year)	UC 8611 S	
Keystone Whole Life	UC 8612	Non NY or WI
Keystone Foundation WL	8613	Non NY or WI
GI Term/Focus 10	8606	
Excel Index UL	UC 8709	
Excel Life Value UL	8712	AK, ME, MT, NY sales only
Excel Secondary Guarantee Universal Life	UC 8710-1 NY	NY only
Excel Secondary Guarantee Survivor Universal Life	UC8711NY	NY only
Excel Performance VUL	8713	NY only
Dinamic 2000		
Advantage Variable III	8138	
Individual Variable Annuity Class I	8134	
Individual Variable Annuity Class II	8137	
Flex Annuity II	8139	
Flexible Annuity	8133	
Single Premium Immediate Annuity	8130	
Single Premium Deferred Annuity	8136	
UNIFI Retirement Advantage Series	UC63439	Non NY
UNIFI Retirement Advantage Series	UC63439NY	NY only



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

**State Appointment Form**

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

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

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

State	Appointment Fees		Appointment Fees Due PER COMPANY			TOTAL DUE PER STATE
	Resident Fee PER COMPANY	Non-Resident Fee PER COMPANY	Ameritas Life	Acacia Life	FALIC	
Alabama	\$30	\$30				
Alaska	\$0	\$0				
Arizona	\$0	\$0				
Arkansas	\$0	\$0				
California	\$24	\$24				
Colorado	\$0	\$0				
Connecticut	\$80	\$80				
Delaware	\$25	\$25				
DC	\$25	\$25 Ind/Corp				
Florida	\$60	\$66				
Georgia	\$10	\$10				
Hawaii	\$0	\$0				
Idaho	\$0	\$0				
Illinois	\$0	\$0				
Indiana	\$0	\$0				
Iowa	\$8	\$20				
Kansas	\$5	\$5				
Kentucky	\$40 Ind/\$100 Corp	\$50 Ind/\$120 Corp				
Louisiana	\$20	\$20				
Maine	\$30	\$70				
Maryland	\$0	\$0				
Massachusetts	\$75	\$75				
Michigan	\$5	\$5				
Minnesota	\$10	\$10				
Mississippi	\$25	\$25				
Missouri	\$0	\$0				
Montana	\$0	\$0				
Nebraska	\$8	\$8				
Nevada	\$15	\$15				
New Hampshire	\$25	\$25				
New Jersey	\$25	\$25				
New Mexico	\$20 Life + \$20 Var	\$20 Life + \$20 Var				
New York	\$0	\$0				
North Carolina	\$10	\$10				
North Dakota	\$10	\$10				
Ohio	\$20	\$20				
Oklahoma	\$55	\$55				
Oregon	\$0	\$0				
Pennsylvania	\$15	\$15				
Rhode Island	\$30	\$30				
South Carolina	\$0	\$0				
South Dakota	\$10	\$20				
Tennessee	\$15	\$15				
Texas	\$10	\$10				
Utah	\$0	\$0				
Vermont	\$60 Life + \$60 Var	\$60 Life + \$60 Var				
Virginia	\$12	\$12				
Washington	\$20	\$20				
West Virginia	\$25	\$25				
Wisconsin	\$7	\$24				
Wyoming	\$15	\$15				
<b>TOTAL FEES DUE</b>						\$
<i>*Make check payable to Union Central</i>						

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